

Jawaharlal Nehru National Urban Renewal Mission

Sub-Mission for Urban Infrastructure and Governance

Toolkit for
Appointment of Independent Review and
Monitoring Agencies for projects

Content

1.	Background	1
1.1	Need for Independent Review and Monitoring Agency (IRMA)	1
2.	Independent Mechanism for Review and Monitoring of projects	2
2.1.	Review and Monitoring Process	2
2.2.	Appointment of IRMA Agencies	3
2.3.	Role of Institutions	3
3.	Procurement and Appointment of Independent Review and Monitoring Agency (IRMA)	6
4.	Financial Support / Reimbursement of Expenditure for IRMA	7
Annexures:		
Annexure - A	Model Request for proposal / Terms of Reference	9
Annexure - B	Model Contract Agreement	23
Annexure - C	Checklist for the reporting by the IRMA	47
Annexure - D	List of Shortlisted Agencies as IRMA	54

1. Background:

Jawaharlal Nehru National Urban Renewal Mission's (JNNURM Directorate, Ministry of Urban Development (MoUD)), has evolved a state level mechanism for third party Monitoring and Review of the projects sanctioned under the JNNURM Sub-Mission-I (Urban Infrastructure & Governance) component. It is intended that the review and monitoring process in the 63 Mission cities will keep track of the physical and financial progress of projects throughout the project development life-cycle.

This toolkit is to enable the State Level Nodal Agencies (SLNAs) set in motion the process of appointing the Independent Review and Monitoring Agencies (IRMAs) for monitoring and review of all projects implemented under JNNURM by urban local bodies, parastatals and other state agencies.

The purpose of this toolkit is to bring consistency and standardization in the process and mandate of external third party agencies deployed for monitoring JNNURM projects. Such consistent approach is also necessary for bringing about a structured input in monitoring and reporting systems used by different agencies (at Central, State and City levels), involved in implementation and monitoring of projects across different sectors.

1.1. Need for Independent Review and Monitoring Agency (IRMA):

The Mission Directorate, MoUD is currently implementing a web-enabled Programme Monitoring and Evaluation System (PMES) for JNNURM. The PMES is designed to capture the physical and financial progress aspects of JNNURM projects, both as reported by the Project Executing Agency (PEA) and the IRMA. Information periodically reported into the PMES, will be reviewed regularly by State and Central level stakeholders. This information will be the critical input for processing requests for release of subsequent installments of State and Central support to the projects.

The information reported by PEAs can be cross-verified with independent reports from the IRMA to identify any issues / constraints in project implementation and thereby enable corrective action. Independent review will also enable achievement of better project quality; time and cost control; value for money procurement; improved budgeting planning and funds flow in the project; and measurement of project outputs and impact.

The projects go through the stages of appraisal by the SLNA, are recommended by State Level Steering Committee, appraised by specialist agencies of Government of India, and then sanctioned by competent authority at the Central level. At each of these stages, there may be recommendations, suggestions, covenants proposed with respect to the project. The IRMA will ensure that these points are incorporated during the implementation of the project. Inputs from the IRMA will also provide important feedback to the key stakeholders at the city level on a periodic basis.

It is therefore necessary that each project is covered by an IRMA and ground level feedback is provided over the entire project development life-cycle to all concerned stakeholders at the City, State and Central levels.

2. Independent Mechanism for Review and Monitoring of projects

2.1. Review and Monitoring Process

All projects can be considered to have basically four stages over its development life-cycle, viz.

- Pre-Construction,
- Construction,
- Commissioning and Trial run, and
- Post Construction

The stage wise activities envisaged for the scope of services of the IRMA agencies are summarized below.

Pre -construction stage:

The activities for the IRMA in this stage consist of review of Detailed Project Report (DPR) documents, and pre-construction activities which will in-turn have a major implication on the project in terms of physical and financial progress. The review will largely be based on documents like, detailed design drawings, design and construction specifications, BoQ, tender documents, etc.

The Pre-construction activities would include project implementation plan, procurement processes, site clearance for construction, inter-departmental clearances, project management mechanisms, etc.

High-quality project preparation is critical for high-quality implementation. Inputs from IRMA in this stage will help the PEA, other city level agencies, SLNA and Mission Directorate in understanding the issues to be resolved in implementation of the project, and address them upfront.

