

REQUEST FOR PROPOSALS: RFP No. CDMA/APMDP/TU/CONSULTANTS/RFP/2

COUNTRY : **INDIA**

PROJECT NAME : **ANDHRA PRADESH MUNICIPAL
DEVELOPMENT PROJECT**

LOAN # : **IDPO71250**

TITLE OF CONSULTING SERVICES : **CONSULTANCY FOR “COMPREHENSIVE
PLANNING OF WATER SUPPLY SERVICE
IMPROVEMENTS IN THE FOLLOWING ULBs
i.e.,
(1) ANANTHAPUR MUNICIPAL CORPORATION,
(2)CHITTOOR MUNICIPALITY, AND
(3) BADVEL MUNICIPALITY”.**

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Section 1. Letter of Invitation

Invitation No: CDMA/APMDP/TU/Consultants/RFP/2.

Loan No. : Project: ID PO71250

Hyderabad,

24th November 2009.

Dear M/s

1. The Government of India (hereinafter called "Borrower") has applied for financing from the International Bank for Reconstruction and Development (IBRD) (hereinafter called "loan") toward the cost of Consultancy for Andhra Pradesh Municipal Development project. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this Request for Proposals is issued.
2. The Commissioner and Director of Municipal Administration, MA&UD Dept, and Government of Andhra Pradesh now invite proposals to provide the following consulting services: Consultancy for "Comprehensive Planning of Water Supply Service improvements in the following ULBs i.e., (1) Ananthapur Municipal Corporation, (2) Chittoor Municipality, and (3) Badvel Municipality". More details on the services are provided in the Terms of Reference.
3. This Request for Proposal (RFP) has been addressed to the following shortlisted Consultants:
 1. Srei Infrastructure Finance Ltd., New Delhi.
 2. Wilbur Smith Associates Pvt. Ltd., Bangalore.
 3. Tetra Tech India Ltd., Delhi.
 4. POYRY Environment, Kolkata.
 5. Indian Resource Information and Management Technologies Ltd., Hyderabad.
 6. Inter Continental Consultants and Technologies and Technocrats Pvt. Ltd., New Delhi.

It is not permissible to transfer this invitation to any other firm
4. A firm will be selected under Quality and Cost – Based Selection (QCBS) and procedures described in this RFP, in accordance with the policies of the International Bank for Reconstruction and Development (IBRD) detailed in the Guidelines - Selection and Employment of Consultants by World Bank Borrowers which can be found at the following website: www.worldbank.org/procure.
5. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Forms of Contract
6. Please inform us in writing at the following address The Project Director M.S.U, APURMSP, O/o the Commissioner and Director of Municipal Administration, 5th floor, 640, 'Khasana', AC Guards, Hyderabad- 500004, Andhra Pradesh, India upon receipt:

Comment [w1]: Name of the short-listed consultants may please be provided

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- a) that you received the Letter of Invitation; and
- b) Whether you will submit a proposal alone or in association.

Yours sincerely

Solomo Arokia Raj, I.A.S.,
PROJECT DIRECTOR
Andhra Pradesh Municipal Development Project

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Section 2. Instructions to Consultants

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Definitions:

- a) "Bank" means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A., or the International Development Association, Washington, D.C., U.S.A.
- b) "Client" means the agency with which the selected Consultant signs the Contract for the Services.
- c) "Consultant" means any entity or person that may provide or provides the Services to the Client under the Contract.
- d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that are the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- e) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- f) "Day" means calendar day.
- g) "Government" means the government of the Client's Country.
- h) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- i) "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- j) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country.
- k) "Proposal" means the Technical Proposal and the Financial Proposal.
- l) "RFP" means the Request for Proposal to be prepared by the Client for the selection of Consultants, based on the SRFP.
- m) "SRFP" means the Standard Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.

- n) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- o) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services.
- p) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1.Introduction

- 1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Date Sheet.
- 1.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right

to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

Conflict of Interest

1.6 Bank policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities

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

Conflicting assignments

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

Conflicting relationships

(iii) A Consultant (including its Personnel and Sub- Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii)

the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.6.3 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

Unfair Advantage

1.6.4 If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

Fraud and Corruption

1.7 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as consultants and their sub-consultants under Bank-financed contracts, observe the highest standard of ethics during the selection and execution of such contracts.¹ In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice"² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

- (ii) “fraudulent practice³” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- (iii) “collusive practices⁴” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practices⁵” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

¹ In this context, any action taken by a consultant or a sub-consultant to influence the selection process or contract execution for undue advantage is improper.

² “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context “Public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

³ A “party” refers to a public official; the terms ‘benefit’ and ‘obligation’ relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

⁴ “Parties” refers to participants in the procurement or selection process (including public officials) attempting to establish contract prices at artificial, non competitive levels.

⁵ “Party” refers to a participant in the selection process or contract execution.

(v) “Obstructive practice”

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under sub-clause (e) below.

- 4 will reject a proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- 5 will cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the Loan were engaged in corrupt, fraudulent, collusive, or coercive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur;

- 6 will sanction a consultant, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a Bank-financed contract; and
- 7 Will have the right to require that, in contracts financed by a Bank loan, a provision be included requiring consultants to permit the Bank to inspect their accounts and records and other documents relating to the submission of proposals and contract performance and to have them audited by auditors appointed by the Bank.
- 1.8 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with the above para 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).

Eligibility

- 1.10A firm declared ineligible by the Bank in accordance with the Bank Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants shall be ineligible to be awarded a Bank-financed contract during such period of time as the Bank shall determine.

Eligibility of Sub-Consultants

- 1.11 In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria set forth in the Guidelines.

Origin of Goods and Consulting Services

- 1.12 Goods supplied and Consulting Services provided under the Contract may originate from any country except if:

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- (i) as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country; or
- (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any imports of goods from that country or any payments to persons or entities in that country.

Only one Proposal

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

Proposal Validity

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

2. Clarification and Amendment Of RFP Documents

2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.

2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by

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

3.Preparation of Proposals

3.1 The Proposal (see Para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet.

3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

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

- (a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
- (b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.

For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

- (c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

Language

- (d) Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 of the Data Sheet. If Reference Paragraph 3.1 indicates two languages, the language in which the proposal of the successful Consultant will be submitted shall govern for the purpose of interpretation. It is desirable that the firm's Personnel have a working knowledge of the Client's national language.

**Technical Proposal
Format and Content**

3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed nonresponsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

- (a)(i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
- (ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.
- (b)(i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support,

office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).

- (ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-Para. 3.4 (c) (ii)).
- (c)(i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- (g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

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

Financial Proposals

3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Taxes

3.7 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on nonresident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.

3.8 Consultants may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Client may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.

3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

4. Submission, Receipt, and Opening of Proposals

4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see Para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission of letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating

that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in Para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL". Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the Loan/TA number and the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the Loan, and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE** [insert the time and date of the submission deadline indicated in the Data Sheet]". The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with Para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.

4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5. Proposal Evaluation

5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its "no objection".

Evaluation of Technical Proposals

5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Financial Proposals For QBS

5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under Para. 6 of these Instructions.

Public Opening and Evaluation Of Financial Proposals (Only for QCBS, FBS, and LCS)

5.4 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow

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Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.

5.5 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants and the Bank.

5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under Para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within

the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to Para. 5.6 shall be considered, and the selected firm is invited for negotiations.

6. Negotiations

6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

Technical negotiations

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

Financial negotiations

6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix

attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

Availability of Professional staff/experts

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

Conclusion of the negotiations

6.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

7.Award of Contract

7.1 After completing negotiations the Client shall award the Contract to the selected Consultant, publish in UNDB on line and in the Development Gateway the award of the Contract, and promptly notify all Consultants who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.

7.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8.Confidentiality

8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of

confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Bank's antifraud and corruption policy.

Instructions to Consultants

DATA SHEET

Paragraph Reference	
1.1	Name of the Client: COMMISSIONER AND DIRECTOR OF MUNICIPAL ADMINISTRATION, MA & UD DEPARTMENT, GOVT. OF ANDHRA PRADESH Method of Selection: Quality and Cost Based Selection (QCBS)
1.2	Financial Proposal to be submitted together with Technical Proposal: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Name of the assignment is: Consultancy for "Comprehensive Planning of Water Supply Service Improvements in the following ULBs i.e., 1) Ananthapur Municipal Corporation, 2) Chittoor Municipality, 3) Badvel Municipality".
1.3	A pre-proposal conference will be held: Yes <input type="checkbox"/> No <input type="checkbox"/> on 15th December 2009 at 1500 Hrs IST, office of the Project Director, MSU, APMDP, O/o the C & DMA, 5 th Floor, 640, "Kashana." A.C. Guards, Hyderabad – 500004, Andhra Pradesh, India The Client's representative is: Solomon Arokia Raj, I.A.S. Address: Project Director, APMDP, O/o the C & DMA, 5th Floor, 640, A.C. Guards, Hyderabad, Andhra Pradesh Telephone: 040-23435585 Facsimile: 040-23435589 E-mail: pd.apmdp@cdma.gov.in
1.4	The Client will provide the following inputs and facilities: (i) The maps and other data related to this work, to the extent available in the Municipal office will be provided. (ii) Assistance for obtaining FMB sketches and adangal for Preparing Land plans from the land survey department will be given.
1.14	Proposals must remain valid for <u>90</u> days after the submission date, i.e. until: 5 th April 2010
2.1	Clarifications may be requested not later than 10 days before the submission date. The address for requesting clarifications is: Project Director, MSU, APMDP, O/o the C & DMA, 5th Floor, 640, A.C. Guards, Hyderabad, Andhra Pradesh, India Facsimile: 040-23435589 E-mail: pd.apmdp@cdma.gov.in
3.1	Proposals shall be submitted in the following language: English
3.3 (a)	Shortlisted Consultants may associate with other shortlisted Consultants: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
3.3 (b)	The estimated number of professional staff-months required for the Assignment is: <u>45</u> key Staff months. or the available budget is <u> </u>
3.4	The format of the Technical Proposal to be submitted is : FTP <u> </u> ,

Comment [w2]: This portion may please be deleted

Consultant

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	Or STP _____
3.4(g)	Training is a specific component of this assignment: Yes _____ No <input checked="" type="checkbox"/>
3.6	<p>(1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the Client's country for purpose of the Service;</p> <p>(2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;</p> <p>(3) cost of office accommodation, investigations and surveys;</p> <p>(4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services;</p> <p>(5) Cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the services</p> <p>(6) Cost of printing and dispatching of the reports to be produced for the services;</p> <p>(7) other allowances where applicable and provisional or fixed sums (if any), and</p> <p>(8) cost of such further items required for purposes of the services not covered in the foregoing</p>
3.7	<p>Amount payable by the client to the consultant under the contract to be subject to local taxation : yes <input checked="" type="checkbox"/> No _____</p> <p>If affirmative, the client will</p> <p>(a) Reimburse the consultant for any such taxes paid by the consultant : Yes</p> <p>(b) Pay such taxes on behalf of the consultant : No</p> <p>Consultants (Foreign and Domestic) are responsible for payment of all taxes as applicable in India. Consultants are requested to consult Tax consultants for details.</p> <p>The Client will however reimburse the following indirect taxes / duties</p> <p>a. Duties on imported equipment brought by foreign consultants to India to provide the required services and</p> <p>b. Consultancy service tax payable on the contract value by both foreign and domestic consultants.</p> <p>The above only are to be shown separately in their financial proposal."</p>
3.8	Consultant to state local cost in the national currency : Yes <input checked="" type="checkbox"/> No _____
4.3	Consultant must submit the original and Two copies of the Technical Proposal and the original of the Financial Proposal .
4.5	The proposal submission address is: Project Director, MSU-APMDP , O/o the C & DMA, 5th floor , 640 A.C Guards, Hyderabad , Andhra Pradesh, India PIN -500004 Proposal must be submitted no later than the following date and time: 5 th January 2010, 15:00 hrs IST
5.2(a)	Criteria , sub-criteria , and point system for the evaluation of full Technical Proposals are: Points

Comment [w3]: Training has been allotted 5 points in clause 5.2 (a). Hence, please clarify if training is required or not.

Comment [w4]: Please add this portion

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	<p>(i) Specific experience of the Consultants relevant to the assignment: 5</p> <p>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference</p> <p>(a) Technical approach and methodology 15</p> <p>(b) Work plan 10</p> <p>(c) Organization and Staffing 5</p> <p style="text-align: right;">Total points for criteria (ii): 30</p> <p>(iii) Key professional staff qualifications and competence for the assignment:</p> <p>a) Team Leader 20</p> <p>b) Urban Specialist 4</p> <p>c) Project Engineer (civil) W/S 11</p> <p>d) Project Engineer (civil) W/R 7</p> <p>e) Project Engineer (Elec/Mech) 7</p> <p>f) Municipal Finance/Institutional Expert 3</p> <p>g) Accounting Specialist 3</p> <p>h) Social Development Expert 5</p> <p>i) Environmental Specialist 5</p> <p style="text-align: right;">Total points for criteria (iii): 65</p> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub criteria and relevant percentage weights:</p> <p>1) General qualifications 30%</p> <p>2) Adequacy for the assignment 50%</p> <p>3) Experience in region and language 20%</p> <p style="text-align: right;">Total weight: 100%</p> <p>(iv) Suitability of the transfer of knowledge (training) program: 0</p> <p>a) Relevance of training program</p> <p>b) Training approach and methodology</p> <p>c) Qualifications of experts and trainers</p> <p style="text-align: right;">Total points for criterion (iv): 0</p> <p>(v) Participation by nationals among proposed key staff 0</p> <p style="text-align: right;">Total points for the five criteria: 100</p> <p>The minimum technical score St required to pass is: 70 Points.</p>

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5.6	<p>The single currency for price conversion is: Indian Rupees</p> <p>The source of official selling rates is: State Bank of India (SBI) B.C. Selling Rate of Exchange</p> <p>The date of exchange rates is: the last date for submission of proposals indicated in clause 4.5 of Data sheet</p>
5.7	<p>The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are: $T = 0.75$, and $P = 0.25$</p>
6.1	<p>Expected date and address for contract negotiations: 19th January 2010, Project Director, MSU, APMDP, O/o the CDMA. 5th Floor, 640, Kashana, A.C. Guards, Hyderabad-500004, Andhra Pradesh, India.</p>
7.2	<p>Expected date for commencement of consulting services: 29th January 2010 at: Ananthapur Municipal Corporation, Chittoor and Badvel Municipalities.</p>

Section 3. Technical Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

Form TECH-1: Technical Proposal Submission Form	28
Form TECH-2: Consultant's Organization and Experience	29
A - Consultant's Organization	29
B - Consultant's Experience	30
Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client	31
A - On the Terms of Reference	31
B - On Counterpart Staff and Facilities	32
Form TECH-4 Description of Approach, Methodology and Work Plan for Performing the Assignment.....	33
Form TECH-5: Team Composition and Task Assignments	34
Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff	35
Form TECH-7: Staffing Schedule	37
Form TECH-8 Work Schedule	38

Form TECH-1: Technical Proposal Submission Form

To: [Location, Data]

**COMMISSIONER AND DIRECTOR OF MUNICIPAL ADMINISTRATION,
640, 'KASHANA', A.C.GUARDS, HYDERABAD – 500004, ANDHRA PRADESH, INDIA.**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Consultancy for *“Comprehensive Planning of Water Supply Service Improvements in the following ULBs i.e., 1) Ananthapur Municipal Corporation 2) Chittoor Municipality and 3) Badvel Municipality.”* in accordance with your Request for Proposal dated 24th November 2009 and our Proposal. We are hereby submitting our proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]²

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.14 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

¹ [In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: “We are hereby submitting our proposal, which includes this Technical Proposal only.”]

² [Delete in case no association is foreseen.]

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

Consultant

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B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages.]

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your Firm under the contract (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

Consultant

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Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client

A - On the Terms of Reference

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

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

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Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment

(For small or very simple assignments the Client should omit the following text in Italic)

[Technical approach, methodology and work plan are key components of the Technical proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:

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

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

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

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff

1. Proposed Position [*only one candidate shall be nominated for each Position*]: _____

2. Name of Firm [*Insert name of firm proposing the staff*]: -----

3. Name of Staff [*Insert full name*]: _____

4. Date of Birth: _____ **Nationality:** _____

5. Education [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. Membership of Professional Associations: _____

7. Other Training [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8. Countries of Work Experience: [*List countries where staff has worked in the last ten years*]: _____

9. Languages [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: ____

10. Employment Record [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

<p>11. Detailed Tasks Assigned <i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	--

13. Certification:

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

_____ Date: _____
[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative: _____

Form TECH-7: Staffing Schedule¹

No	Name of Staff	Staff input (in the form of a bar chart) ²												Total Staff-month input			
		1	2	3	4	5	6	7	8	9	10	11	12	Home	Field	Total	
Foreign																	
1	[Home] [Field]																
2																	
3																	
n																	
												Subtotal					
Local																	
1	[Home] [Field]																
2																	
n																	
												Subtotal					
												Total					

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

Consultant

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Section 4. Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in Para. 4 of the Letter of Invitation.

[The Appendix "Financial Negotiations - Breakdown of Remuneration Rates" is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under Para. 6.3 of Section 2.]

Form FIN-1: Financial Proposal Submission Form	40
Form FIN-2: Summary of Costs	42
Form FIN-3: Breakdown of Costs by Activity	43
Form FIN-4: Breakdown of Remuneration (Lump-Sum).....	44
Form FIN-5: Breakdown of Reimbursable Expenses (Lump-Sum).....	45

Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To:

**COMMISSIONER AND DIRECTOR OF MUNICIPAL ADMINISTRATION,
640, 'KASHANA', A.C.GUARDS, HYDERABAD – 500004, ANDHRA PRADESH, INDIA.**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Consultancy for "Comprehensive Planning of Water Supply service Improvements in the following ULBs i.e., 1) Ananthapur Municipal Corporation 2) Chittoor Municipality and 3) Badvel Municipality." in accordance with your Request for Proposal dated 24th November 2009 and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.14 of the Data Sheet.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".

Comment [w5]: These paras may please be added.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

Name and Address Of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Consultant

CDMA

1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

2 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution."

Consultant

CDMA

Form FIN-2: Summary of Costs

Item	Costs		
	[Indicate Foreign Currency # 2] ¹	[Indicate Foreign Currency # 3] ¹	[Indicate Local Currency]
Total Costs of Financial Proposal ²			
2. Local Indirect Taxes and Duties payable in India, as defined in Clause 1.8 of SCC			
Consultancy service tax payable in India			
Total Amount of financial Proposal including taxes			

Comment [w6]: These provisions may please be made in accordance with Standard RFP

Comment [w7]: These provisions may please be made in accordance with Standard RFP

Comment [w8]: These provisions may please be made in accordance with Standard RFP

Comment [w9]: This portion may please be added in accordance with Standard RFP

¹Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.