Construction stage:

During the construction stage of the project, it is expected that IRMA will review and report on the physical progress of the project, performance of quality assurance systems, commercial performance, financial progress of the project and compliance with statutory requirements. Periodic review by the IRMA at this stage should enable forecasting of likely eventualities in time or cost over-run.

Commissioning, Trial run and Testing stage:

Wherever the projects are implemented by multiple contractors and under various types of contracting models, significant problems are faced by the PEAs / ULBs in taking over the completed project. Apart from assessing the performance of the asset created, IRMA will also examine whether the staff of the Operations and Maintenance (O&M) agency / ULBs are adequately trained for O&M, technical documents handed over and systems for O&M established.

Post-Construction Stage:

The IRMA is expected to make a one-time visit to the project site, after completion of the work and handing over of the project by the contractor to the concerned PEA / ULB, typically after one year of completion. This visit is aimed at providing a one-time report on the sustainability of the project. During their visit, IRMA is expected to observe the functional aspects of the project in terms of the total capacity created versus that actually utilized; user satisfaction; O&M performance, financial sustainability where applicable and other related parameters.

2.2. Appointment of IRMA Agencies:

As part of its efforts to hand-hold the States and Cities in JNNURM, the Mission Directorate, MoUD has empanelled a list of consultants to play the role as IRMA under JNNURM. A national level Expression of interest (EoI) was invited for the short-listing of consultants, and applicants short-listed on the basis of the firms' expertise in preparation of DPRs, experience in construction supervision of large projects and experience in urban infrastructure projects. A committee appointed by the Mission Directorate evaluated the details provided by the agencies and has recommended a list of consultants based on the criteria evolved. The list of empanelled consultants is given in Annexure D.

This list is not binding on the States, and the SLNAs may also appoint the agencies outside the list by adopting transparent competitive bidding process. Should the SLNAs seek to qualify agencies outside of this empanelled list, the recommended criteria for selection of agencies are:

- The agencies should have been in existence, in the field of preparation, supervision and implementation of infrastructure projects, for more than three years
- The Agencies should have a minimum turnover of Rs. One crore during each of the last three years
- Should have handled at least three projects in similar role
- The estimated cost of project supervised over the last three years should be more than Rs. 10 crore each
- Experience in the field of urban infrastructure projects shall be preferred. Expression of Interest may include the applicant's relevant past experience, specific experience in supervising large infrastructure projects, profile of the organization and its key personnel in the relevant fields, experience of working with the State Governments / Urban Local Bodies / Parastatal agencies, statement of its finances/audited accounts and the structure of the organization.

Selection of IRMA agencies by SLNA:

Mission Directorate, MoUD requires that the selection and engagement of IRMAs are done by the concerned SLNAs. SLNAs will need to issue RFPs to the pre-qualified agencies for submission of Technical and Financial proposals for selection as IRMA for all JNNURM projects being implemented in the Mission cities across the state. After undertaking due selection process, and prior to entering into contractual arrangement with the IRMA, SLNAs are required to submit the proposal for concurrence to the Mission Directorate, MoUD.

The Model RFP including the Terms of Reference (ToR) is given in Annexure A of this toolkit. SLNAs are advised to follow the given model RFP without modifying the stated objectives, scope and deliverables. In case any such modifications are effected, reasons thereto may be given and approval may be obtained from the Mission Directorate prior to the signing of contract with the agencies, at the time of submitting the proposals to MoUD for concurrence.

2.3. Role of Institutions

A number of institutions and sub-units within these institutions and their involvement, or are in the process of being established to strengthen the implementation of projects under JNNURM. The role of these sub-units vis-à-vis the IRMA in this context, and the overall framework for Review and Monitoring Mechanism is described in this section.