²Indicate the total costs, net of local taxes, indirect taxes, as listed in SCC clause 1.8, and to be paid by the Client in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

Consultant

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Form FIN-3: Breakdown of Costs by Activity¹

Group of Activities (Phase): ²	Description: ³			
	[Indicate Foreign Currency # 1] ⁴	[Indicate Foreign Currency # 2] ⁴	[Indicate Foreign Currency # 3] ⁴	[Indicate Local Currency]
Cost component	Costs			
Remuneration ⁵				
Reimbursable Expenses ⁵				
Subtotals				
2. Local Indirect Taxes and Duties payable in India, as defined in Clause 1.8 of SCC				
Consultancy Service Tax payable in India				
TOTAL				

Comment [w10]: These provisions may please be made in accordance with Standard RFP

Comment [w11]: These provisions may please be made in accordance with Standard RFP

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.
- 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

Consultant

CDMA

Form FIN-4: Breakdown of Remuneration1 (Lump-Sum)

(This Form FIN-4 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

Name ²	Position ³	Staff-month Rate ⁴
Foreign Staff		
		<i>[Home]</i>
		<i>[Field]</i>
Local Staff		
		<i>[Home]</i>
		<i>[Field]</i>

1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
 4 Indicate separately staff-month rate and currency for home and field work . **for foreign staff.**
 ..

Comment [w12]: This portion may please be added in accordance with Standard RFP

Form FIN-5: Breakdown of Reimbursable Expenses (Lump-Sum)

(This Form FIN-5 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

N°	Description ¹	Unit	Unit Cost ²
	Per diem allowances	Day	
	International flights ³	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [Insert place] and [Insert place]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the Client's personnel ⁴		

¹Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

²Indicate unit cost and currency.

³Indicate route of each flight, and if the trip is one- or two-ways.

⁴Only if the training is a major component of the assignment, defined as such in the TOR.

Section 5. Terms of Reference

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TERMS OF REFERENCE

Consultancy for “ Comprehensive Planning of Water Supply Service Improvements in the following ULBs i.e.

(i)Ananthapur Municipal Corporation ,(ii) Chittoor Municipality and (iii) Badvel Municipality

1. BACKGROUND

Water supply provision is one of the most conspicuous of municipal activities. However, lack of capital investment and inadequate operation and maintenance, combined with a growing population demanding higher service levels has reduced the effectiveness of water supply services in many municipalities. There is a need to comprehensively address the underlying issues of systematic short-term and long-term planning, efficient implementation, building institutional capacities to sustain services and improving customer interface.

In Andhra Pradesh, the municipalities are governed by AP Municipalities act of 1965. The corporations are governed by Hyderabad Municipal corporation act of 1955. Inadequate water supply has been identified as an essential issue in many urban local bodies. In order to address this, GoAP has received a Loan from the World Bank for Andhra Pradesh Municipal Development Project. The project objective is to help improve high-priority urban services in selected cities of AP, and build the capacity of ULBs to develop and manage urban services. The project will support improvements in the financial, technical, and management capacities of all ULBs of AP, in addition to infrastructure financing.

GoAP has already undertaken Capacity Enhancement Needs Assessment (CENA) that proposes capacity building strategy for the project. In line with this, GoAP will undertake a state level capacity building initiative during the course of the Project. The Project also requires that the ULBs prepare a Capacity Enhancement Action Plan (CEAP) to accompany the DPRs, with a set of specific actions to increase their operating surplus and enhance technical and managerial capacity to sustain the infrastructure being created. This CEAP is to be formally adopted by the municipal council. The Project also has a Results Matrix to capture the outcomes of subprojects at the state level.

Under the project, GoAP is likely to undertake various state level initiatives, such as the following:

- Detailed NRW assessments
- Energy Audits
- Preparation of good base maps – linked to Remote Sensing and Satellite Imageries, and
- Capacity Building initiatives as per the strategies prepared under Capacity Enhancement Needs Assessment (CENA) prepared under the project.

With this comprehensive outlook, this study will assess the existing water supply in identified Municipalities/Corporations and develop service improvement plan to improve the system performance immediately, also in the short term and identify further actions on medium and long term basis. In line with the Project objective, the present assignment shall address both planning and capacity building issues as per the ToR.

The following municipalities / corporations are covered under the present ToR:

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- (i) Ananthapur Municipal Corporation is a Corporation in Ananthapur District. The population of the town as per the 2001 census is 220951. The Municipal limits extend over an area of about 16sq. Kms.
- (ii) Chittoor Municipality is a selection Grade Municipality in Chittoor District. The population of the town as per 2001 census is 152654. The Municipal limits extend over an area of about 34sq. Kms.
- (iii) Badvel Municipality is a 3rd Grade Municipality in Kadapa District. The population of the town as per 2001 census is 50253. The Municipal limits extend over an area of about 42sq. Kms.

GoAp has got the DPRs prepared for these/some of these ULBs earlier, which covered mostly the infrastructure improvement part. A comprehensive review of these DPRs is necessary to revise them and cover the terms listed in the present ToR.

2.OBJECTIVE

The main objective of the consultancy is to prepare a Water Supply service improvement plan for the identified ULBs covering capital improvement; and technical, financial and managerial capacity improvement; to enable the ULBs deliver the desired services in the i) immediate/short ii) medium and iii) long terms.

3.SCOPE OF SERVICES

The scope shall broadly cover the following phases:

- A. Reviewing the existing situation, and undertaking necessary assessments;***
- B. Feasibility Analysis and detailed planning;***
- C. Capacity Enhancement and Sustainability.***

The scope involves the following aspects:

- The work shall be done in a consultative manner by consulting various stakeholders at the ULB level, through the active participation of municipal staff involved in water supply.
- Undertake all necessary assessments, including technical, financial, economic, environmental and social, institutional that feed into the planning of interventions.
- The outputs and recommendations of the study shall be integrated with the state level initiatives.
- The proposals shall conform to the guide lines issued by the GOI and GOAP including CPHEEO manual on water supply and treatment, CPHEEO manual on O&M.

- Planning shall be done for the horizon of at least next 30 years (aiming at year 2040), unless justified otherwise. Rehabilitation measures on the existing system shall also be given due consideration based on feasibility before proposing any new investments.
- The designs shall be in compliance with the relevant Indian Standards (as amended up to date, with all correction slips) and CPHEEO manual. Wherever such standards are not available, appropriate standards shall be followed after discussions with the client.
- Environmental and social assessments shall be based on the Environmental and Social Mitigation Framework (ESMF) developed for the project;
- For any studies and assessments, the required equipment / tools / logistics shall be arranged by the consultants themselves.
- The consultant shall be wholly responsible for all the details of the proposal, the physical and site conditions, the execution methodology etc. All data utilized in preparation of the proposal shall be presented indicating the sources of the data and also the basis of assumptions, if any. The consultant shall be responsible for all the data or designs and drawings given by them.
- The Scope will include completion of planning exercise and preparation of reports and necessary procurement documentation.

Procurement and Implementation assistance shall be provided for undertaking detailed Water Audit exercise (see Section 3.A.2 (d), Step-2). The scope during this procurement assistance includes: helping the Employer/ULB prepared Notice Inviting bids, publish it, receive and evaluate bids, make recommendations, award; the scope in implementation support includes: overseeing implementation on behalf of the ULBs to see that implementation happens as planned, meets all technical, environmental and social requirements, progress is on time and help ULB process and make payments on time. Necessary progress review reports shall be submitted monthly.

- As part of the Inception Report, the consultants shall develop the overall structure of outputs and interlinkages between them. As the work progresses, the consultants shall also prepare the Table of contents of the reports and get that approved from CMDA.
- All documentation for obtaining permissions from the Pollution Control Board (PCB), CPHEEO etc. where ever required shall be prepared by the consultant, and necessary assistance will be provided by the client. The ULB will obtain the permissions. The consultant shall assist the Municipalities in obtaining technical sanction from competent authorities.

3A. Reviewing the Existing Situation and undertaking assessments

As indicated in the Background section, the ULBs have got the DPRs prepared for the water supply sector earlier, which cover mostly infrastructure improvement aspects. There is a gap in

those DPRs in proposing a comprehensive outlook for water supply service improvements. The consultants would therefore review the present work done by the ULB, including the DPRs or any other assessments, to analyze the current strengths and weaknesses for providing efficient water service.

3.A.1. Information Collection

Collect and present the Information on the Existing situation in two strands: i) Background / System Status and ii) Operational Approaches / Capacities. Plan and carry out necessary assessments to analyze the situation. The assessment should cover, inter-alia, the following key issues:

1) Background / System Status

- a) ULBs service area, economic growth, urban growth, physical and hydro-geological parameters, population growth and factors influencing;
- b) Demands and availability of water, water resources, source sustainability, conditions on water drawals, alternate vendors/sources used by the beneficiaries;
- c) Infrastructure to serve the demands, along with key system components to maintain it efficiently
 - i) Status of existing assets and their rehabilitation needs;
 - ii) Assess whether typical system management components such as bulk flow meters, pressure regulating valves, transmission mains without illegal connection of distribution lines, energy efficient usage tools/equipment, domestic meters etc are available and functioning;
- d) Profile of slums and Service to the Poor

2) Operational Approaches / Capacities

- a) Operational approaches adopted by the ULB and the O&M performance;
 - i) Water Conservation, Optimal use of water resources and infrastructure, demand management,
- b) Institutional skills / logistical arrangements for efficient service delivery;
 - i) E.g., e-governance tools, customer information, Maps and data availability / data maintenance, billing and collection systems
- c) Costs of service delivery and revenues;
- d) Customer interface, user perception of service.
 - i) Current practices (e.g., customer orientation, feed back systems, Complaint and grievance redressal mechanisms)
 - ii) Consumer perception on service improvements

In order to properly inform the subsequent planning exercise, the following specific assessments shall be undertaken, in addition to other assessments that the consultant may plan to cover the above issues. The framework for these assessments is given in the next section.

- a) Field Surveys and preparation/uptation of base maps;

- b) Asset Status / Performance Review to determine the functional status and rehabilitation needs;
- c) Water Audit to understand the water production and consumption situation;
- d) Assessment of water demands in the service area
- e) Affordability study to determine the level of affordability against the desired service levels.

Main Output: the Main output of this exercise is a report on Existing Situation, Identified Priority interventions (with their procurement and implementation plan), Planning Parameters and Design Basis to be considered in further designs, drawing upon these assessments.

After an agreement with the client on Priority Interventions, prepare the bid documents for the same.

There are some specific assessments to be undertaken as indicated in Section 3.A.2 below, the required outputs of which are indicated there-in.

3.A.2. Analytical Framework & Methodology for Collection of Data and Assessments

The consultant shall develop the framework and methodology for completing the Tasks listed in 3.A.1. The methodology shall be agreed with the client before undertaking the assessments. Some of the specific assessments listed below shall follow the framework indicated:

- a) **Field Surveys and Preparation/Updation of Base Maps:** Undertake Total Station Survey and prepare / update the base maps on a GIS platform, indicating all the infrastructure elements along with their key features.

Output: Base Maps with information on the Water Supply Infrastructure

- b) **Asset Status and Performance Review:** Determine the data requirements and procedure for collecting the data on system installation and collect data relating to source (quantity, quality, seasonal fluctuations), transmission mains, pumping system, treatment plant, reservoirs, distribution system, O&M practices, breakdown history, efficiency, system leakages and losses, quantity of water handled etc., electrical data like contract demand, hours of operation, peak loads, supply availability, tariff levels, annual consumption, power costs etc. Salient parameters to be reviewed are listed in Annex-1.

Measure the flow and pressure at appropriate points of the system as required, in consultation with the ULB, in all existing zones and make an assessment of weaknesses of the existing water supply system by comparing the actual with the output of the network analysis and make an assessment of the condition of existing pipes by consulting the Municipal staff. Pressure measurement points may be put at appropriately selected locations – with more numbers in the defective water supply pockets. Based on this analysis, identify underlying causes for non-performance and not adhering to standards. Support the analysis with backup data.

Output: Asset Status and Performance analysis.

c) Water Demands: Water Demands for the city shall be estimated based on review of existing consumption patterns and likely realistic increments for future, based on a sample household survey of different categories of consumers. This exercise shall also inform the present service levels, the improvements that the consumers perceive as necessary.

Output: Water Demands, Customer Service Perception (duration, quality, quantity, pressures; alternate sources, adaptations, costs etc)

d) Water Audit and Estimation of Non-Revenue water:

The Water Audit exercise, shall inform the overall production of water (not to be based on just rated capacity of pumps), flows in different parts of water service area to determine areas of high/low consumption, losses – both physical and revenue. An analysis of this information along with the system status shall inform possible areas of high physical/revenue losses and priority areas of intervention and possible demand management options. This shall be done in two parallel steps: Step-1 for quick estimates to be used in the designs; Step-2: for refining the estimates for use as record by the ULB for future use.

Step-1: Study the existing water supply network upto the service connection through the information obtained from Field Surveys and Performance reviews and in discussion with the O&M staff of the Municipality, with a view to identify and prioritize rehabilitation needs of existing system and major leak spots in the system. For locations identified as having the maximum potential to reduce the loss of water suggest the improvements to be effected. Based on this, prioritize measures for taking up urgent repairs with minimum cost and time to get maximum benefits: e.g., replacement of inefficient pumps, replacement of leaking mains, repairs to leaking tanks etc. Quantify the water that could be saved by implementing these measures. Indicate possible demand management options.

Output of Step-1: Overall Water Balance, Demand Management options, Major leak Spots, Priority Areas of intervention, Possible Water Savings, Customer meter Status, Metered and Unmetered water use by Consumers.

Step-2: While it is recognized that installation of domestic meters and regularization of unauthorized connections by the ULB takes time, for refining the Water Audit, follow the methodology suggested in Chapter 15 of O&M Manual of CPHEEO. For the distribution system particularly, select at least two representative District Metered Areas (DMAs), in discussion with the ULB, representing at least 10% of the households in the ULB, by selecting the areas that can be easily segregated, preferably under the command area of different reservoirs. Undertake one round of Consumer meter sampling (if they exist) as per the Manual to estimate the usage by customers (both metered and unmetered) and the possible losses in customer service lines and appurtenances.

If there are no consumer meters existing in the ULB, provide for stop-cocks to the consumer connections and public taps, to be able to close them for testing to analyze the losses in the

system (main lines, feeder lines, ferrules, consumer connections). Also, in such a situation of no consumer meters existing, in order to derive water usage by consumers, identify sample representative consumers of various categories (e.g.in selected roads), fix consumer meters on their connections and measure the usage patterns.

This step requires capital investments as well in terms of establishing meters, closing connections, metering a sample consumer connections and public taps, valves for segregation etc. The consultants would therefore include such investments as priority investments, to be implemented early by the ULB.

The consultants scope for this exercise would be to plan the exercise, identify the DMAs, identify the investments, procure and get the work done on behalf of the ULB, monitor the implementation and reassess the water audit and demands.

Output of Step-2: Refined report of Step-1

(Note: A separate exercise of detailed NRW assessment and Energy audits will be undertaken by the ULBs in parallel to implementation)

3B.Feasibility Analysis and Detailed Planning

Based on the information collected in the preceding phase, Plan the capital improvements to meet the desired service levels. Ensure that there is adequate focus on rehabilitation and strengthening as feasible, while opting for new investments.

Before proceeding with detailed designs, analyze the feasibility of options/alternatives looking from various analyses: technical, environmental, social (including resettlement and rehabilitation), financial and economic. Prepare concept plans highlighting possible options, benefits and impacts, drawings and preliminary costs, with a recommendation on the preferred option. Identify Short Term/Immediate, medium and long term investment plans for improvement of water supply,

Once the option and phased improvement plan is agreed with the client, undertake preliminary and detailed designs and finalize the respective analyses for that option. Prepare relevant documentation / IEC (Information, Education and Communication) material and assist the ULB in undertaking IEC activities including updating the Web-sites with relevant information.

Prepare cost estimates, contract packages, bid documents, procurement, implementation and O&M plans. Prepare strategies/practical plans for monitoring of progress of procurement, implementation and O&M. Finalize the Detailed Project Reports with all this information.

3B.1. Aspects to be covered

Cover the following aspects in the analysis:

- e) *Service Levels*: Establish the present and Desired Service levels in a consultative manner, backed up by costs and impacts.

- f) *Population*: Population projections based on appropriate projection technique based on the growth status of the municipality and economic factors;
- g) *Development Factors*: Municipal development plans and developmental factors influencing water demands and their impact on the infrastructure planning;
- h) *Water Demands*: Demands based on sample analysis carried out in the Information collection exercise, and based on population growth and municipal development;
- i) *Water Resources*: Water Resource availability, quality and sustainability to serve the demands for the horizon year. For Source improvement,
- Study the properties of the existing sources with regard to catchment, hydrological details etc.
 - Identify new potential sources (if required) for water in co-ordination with various departments to cater for ultimate demand.
 - Evaluate the method of treatment required.
- j) *Infrastructure planning* that is technically feasible, meets the growth needs of the municipal development, integrates into city development plan, economically effective and has least environmental and social impacts.

While planning, factor-in the following issues:

- reorganize the existing network to suit efficient O&M practices,
- promote optimal/effective utilization of the existing infrastructure (e.g., reservoir capacities, trunk mains, water sources etc).
- Provide for adequate flow and pressure control/regulation utilities, flow measurement devices.
- **Replace / Upgrade the consumer connections with appropriate material (e.g., MDPE) (as these are the most vulnerable portions of the system where the physical losses are more); and provide for consumer meters – replacing the non-functional meters (since there should be provision for measuring the supplies and raising revenues). The cost will be borne by the ULB initially as part of the project and will be recovered from the consumers later.**
- consider technological advancements, including new pipe / construction materials, variable speed drive pumps for energy efficiency, improved methods of water treatment with better clarifiers, plate and tube settlers, dual media and declining rate and high rate filters, new chemicals and poly –electrolytes, alternative methods of disinfection etc.
- Integrate the services to the poor with the trunk infrastructure; review free supplies through stand-posts and plan for managing them;
- Ensure a minimum residual pressure of 7m
- Consider feasibility of 24/7 supplies, if not, plan for maximum possible supply hours with necessary peak factor. Justify the reasons for non-achievability of 24/7 currently and indicate a plan of action with cost implications.

- k) *Environmental Assessment*: The SEAMF governs the social assessment of sub-projects.