Sl No.	Organisational Sub-Unit	Located in	Role vis-à-vis the IRMA
Central Level			
1.	Mission Directorate, JNNURM	Ministry of Urban Development	<ul style="list-style-type: none"> • Provide concurrence on the engagement of an IRMA selected by the concerned SLNA • Review the reports periodically submitted by IRMA. Monitor progress of projects on basis of self-reporting by the PEA and independent reporting by the IRMA. • The States and Mission Cities may be consulted on the progress of the project implementation based on the reports of IRMA, whenever required. • If necessary, the Mission Directorate may seek clarification from IRMA, with information to the SLNA. • The Mission Directorate may advice the State on quality of reports submitted by the IRMA. If performance of IRMA is considered as unsatisfactory, the Mission Directorate may advice the SLNA to take necessary corrective action. • The expenditure towards appointment of IRMA will be reimbursed by the Mission Directorate on basis of actual expenditure incurred, at an annual periodicity.
State Level			
2.	State Level Steering Committee (SLSC)	State Government	<ul style="list-style-type: none"> • Approve the selection of IRMA by the SLNA and recommend the proposal to Mission Directorate, MoUD for concurrence. • Take note of physical and financial progress of JNNURM projects, and other issues identified by the IRMA.
3.	Program Management Unit (PMU)	State Level Nodal Agency	<p>It is envisaged that a Program Management Unit (PMU) shall be established and housed in each SLNA to provide strategic coordination and support for all JNNURM related reforms, projects, capacity building initiatives and other activities in the State. The PMU within the SLNA will play the key role of coordination and oversight of the IRMA on behalf of the SLNA.</p> <ul style="list-style-type: none"> • To appoint the suitable agency with the required experience and expertise as the IRMA, as per process suggested in this toolkit, ensuring no major deviation in the scope of services envisaged for IRMA, and ensuring no conflict of interest in execution of services. • SLNA shall communicate to all Mission cities / PEAs in the state for extension of cooperation, sharing of information, organizing field visits and all necessary assistance to the IRMAs for conduct of periodical review and monitoring. • Ensuring the performance of IRMA is as envisaged in the contract, and that the reports are submitted regularly and filed in the PMES • Review and examine the reports of the IRMA, scrutinize issues highlighted by the IRMA and initiate corrective actions where necessary with concerned PEA. • Seek inputs and guidance where possible on corrective actions that need to be taken in implementation of the projects. • Ensuring that the SLSC and Mission Directorate have access to all review and monitoring reports, in a timely manner. • Reporting to the SLSC on progress in implementation of projects, and highlighting project implementation issues and constraints that need intervention by the SLSC. • Making periodic payments to the IRMA and filing for claims of reimbursement from the Mission Directorate, MoUD • Ensuring that the IRMAs have access to the PMES for filing their reports.

Sl. No.	Organisational Sub-Unit	Located in	Role vis-à-vis the IRMA
City Level			
4.	Project Implementation Unit (PIU)	ULB of the Mission City	<p>It is envisaged that a Project Implementation Unit (PIU) shall be established and housed in the ULBs of the Mission Cities, to take the lead charge with respect to implementation of all JNNURM projects and reforms in the city. The PIU will play a key role in facilitating the work of the IRMA and coordinate between the IRMA and the PEA.</p> <ul style="list-style-type: none"> • Coordination with the PEA, that may either be a Department of the ULB, a parastatal agency or a Special Purpose Vehicle for the project • Schedule the visits of the IRMA across different projects in the city, and therefore may be with different PEAs. • Ensuring the IRMAs have access to the required documents, project sites, key officials for meetings and discussions and other support required for performance of their role. • Such coordination should ensure effective use of time of the IRMA while on the field. • Ensure that IRMAs file their reports in a timely manner. • Coordinate with the PEA to ensure that progress of the project is regularly updated on the PMES. • Examine the reports of the IRMA and the issues highlighted therein. • On the basis of IRMA's reports, take up coordination with various agencies in the city, when necessary for resolving bottlenecks in implementation. • Coordinate with the PMU in the SLNA and Mission Directorate in the MoUD as necessary, to facilitate smooth and effective functioning of the IRMA at the city level.
5.	Project Executing Agency (PEA)	<p>Department executing the project, in case ULB is executing the project.</p> <p>Parastatal agency, in case the parastatal agency is executing the project</p>	<p>Project Executing Agency (PEA) for the purposes of this toolkit, is defined as the agency or organizational sub-unit that is directly responsible for executing the project. In case, the project is being executed by the ULB of the Mission City, PEA will be the department or unit directly responsible for managing all technical, procurement, commercial and physical aspects of the project. In case, the project is being executed by a parastatal agency (such as Urban Development Authority, Water Board, etc.) the parastatal agency itself will be considered as the PEA.</p> <p>The role of the PEA vis-à-vis the IRMA is mentioned as follows:</p> <ul style="list-style-type: none"> • IRMA is expected to have intensive interactions with the PEA. • PEA will need to provide all necessary documents, provide access to project sites, provide time of its senior personnel and engineers, enable interactions with consultants and contractors, and all other support required for IRMA to carry out its mandate. • There shall prevail a sense of cooperation and transparency in access to the project documents, and other interactions. • Maintaining details of all project related documentation during the life cycle of the project at the project site office / nearest office is the responsibility of the PEA. • PEA shall regularly update the project progress on the PMES and submit other reports to the PIU, SLNA and Mission Directorate in MoUD