During the feasibility stage, cover the following:

- Review national, state and local environmental regulatory requirements on environmental aspects, including necessary clearances from state and central government in the context of proposed project components

- establishing environmental baseline covering the specific location of water supply components including the designated project sites – such as supply source, site for locating water off-take; right of way for transmission mains and water treatment plants; storage reservoirs and pumping stations; sites for elevated service reservoirs; distribution network; and existing facilities for waste water disposal;
- carry out environmental screening in the light of baseline conditions and proposed project activities to identify key environmental issues and defining the scope of detailed environmental assessment to be carried out as part of detailed project reports (DPRs). During screening, consideration shall be paid to (i) location of the sub-project with respect to environmentally sensitive areas, and community concerns; and (ii) volume, nature and technology of construction. The screening process shall include stakeholder consultations;
- conduct environmental analysis of alternatives for different project components and provide specific inputs to technical analysis of alternatives – the objective of such analysis shall be to minimize environmental impacts and provide specific inputs to feasibility analysis. Analysis of alternatives shall identify opportunities for environmental enhancements, where ever feasible

During the Detailed Environmental Assessment (EA), cover the following:

- conduct detailed environmental assessment (EA) covering all the components of the projects with supporting primary/secondary surveys. The environmental assessment shall identify expected environmental impacts (where ever applicable with quantitative/qualitative information) due to the proposed project. The primary surveys shall include source water quality analysis (minimum one week), environmental surveys including identification of severance, tree cutting schedules and forest diversion proposals (if necessary), and baseline noise quality monitoring at pumping stations,
- prepare a project component specific and implementable environmental management plans (EMPs) to minimize and mitigate environmental impacts. The EMP shall be integrated in to bid/contract documents with necessary contract covenants, technical specifications, and BOQ items for effective implementation. The EMP shall also include: implementation and monitoring mechanism, and institutional mechanism and resources required for implementation
- prepare an executive summary of EA and EMP and translate the same in to local language to facilitate disclosure

Conduct the above activities involving stakeholders through consultations with prior information. The consultations shall focus to: (i) collect baseline information, (ii) obtain a better understanding of the potential impacts, (iii) appreciate the perspectives/concerns of the stakeholders, (iv) secure their active involvement during screening, impact assessment, and preparation of EMPs. All the stakeholder consultations shall be documented.

l) *Social Assessment*: The SEAMF governs the social assessment of sub-projects and the assessment should comprise:

- Screening of sub-projects and their classification into those having (High, medium or low) or not having resettlement impacts;

- Stakeholder consultations during the planning and design stages (which are to be documented) and plans for involvement of local people during sub-project implementation;
- For all the proposed measures, assess the potential dislocation of people's residence or livelihoods (either permanently or temporarily) and impacts on property (in accordance with the Social and Environmental Assessment and Management (SEAM) Framework of the World Bank-assisted APMD Project), and identify the alternative with the least human and resettlement costs;
- Full analysis of R&R requirements, including likely impacts and entitlements of all persons potentially affected by sub-projects
- Identification of Mechanisms to continue identification of resettlement issues at different stages of sub-project cycle;
- Resettlement action plans (RAPs) in full consultation with the affected persons, including timelines specifying all actions to be completed before works are begun, in keeping with the World Bank's R&R policy, and likely costs, and
- Roles and responsibilities of different agencies such as APUIF, ULBs and other government agencies in addressing resettlement issues.

m). *Economic Analysis*: Undertake Quantitative cost-benefit analysis for subprojects estimated to cost over Rs 15 crore, and it should demonstrate an economic rate of return above the opportunity cost of capital, currently estimated at 12%, or cost-effectiveness.

n) *Financial Analysis*: Undertake the financial analysis with the following objectives:

- To better understand the financial position of the ULB and arrive at an assessment of their financial capacity to sustain the proposed (prioritized) sub-projects / interventions, in terms of being able to provide counterpart financing, servicing any additional debt that the ULB may incur and meet Operation and Maintenance (O&M) cost obligations.
- assess the current financial position of the same as a "stand-alone" activity, including working out various financial indicators, tariff implications and then prepare a medium-term, sustainable business plan for improving delivery of water service.

The outputs from the financial assessments will include

- A Financial and Operating Plan (FOP) for the ULB as a whole, including 10-15 year financial projections separately for both the operating and capital budgets (a capital investment plan), taking into account the prioritized water supply sub-projects / interventions proposed to be undertaken over the medium term as part of this exercise as well as other priority sub-projects that the ULBs proposes to implement / already implementing. The ULB needs to demonstrate operating (current account) surplus, sufficient to meet debt service obligations and O&M expenses, of more than 15% of the subproject cost(s) based on audited accounts.
- A 10-year business plan and financial forecast for the Water operations of the ULB on a stand-alone ("ring-fenced") basis. This would include: (a) Key assumptions; (b) Summary Capex and summary Opex required to achieve intended improvements in service levels, including the financing mix for such capex (loans, grants, subsidies); (c) Summary financial statements covering income – expenditure, funds flows and balance sheet (if possible); (d) Projected tariff levels and structure so as to fully meet O&M costs over the medium term (3-5 years) and begin meeting debt servicing / recovering capital expenditures; (e) Projections

of a set of key financial indicators; (f) Scenario analyses to understand sensitivity changes in key variables.

At the Feasibility stage, organize a workshop in the ULB to present the findings of different feasible options and the preferred one. Justify this with respect to the impacts, costs and municipal capacities. Document the consultations.

3B.2. Surveys, investigations and tests required:

The list of Surveys, investigations and tests required and their scope is in Annex-2.

3B.3. Detailed Designing, Procurement and Implementation Planning

For the final option, prepare detailed engineering designs, drawings, Bill of Quantities (BoQs) and tender documents.

o) *Designs*: The residual head at tail end shall be 7 m of water pressure. Undertake network analysis using standard software. Design the civil structures based on computerized structural analysis. Designs shall follow the latest Indian Standards with amendments. The consultants have freedom to choose the type of sub structure and superstructure provided code specification/CPHEEO stipulations agreement. The drawings and designs shall include a general arrangement drawing and detailed drawings of all components in appropriate size A0-A3. The level of detailing shall be such as to enable check of conformance with provisions of Indian Standard / Other Codes, including detailed construction drawings and bar bending schedules. Define the specifications followed for each of the components.

p) *Cost Estimates*: For the final project, prepare detailed items and quantity schedules and cost estimates based on the market rates. Prepare detailed cost estimates item wise (AP PWD / PHED Schedule of Rates), with necessary road restoration charges wherever needed. For items not covered under schedule of rates, market rates are to be assessed. There should not be any lump sum items in the bill of quantities. Provide unit costs of various infrastructure components based on the estimated costs.

Assist the municipality in getting administrative/technical sanction for the estimates from the competent authorities.

q) *Network Maps and Asset Drawings*: Prepare Network maps with proper zoning using the updated information available from the tasks above and the proposed strengthening measures. Prepare Asset Drawings with relevant information to serve as an information archive.

r) *Contract Packaging, Procurement Planning and Bid Documents*: For the identified works, define feasible contract packages, prepare procurement plans as per the Project Standard requirements, and prepare draft bid documents in the World Bank prescribed format.

s) *Implementation Plan*: Prioritize the actions into Short, Medium and Long term actions. Prepare an implementation schedule for these. Draw up project budget with monthly targets, furnish network analysis such as CPM/PERT by using MS Project/Prima veera software package for purposes of effective project monitoring and regular reports. Give due considerations to the permissions / clearances required from various authorities, time required for supply of material (considering material availability constraints, manufacturing and supply periods etc).

Plan to ensure that R&R actions are implemented before commencement of works.

Propose strategies for monitoring of implementation and contract management. Highlight focus areas for close monitoring in terms of quality control / implementation progress.

While proposing the specifications for construction / implementation, consider new construction technologies, Trenchless technology / Micro-tunneling, better pipe laying and plumbing techniques, etc.

t) *Service Improvement Plan*: For the proposed option, develop a Service Improvement plan covering the following:

- Progressive achievement of service levels defined and strategies to achieve this over time. Define the service levels based on the framework suggested by the Ministry of Urban Development, Government of India. The physical investments under the sub-project and other initiatives are expected to progressively enhance the service performance of the ULB.
- Bulk system operation based on assessed strengths of the system, source capacities, optimal use of available water resources (seasonal, long-term), demands on the system in different parts of the service area and their seasonal variation, demand management, consistency with the phased strengthening measures, equitable supplies and management of pressures and flows;
- Distribution system operation to manage each zone together at once with minimal valve operations (without any block regulation as has been the current practice); along with pressure and flow management strategies;
- Treatment Plant and Pumping system operations;
- Possible automation in O&M;
- review of free supplies through stand posts and their effective management / control, control of illegal connections, handling water contamination risks;
- possible strategies for NRW management based on assessments undertaken, including possible incentives for NRW management; preventive maintenance and progressive asset rehabilitation based on expected life of the assets,
- Water Audit plan based on experiences of DMAs, Energy audit plan, progressive domestic metering plan ;
- spares, tools and equipment – procurement plan, annual budgeting for them, maintenance of tools and equipment;

- institutional roles and responsibility, structure of O&M unit, outsourcing possibilities, citizen involvement, training to O&M staff, O&M monitoring, supervision of O&M responsibilities, job description for operators and staff;
- Costs, Funding and budgeting; revenue management including tariff improvements to meet the costs of operations. Consider identification of revenue losses, revenue improvements, suggestion for pricing, rationalisation of connection charges, water tariff and pricing for bulk supplies, possibilities for commercialisation like bottling etc. Tariff shall consider life-line supplies to the poor, including transparent cross-subsidies as required.
- complaint monitoring and redressal, billing and collection, service monitoring and dissemination of performance.
- Tips and guidelines on reduction of costs through preventive maintenance, better pipe laying and plumbing techniques,
- Propose strategies for continuous service monitoring, linking to the state framework with relevant indicators

Provide the necessary linkage of output of this exercise with the Capacity Enhancement and Sustainability assessment done in the Phase-C.

Output: The outputs of this exercise are:

- Feasibility and Concept Plans;
- Detailed Project Report with all the information above, supplemented with drawings, other supplementary reports and IEC material as required.

3C.Capacity Enhancement and Sustainability

Drawing upon the analyses done under Feasibility and Detailed Planning, Prepare an Action Plan for Capacity Enhancement within the ULB to handle the proposed investments and services in a sustainable manner. The Action Plan shall be compiled in a report “Capacity Enhancement Action Plan (CEAP)” as a supplementary report to the DPR. Develop the CEAP in a consultative manner, involving the ULB staff. Link the proposed training and capacity enhancement activities with the State level strategies. Provide implementation strategies for the initiatives proposed.

Amongst all the activities proposed, identify the activities that can be started early on, parallel to the Priority Investments implementation, which can add value. To help analyze this, a separate matrix of possible state level initiatives and those that can be taken up in parallel with the planning and implementation of sub-projects in the ULBs is given in Annex-3.

The CEAP shall cover the following:

- Institutional Assessment:* Institutional set-up at the ULB, capacity gaps for addressing implementation (technical, environmental, social issues, contract management, implementation monitoring), O&M (set up, staffing and capacities, logistics (e.g., MIS,

computerized billing systems, separate accounting), infrastructure (e.g., office space, vehicles, tools, plant and equipment), ability to oversee outsourced contracts), Community Interface (IEC, community involvement, grievance redressal systems, efficient service provision); and suggestions for improvements.

Review this with specific reference to roles, responsibilities, authorities and accountabilities, appropriate level of centralization/decentralization, efficient coordination of functions, convergence of results etc.

c) *Operational Sustainability*: Implementation / technical practices leading to poor O&M performance, O&M approaches, progressive improvements to enhance sustainability;

d) *Financial Sustainability*: Capacity to withstand proposed measures, FOPs and a 10 year Business Plan for Water Operations.

e) *Sub-Project Management Capacity*: ULB's institutional capacity to handle APMDP sub-projects, which should comprise

- Staffing for sub-project civil work procurement, and fund drawdown and application;
- Recording and reporting of sub-project physical and financial progress;
- Compliance with audit requirement under the project.

f) *Capacity Building Strategies*: staffing requirements, assessment of training needs, skill up-gradation measures (induction training, on / off-job training, exposure visits etc), linkage with state level interventions.

Output: Capacity Enhancement Action Plan for the ULB

4. Schedule of completion of tasks

The total contract period is of 13 months period, with Stage-I for 7 months and Stage-II for additional 6 months. Specific timelines are the following:

Stage-I

a) Inception Report	1 month
b) Existing Situation and Design Basis Report	
Draft	1 ½ months
Final, with Priority Interventions, Procurement & Impl Plan	2 months
c) Outputs of Assessments under Phase-A	2 months
d) For Priority Investments - Detailed Designs (as needed), Procurement Documents	3 months
f) Feasibility Analysis and Concept Plan	3 months
g) Detailed Designs and estimates	
Draft	4 months
Draft final & DPR, draft Capacity Enhancement Action Plan, draft bid documents	5 months
h) Final Bid documents and Final Capacity Enhancement Action Plan	6 months
i) Final Reports – all, Detailed Project Report with Supplementary Reports, drawings	7 months
j) Procurement Assistance & completion of procurement	

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for District Meter Area establishment	7 months
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Stage-II

a)	Implemen
tation support during Water Auditing Exercise through a	
detailed exercise (ref: Clause 3.A.2, (d), Step-2)	7-13months

Interim Progress Reports	monthly
--------------------------	---------

(Time taken by Client for approval after submission shall be considered as two weeks.)

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

- (i) The maps and other data related to this work, to the extent available in the Municipal office will be provided.
- (ii) Assistance for obtaining FMB sketches and adangal for prepariang land plans from the land survey department will be given by the client.
- (iii) A copy of all the available DPRs as in where in condition would be provided.

6. Final Outputs (drawings, reports etc.) to be furnished by the consultant**a. Inception Report:**

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.

b. Existing Situation and Design Basis Report, Priority Interventions, Procurement Documents for Priority Interventions

Based on the understanding developed on the existing system through studies and assessments, present the existing situation; and develop the Basis of Designs and Planning parameters for Phase-B: Feasibility and Detailed Planning.

Identify the priority interventions with their costs for the immediate term, that will give maximum benefits to the ULB with reasonable cost and time. Provide a procurement and implementation plan for these along with bid documents.

c. Outputs of Assessments of Phase-A

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Provide outputs of general assessments undertaken and the specific assessments listed under Phase-A, except for NRW detailed assessment for the distribution system.

e. Feasibility and Concept Plan

Results of Feasibility analysis for various options, along with Environmental and Social Screening, documentation of stakeholder consultation, preliminary costs; Concept Plan of preferred option supported by justification, drawings and costs.

f. Detailed Designs and Estimates and Bid Documents

Detailed designs for the finalized plan, detailed cost estimates, with supplementary reports, drawings, IEC material, procurement and implementation plans including timeline of R&R actions to be taken before commencement of works, EAs, EMPs and RAPs, project monitoring plans.

Bid documents as per the World Bank model documents.

g. Capacity Enhancement Action Plan (CEAP)

Options for enhancing the capacity of the ULB to sustain the investments, with priority interventions and implementation plans.

h. Interim Progress Reports

Interim reports highlighting progress made, prospective plans, ULB/client intervention areas,

The consultants should submit 5 copies of all reports, documents and drawings mentioned above other than final bid documents of which he shall supply 10 copies. Soft copy of all reports and documents (MS word format) and drawings (Auto Cad) shall also be submitted.

7. Composition of Review Committee to monitor Consultant's work:

- a. C & DMA/Project Director, MSU
- b. Commissioner/Municipal Engineer, -----Municipality
- c. Nominee of APUIF
- d. Nominee of Engineer-in – Chief, PHED
- e. Nominee of Director Town and country planning
- f. Nominee of MEPMA

8. Procedure for review of reports

The review committee will review the reports and the progress of the work. The consultants follow up actions on the decision/suggestion will be reviewed in the next meeting. The comments or views on the various reports shall be given to the consultant within 2 weeks of submission of the respective reports/documents/designs.

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9. Appraisal of Detailed Project Report.

- 9.1.** Financial and Economic appraisal: Financial and Economic appraisal will be done by APUIF.
- 9.2.** Technical appraisal: The Technical appraisal including O & M appraisal of D P R will be done by the Engineer-in-Chief, Public Health Engineering Department.
- 9.3.** Social appraisal: Social appraisal will be done by the Social Scientist, MSU in consultation with an independent expert on R&R
- 9.4.** Environmental appraisal: Environmental appraisal and Energy audit appraisal will be done by Environmental Specialist, MSU
- 9.5.** Project Appraisal Committee (PAC)

The DPR will be declared appraised by PAC and approved by the Steering Committee as per GO Ms No. 288, MA dated 21-04-2009.

10. List of key professionals position whose CV and experience would be evaluated:

Sl. No	Key Position	No. of persons	Area of specific Expertise desired	Minimum qualification and Professional Experience desired
1	Project Manager (Team Leader)	1	In designing water supply projects, construction of over head and underground tanks, with exposure to water supply distribution system operations.	A post graduate degree in Civil Engg. with about 20 years experience Or A graduate in Civil Engg. With about 25 years experience.
2	Urban Specialist	1	In urban planning, infrastructure planning, institutional assessment	A post graduate degree in urban/regional planning or equivalent with about 10 years experience.
3	Project Engineer (Civil) (Water Supply)	3	In designing water supply projects, construction of over head and underground tanks, with exposure to water supply distribution system operations.	A graduate in Civil Engineering with about 10 years experience.
4	Project Engineer (Civil) (Water resources/Hydrology)	1	In the field of Hydrology, water resources and Hydrogeology, with exposure to assessment of potential of water sources.	A graduate in Civil Engg. with about 10years experience

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5	Project Engineer (Elec/Mech)	3	Experience in selection and installation of pumps electrical panel boards etc. and erection works, with exposure to Energy Audit studies.	A graduate in Electrical/Mechanical Engg. With about 10 years
6	Municipal Finance/Institutional Expert	3	Adequate exposure to financial and economic analysis of infrastructure projects / infrastructure finance / urban finance..	Masters in Management / Business Administration or a Chartered Accountant, with specific experience in Municipal Finance / Infrastructure Finance about 10 years experience
7	Accounting Specialist	3	Adequate exposure to accounting / compilation of financial statements for regulatory compliance, preferably with some experience in public accounting.	Chartered Accountant / Cost Accountant / Public Accountant with about 10 years experience
8	Social Development Expert	1	Experience in conducting stakeholder consultations and of resettlement planning and implementation	A graduate social scientist with at least 8 years experience in the field
9	Environmental Specialist	1	Experience in conducting Environmental Assessments to prepare implementable EMPs for water supply schemes	A post graduate degree in civil or Env. Engg. / Env. Plng. with civil engineering background with at least 8 years experience