3. Procurement and Appointment of Independent Review and Monitoring Agency (IRMA)

The PMU within the SLNA should initiate the procurement process for appointment of Independent Review and Monitoring Agency in the state. The PMU shall issue the RFP, given in the toolkit to the short-listed agencies and shall call for submission of technical and financial proposal in two bid format. Pre-bid meeting may be organized with the agencies who evinced interest to participate in the bid and provide all the clarifications for submission of bid as detailed out in the RFP. The SLNA shall seek concurrence from the Mission Directorate about the appointment of selected IRMA. In seeking such concurrence, the following documents may be forwarded to the Mission Directorate, MoUD:

- A copy of the advertisement inviting for expression of interest or submission of bids should be furnished.
- Bid Evaluation Statement of Technical and Financial bids of the shortlisted parties.
- The draft contract document to be signed with the IRMA, highlighting places where the changes have been carried out in the model contract document circulated along with this toolkit. The draft contract should include all the proposed commercial details of the contract.
- The technical and professional details of the agency selected for IRMA and the proposed team.

SLNA shall ensure that:

1. IRMA deploys optimum number of experts as per the needs of the projects in all the Mission Cities
2. Deployed experts have experience of similar kind of projects and expertise in the concerned sectors
3. No Conflict of interest prevails in the engagement. Conflict of interest for an IRMA is defined as:
 - Any agency involved as a consultant in project preparation, supervision or implementation work in any of the JNNURM projects applying for IRMA is a conflict of interest in the particular City/State (as the case may be)
 - The team members of IRMA should not have been employed (as an employee) by any City or State level government agency in the 5 years preceding this contract in the particular State

4. Financial Support / Reimbursement of Expenditure for IRMA:

The cost towards meeting the expenditure involved in the appointment of IRMA will be reimbursed by the Mission Directorate, MoUD on the basis of claims submitted by the SLNA. The details to be furnished for the re-imbursement of expenditure are:

- The copy of the work order / contract issued to the IRMA consultant
- The copy of invoice raised by the consultant
- Evidence of payment already made to the IRMA agencies by the SLNA

Ceiling criteria for Reimbursement:

The reimbursement cost should not exceed more than

- Rs 2.0 lakhs per project for the review of project documentation (one time for each project)
- Rs 0.5 lakh per visit per project by the monitoring team (excluding visits undertaken for review of project documentation)

Annexure

Annexure - A	Model Request for proposal / Terms of Reference
Annexure - B	Model Contract Agreement
Annexure - C	Checklist for the reporting by the IRMA
Annexure - D	List of empanelled Consultants for appointment as IRMA

Annexure - A

Model Request for proposal / Terms of Reference

REQUEST FOR PROPOSAL
For
Selection of
INDEPENDENT REVIEW AND MONITORING AGENCIES
FOR MONITORING JNNURM PROJECTS IN 63 MISSION CITIES

Part I: Terms of Reference

- 1.1 Background
- 1.2 Objectives
- 1.3 Scope of Services
 - 1.3.1 Pre-construction Stage
 - 1.3.2 Construction Stage
 - 1.3.3 Commissioning, Trial run and Testing Stage
 - 1.3.4 Post Construction Stage
- 1.4 Timeframe
- 1.5 Deliverables
- 1.6 Personnel Requirements
- 1.7 Support and Inputs to the Independent Monitoring and Review Agency

PART II SELECTION CRITERIA AND PROPOSAL SUBMISSION

- 2.1 Submission of Bids
- 2.2 Procedure for opening bids and selection of IRMA
- 2.3 Contents of the proposals
- 2.4 Evaluation of proposals
- 2.5 Payment terms

Part I TERMS OF REFERENCE

1.1 BACKGROUND

Government of India has launched the Jawaharlal Nehru National Urban Renewal Mission (JNNURM), as a reform driven, fast track programme to ensure planned development of identified cities with focus on efficiency in urban infrastructure/ service delivery mechanisms, and through community participation and enhanced accountability of ULBs / parastatal agencies towards citizens. The Sub-Mission for Urban Infrastructure and Governance component of JNNURM supports projects for core urban services in sub-sectors that include water supply, sewerage and sanitation, solid waste management, conservation of water bodies, drainage, roads, urban transport systems (public transport projects), urban renewal and heritage conservation. The projects submitted by the cities are approved for assistance by MoUD on the basis of review carried by the appraisal agencies. A number of projects have been approved to date and the first installment of the funds has already been released. Further details of the programme and list of projects so far approved can be viewed at the website <https://www.jnnurmmis.nic.in>