Annex-1

Data Analysis

- dry and wet season source yields; quantity, quality, sources of pollution
- updated plan of the system; system condition - age, condition and capacity of pipes; type of treatment and condition of plant; operation and maintenance regimes and processes and their efficiency (eg., existing coagulation process and disinfection process); existing supply and constraints; sources of pollution in the system (transmission, distribution).
- pumping units age, O&M condition, piping, suction and delivery heads, panel board, cabling, voltage, current, and power consumed, impellor condition, log books maintained;
- valve locations, schedule of operations and O&M condition,
- net work details like details of pipes, type, dia, material, age & condition, pit taps and improving pressures, reducing losses, rehabilitation opportunities for feeders/distribution mains, feeder mains also acting as distribution mains, remodelling of distribution system, ELSR/GLSR regime and their operation, sub zoning, assessment of unauthorised connections, action for regularisation, pump sets fixed to HSCs,
- number of connections – domestic, industrial, commercial, institutional, etc,
- revenue, non-revenue, illegal, percentage not served by the municipal system, other water sources;
- physical conditions of the intakes, treatment plants, and other accessible parts of the system, to assess operations and conditions and discussions with staff regarding key issues;
- supply regime, ie number and times per day, flows from each source and at critical points of the system;
- Laboratory facilities, maintenance equipment, tools and plants, their status and their sufficiency
- Skilled and unskilled labor and their deployment

Annex-2

Surveys, investigations and tests required and their scope

a. Data

The details given in the technical conditions and specifications taken in conjunction with the study, is only a reasonable preliminary basis. The nature of the overall contract is such that after the proposal, the consultant shall be wholly responsible for all the details of the proposal, the physical and site conditions, the execution methodology etc. All data utilized in preparation of the proposal shall be presented indicating the sources of the data and also the basis of assumptions, if any. The consultant shall be responsible for all the data designs, and drawings given by them.

b. Survey and Analysis

The consultant shall conduct his own studies and prepare estimates based on schedule of rates specified by Government but updated to reflect actual market conditions wherever necessary. The APUIF, MSU as well as the local body concerned shall not be responsible (except as to risks specifically accepted under the conditions of contract) for the validity of the project details and designs and estimates.

c. Project site survey and Stakeholder Consultations

The local body shall indicate the Project sites and their measurements. The consultant shall be responsible for its verification. The consultants shall be responsible for carrying out the survey to determine the losses of water in the system and the condition of the pipes. The consultant shall be responsible for carrying out consultations with stakeholders who are likely to be affected by the potential sub-projects and documenting these consultations, including positive and negative responses to the proposed works.

d. Soil Investigation and Tests

Soil tests as per relevant IS/IRC Standards have to be done by consultants to arrive at design parameters for the formation and safe bearing capacity. At locations proposed for important installations like pump house, OHT/sumps etc., at least one bore hole for every such installation, should be made to determine the SPT N values at depth specified in the relevant IS codes. Soil samples taken from boreholes should be visually classified, index properties determined and presented in along with the final report. These boreholes should be normally taken to a depth whose N value is greater than 100 plus a further 3m depth (to account for any drastic fall in N value below these strata.). The subsurface water at each borehole be sampled and a chemical analysis carried out, to recommend appropriate cement/admixture for use in concrete mixed for the foundations. Recommendations of a geo-technical expert should be furnished in the soil report and should cover aspects e.g., appropriate soil stabilisation measures if required, bearing capacity of the founding strata.

- i) Carry out site surveys including taking levels with a view to fix alignment of pipelines and decide on introduction of additional facilities/engineering parameters like line boosters/Unerground/Elevated Service Reservoirs, sluice valves, air valves, scour valves etc., for ensuring daily and equitable water supply from the existing source to all areas including the existing unserved areas/areas with low pressure.
- (ii) Test the quality of water of the sources to find out the degree of treatment required.
- (iii) Carryout site evaluation analysis based on borehole data and soil test.

f. Instrumentation

All necessary instrumentation such as flow meters, energy meters etc., to carry out the study shall be arranged and operated by the consultants at their own cost.

Other surveys

Site surveys, Engineering surveys, socio-economic surveys, slum household surveys, affordability analysis, other relevant surveys required to support the assignment

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AP Municipal Development Project - Areas of Interface at State / ULB level during Service Improvement Planning

STATE INTERVENTION		ULB's INITIATIVES
Institutional		
Overall Framework		
Laws, regulations, 74th CA, decision making authority etc reforms		
Org Structure		
Org Strategy, mission, vision		review current set up for Service Unit, clarify / suggest improvements
Roles, responsibilities, authorities, accountabilities		-- do --
appropriate level of centralization and decision		-- do --
efficient coordination of functions and convergence of results		
Balance political and executive power		
HR		
Leadership		
Adequate skill sets		-- do --
Managerial capacities		
incentives, disincentives		
change management, work culture		
Staff development, performance, appraisal, promotion		propose possible training activities, linking to CENA strategy
training		-- do --
Financial		
For Capital Expansion / renewal		do financial analysis of the proposed investments, ULB

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Section-6 Standard Forms of Contracts
ANNEX . Consultants
Services: Lump-Sum Contract

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STANDARD FORMS OF CONTRACT

Consultants' Services
Lump-Sum

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CONTRACT FOR CONSULTANTS' SERVICES

Lump-Sum

Between

COMMISSIONER AND DIRECTOR OF MUNICIPAL ADMINISTRATION,
MA&UD DEPARTMENT,
GOVERNMENT OF ANDHRA PRADESH
[Name of the Client]

And

[Name of the Consultant]

Dated: _____

Consultant

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I. Form of Contract LUMP-SUM

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month _____, _____ of between, on the one hand, Commissioner and Director of Municipal Administration, MA&UD Dept., Govt. of Andhra Pradesh (hereinafter called the "Client") and, on the other hand, _____ [name of Consultant] (hereinafter called the "Consultant").

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

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) The Client has received [or has applied for] a loan from the International Bank for Reconstruction and Development (hereinafter called the "Bank") [or a credit from the International Development Association (hereinafter called the "Association")] towards the cost of the Services and intends to apply a portion of the proceeds of this loan [or credit] to eligible payments under this Contract, it being understood (i) that payments by the Bank [or Association] will be made only at the request of the Client and upon approval by the Bank [or Association], (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan [or credit], and (iii) that no party other than the Client shall derive any rights from the agreement providing for the loan [or credit] or have any claim to the loan [or credit] proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

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

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices: [Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix]
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub-Consultants
 - Appendix D: Breakdown of Contract Price in Foreign Currency

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Appendix E: Breakdown of Contract Price in Local Currency
Appendix F: Services and Facilities Provided by the Client
Appendix G: Form of Advance Payment Guarantee _____ not used

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

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

For and on behalf of
[The Commissioner and Director of Municipal Administration MA&UD Dept. Govt. of A.P.]

[Authorized Representative]

For and on behalf of [name of Consultant]

[Authorized Representative]

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

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

[name of member]

[Authorized Representative]
[name of member]

[Authorized Representative]

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

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

“Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.

“Bank” means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A., or the International Development Association, Washington, D.C., U.S.A.

“Consultant” means any private or public entity that will provide the Services to the Client under the Contract.

“Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is these General

Conditions (GC), the Special Conditions (SC), and the Appendices.

- (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (h) “GC” means these General Conditions of Contract.
- (i) “Government” means the Government of the Client’s country.
- (j) “Local Currency” means the currency of the Client’s country.
- (k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- (l) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (m) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) “In writing” means communicated in written form with proof of receipt.

1.2 Law Governing Contract

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

1.3 Language

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

1.4 Notices

1.4.1

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

1.4.2

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

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

1.6 Authority of Member in Charge

In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.7 Authorized Representatives

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

1.8 Taxes and Duties

The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

1.9 Fraud and Corruption

If the Client determines that the Consultant and/or their Sub-Consultants has engaged in corrupt, fraudulent, collusive coercive, or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub- Clause 2.6.1(c).

Should any personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that personnel shall be removed in accordance with Sub-Clause 4.2.

1.9.1 Definitions

For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:

(i) "Corrupt practice"¹¹ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice"¹² is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "Collusive practice"¹³ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "Coercive practice"¹⁴ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "Obstructive practice" is (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 3.6.

1.9.2 Measures to be taken

(vi) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

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

1.9.3 Commissions and Fees

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement of Services

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

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

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

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) Days' in the case of the event referred to in (e).

(a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.

(b) If the Consultant becomes insolvent or bankrupt.

(c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

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

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

2.6.2 By the Consultant

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

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

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

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Consultant:

(a) Payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;

(b) Except in the case of termination pursuant to paragraphs (a) through

(c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

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

3.2 Conflict of Interests

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

3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.

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

3.2.2 Consultant and Affiliates not to be otherwise interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities

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

3.3 Confidentiality

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

3.4 Insurance to be taken out by the Consultant

The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be

specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions Requiring Client's prior Approval

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

- (a) Entering into a subcontract for the performance of any part of the Services,
- (b) Appointing such members of the Personnel not listed by name in Appendix C, and
- (c) Any other action that may be specified in the SC.

3.6 Reporting Obligations

- (a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.7 Documents Prepared by the Consultant to be the Property of the Client

- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
- (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Accounting, Inspection and Auditing

The Consultant shall permit the Bank and/or persons appointed by the Bank to inspect its accounts and records as well as those of its Sub-Consultants relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Consultant Guidelines).

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the

Replacement of Personnel

reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

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

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.

5.2 Changes in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law 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, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Client shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

6.1 Lumps-Sum Payment

The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

- (a) The price payable in foreign currency/currencies is set forth in the SC.
- (b) The price payable in local currency is set forth in the SC.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payments

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the Clause SC 6.4, interest shall be paid to the Consultant for each day of delay at the rate stated in the SC.

7. GOOD FAITH

7.1 Good Faith

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

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract.
{1.1(a)}	{The words "in the Government's country" are amended to read "in INDIA"
1.3	The language is ENGLISH
1.4	<p>The addresses are: Client: <u>Commissioner and Director of Municipal Administration, MA&UD Dept, Govt. of A.P., 640, A.C. Guards, Hyderabad-4, Andhra Pradesh, India</u></p> <p>Attention: <u>Dr. PREM CHAND, I.A.S.</u></p> <p>Facsimile: <u>040-23435589</u></p> <p>E-mail: <u>pd.apmdp@cdma.gov.in</u></p> <p>Consultant: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
1.7	<p>The Authorized Representatives are:</p> <p>For the Client: <u>The Project Director, APMDP</u></p> <p>For the Consultant: _____</p>
1.8	<p>The consultants, sub-consultants and the Personnel shall pay the taxes, taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in this regard to the deduction of such taxes (<i>tax deduction at source – TDS</i>) as may be lawfully imposed.</p> <p><u>For Foreign Consultancy Firms only</u></p> <p>The Client warrants that the Client shall reimburse the Consultant, the Sub-consultant and the Personnel for any <u>indirect taxes</u>, duties, fees levies and other impositions imposed, under the Applicable law payable in India on the</p>

Comment [w13]: This portion may please be replaced with the portion added below which is high-lighted

<p>1.8.1</p>	<p>Consultants, sub consultants and the Personnel on production of documentary evidence , in respect of.</p> <p>a.Any equipment, materials and supplies brought into the India by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;</p> <p>b.Any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>c.Any property brought into India by the Consultant, any Sub-Consultants or the Personnel (Other than nationals or permanent residents of India), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the India, provided that:</p>
<p>1.8.2</p>	<p>i. The Consultant, sub-Consultants and personnel, and their eligible dependents, shall follow the usual customs procedures of the India in importing property into India.</p> <p>ii. If the Consultant, sub-Consultant or personnel, or their eligible dependents, do not with draw but dispose of any property in India upon which customs duties and taxes have been exempted, the Consultant, Sub-consultant or personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of India, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into India.</p>
<p>1.8.3</p>	<p>The client warrants for both the foreign and Domestic consultancy firms, the Consultancy services taxes paid in India in respect of this contract will be reimbursed on production of document of evidence of payment.</p>

{2.1}	The Effective Date is date of signing the contract
2.2	The date for the commencement of service is 29 th January 2010
2.3	The time period shall be 13 (thirteen) months Excluding the time taken for approval by the client
3.4	<p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of [insert amount and currency];</p> <p>(b) Third Party liability insurance, with a minimum coverage of [insert amount and currency];</p> <p>(c) professional liability insurance, with a minimum coverage of [insert amount and currency];</p> <p>(d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
{3.5 (c)}	Deleted
{3.7 (b)}	{The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.}
5.1	Not applicable
6.2 (a)	The amount in foreign currency or currencies is [insert amount]
6.2 (b)	The amount in local currency is [insert amount]
6.4	<p>The accounts are:</p> <p>for foreign currency or currencies: [insert account]</p> <p>for local currency: [insert account]</p> <p>Payments shall be made according to the following schedule:</p> <p>(a) Five (5) percent of the lump-sum amount shall be paid upon Submission and acceptance of the inception report.</p> <p>(b) Ten(10) percent of the lump-sum amount shall be paid upon Submission and acceptance of the interim report (Existing situation,</p>

	<p>design basis, priority intervention, procurement and implementation paln.</p> <p>(c) Ten(10 percent of the lump-sum amount shall be paid upon Submission and acceptance of the draft designs and Estimates & procurement documents.</p> <p>(d) Twenty (20) percent of the lump-sum amount shall be paid upon submission and acceptance of the draft final report. CEAP with draft bid documents and DPR</p> <p>(e)Twenty (20) percent of the lump-sum amount shall be paid upon submission and acceptance of the final bid documents and final capacity Enhancement Action Palan.</p> <p>(f) Fifteen (15) percent of the lump-sum amount shall be paid upon after obtaining Technical sanction from the competent authorities.</p> <p>(g) Twenty (20) percent of the lump sum amount shall be paid after completion of stage - II</p>
<p>6.5</p>	<p>Payment shall be made within 45 days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within 60 days in the case of the final payment.</p> <p>The interest rate is:London Inter-Bank On-Lending Rate [LIBOR] plus 2% for foreign currency; and 5% (Commercial Bank’s prime lending rate of interest) for local currency.</p>
<p>8.2</p>	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>Dispute Settlement</p> <p>8.2 (i) Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with following provisions:</p> <p>8.2 (ii) Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on</p>

Comment [w14]: These two milestones (c) & (d) may please be mentioned as per the milestones given in TOR.

Comment [w15]: It is recommended that instead of New Delhi Hyderabad Chapter may be inserted

	<p>the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(a) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.</p> <p>(c) If, in a dispute subject to Clause 7.2 (ii) (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
<p>8.3</p>	<p>8.3 Rules of Procedure</p> <p>Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India unless the Consultant is a foreign national/firm, where arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>8.4</p> <p>8.4 Substitute Arbitrators</p> <p>If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>8.5</p> <p>8.5 Qualifications of Arbitrators</p>

Comment [w16]: It is recommended that instead of New Delhi Hyderabad Chapter may be inserted

8.6	<p>The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2 (ii) hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.</p> <p>8.6 Miscellaneous</p> <p>In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in</p> <p>(b) the English language shall be the official language for all purposes;</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>
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IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

Separate Sheet attached.

APPENDIX B - REPORTING REQUIREMENTS

Separate Sheet Attached.

APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS

Separate Sheet Attached.

APPENDIX D - BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

Note: List here the elements of cost used to arrive at the breakdown of the lump-sum price - foreign currency portion:

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenses.

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX E - BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

Note: List here the elements of cost used to arrive at the breakdown of the lump-sum price - local currency portion:

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenditures.

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX F - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

Separate sheet attached.

APPENDIX A – DESCRIPTION OF SERVICES

Consultancy services for “Comprehensive Palnning of Water Supply Service replacement in the following ULBs i.e., (1) Ananthapur Municipal Corporation (2) Chittoor Municipality and (3) Badvel Municipality” as per terms of reference document.

APPENDIX B- REPORTING REQUIREMENTS

a) Inception Report	1 month
b) Existing Situation and Design Basis Report	
Draft	1 ½ months
Final, with Priority Interventions, Procurement & Impl Plan	2 months
c) Outputs of Assessments under Phase-A	2 months
d) For Priority Investments - Detailed Designs (as needed), Procurement Documents	3 months
f) Feasibility Analysis and Concept Plan	3 months
g) Detailed Designs and estimates	
Draft	4 months
Draft final & DPR, draft Capacity Enhancement Action Plan, draft bid documents	5 months
h) Final Bid documents and Final Capacity Enhancement Action Plan	6 months
i) Final Reports – all, Detailed Project Report with Supplementary Reports, drawings	7 months
j) Procurement Assistance & completion of procurement for District Meter Area establishment	7 months
Stage-II	
b)	Implement
tation support during Water Auditing Exercise through a detailed exercise (ref: Clause 3.A.2, (d), Step-2)	7-13 months
Interim Progress Reports	monthly

APPENDIX C- KEY PERSONNEL AND SUB-CONSULTANTS

Sl. No	Key Position	No. of persons	Area of specific Expertise desired	Minimum qualification and Professional Experience desired
1	Project Manager (Team Leader)	1	In designing water supply projects, construction of over head and underground tanks, with exposure to water supply distribution system operations.	A post graduate degree in Civil Engg. with about 20 years experience Or A graduate in Civil Engg. With about 25 years experience.
2	Urban Specialist	1	In urban planning, infrastructure planning, institutional assessment	A post graduate degree in urban/regional planning or equivalent with about 10 years experience.
3	Project Engineer (Civil) (Water Supply)	3	In designing water supply projects, construction of over head and underground tanks, with exposure to water supply distribution system operations.	A graduate in Civil Engineering with about 10 years experience.
4	Project Engineer (Civil) (Water resources/Hydrology)	1	In the field of Hydrology, water resources and Hydrogeology, with exposure to assessment of potential of water sources.	A graduate in Civil Engg. with about 10years experience
5	Project Engineer (Elec/Mech)	3	Experience in selection and installation of pumps electrical panel boards etc. and erection works, with exposure to Energy Audit studies.	A graduate in Electrical/Mechanical Engg. With about 10 years
6	Municipal Finance/Institutional Expert	3	Adequate exposure to financial and economic analysis of infrastructure projects / infrastructure finance / urban	Masters in Management / Business Administration or a Chartered Accountant, with specific experience in

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			finance..	Municipal Finance / Infrastructure Finance with about 10 years experience
7	Accounting Specialist	3	Adequate exposure to accounting / compilation of financial statements for regulatory compliance, preferably with some experience in public accounting.	Chartered Accountant / Cost Accountant / Public Accountant with about 10 years experience
8	Social Development Expert	1	Experience in conducting stakeholder consultations and of resettlement planning and implementation	A graduate social scientist with at least 8 years experience in the field
9	Environmental Specialist	1	Experience in conducting Environmental Assessments to prepare implementable EMPs for water supply schemes	A post graduate degree in civil or Env. Engg. / Env. Plng. with civil engineering background with at least 8 years experience

APPENDIX D - BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

Note: List here the elements of cost used to arrive at the breakdown of the lump-sum price - foreign currency portion:

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenses.

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX E - BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

Note: List here the elements of cost used to arrive at the breakdown of the lump-sum price - local currency portion:

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenditures.

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX F - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

- (1) The maps and other data related to this work to the extent available in the Municipal Office will be provided.
- (2) Assistance for obtaining FMB sketches and adangal for preparing land plans from the land survey department will be given.