The Mission Directorate JNNURM, MoUD is in the process of establishing a web enabled Programme Monitoring and Evaluation System (PMES) to enable monitor the progress of sanctioned projects. There is, however, a need to appoint an independent agency to review the projects on-site and obtain objective reports about project activities, which can then be integrated into the PMES. Feasibility of the project 'doability' and 'need' is established during project appraisal prior to its sanction. Therefore, IRMA will not relook at the same, but rather review and monitor the project in the course of its implementation upto completion.

The Independent Review and Monitoring Agencies (IRMA) shall be appointed by each State, to cover all JNNURM projects sanctioned by the Ministry of Urban Development under Sub-Mission I (Urban Infrastructure & Governance). The IRMA shall cover all Mission cities in that State. The respective State Level Nodal Agency (SLNA) shall be the appointing authority for the IRMA in each state.

Firms that have responded to the call for Expression of Interest advertised by the MoUD on 30th Dec, 2006 have been evaluated and empanelled. The list of empanelled consultants has been notified to the States. Request for Proposals is now being issued and proposals sought from empanelled firms by (name of SLNA).

1.2 OBJECTIVES

The objective of appointing an independent agency is to review and monitor the performance of the projects funded by assistance provided under the Mission through its entire lifecycle of implementation, on the basis of detailed on-site review, examination of appropriate documents and discussions with the Project Executing Agency and other key stakeholders.

The scope of the service expected from the agency is described below. The inputs from the agency shall enable the PMES to report on the performance of the Project Executing Agency (PEA) with respect to the project implementation.

1.3 SCOPE OF SERVICES:

The Independent Review and Monitoring Agency (IRMA) is expected to review and monitor all projects sanctioned under Sub-Mission I of JNNURM (Urban Infrastructure and Governance component) in the following Mission cities in the state:

1. Name of JNNURM Mission city
2. Name of JNNURM Mission city

The scope of services for the IRMA will include the following:

1.3.1 Pre-construction Stage:

Review of the project at this stage is to primarily review and monitor the preparatory activities that go into a project prior to beginning actual procurement and construction. Such review should cover:

- i) Review of project design documentation
 - a. Check extent of completion of design with respect to the sanctioned DPR
 - b. Review adherence to technical standards in the detailed designs / drawings prepared
 - c. Review the project implementation plan (level of detail, interdependencies, linkage to resources, etc.)
 - d. Check the sequence of design documentation with respect to project implementation plan
 - e. Review the probability of escalation in project cost and time delay in implementation on account of variation in design criteria, estimated quantities, unit costs, and other reasons related to design aspects
 - f. Review the test reports to examine adequacy of all surveys that are needed to be carried out for project design.
- ii) Review of bid documentation and bid process¹
 - a. Completeness of the bid documents with respect to designed / planned project configuration, and the packaging of bids including battery limits of scope. This should include review of clarity in roles between PEA and the contractors.
 - b. Compliance of the bid documents with respect to design standards, especially with respect to Materials of Construction
 - c. Alignment in the sequence of preparation of bid documents and release of tenders with respect to interdependencies in the project plan
 - d. Review whether due transparent and fair procurement processes have been followed as per the rules of the PEA, and good practices followed in the industry
 - e. Review the probability of escalation in project cost and time delay in implementation on account of inefficiencies and mistakes in procurement
 - f. Review the bid documents with respect to appropriateness of commercial terms and conditions of the contracts

¹ This work of IRMA will be limited to the primary contractors engaged by the PEA. IRMA will not extend its documentation review to sub-contractors of primary contractors.

iii) Review of site preparation and clearances to begin construction

- a. Undertake site visit to examine availability of land / right of way for the project, to examine that the project site is free of encumbrances; access to site is available; etc. Report on handing over of site to the contractor for construction.
- b. Report on progress with respect to shifting of utilities, if applicable.
- c. Review the probability of escalation in project cost and time delay in implementation on account of delays in site preparation and statutory clearances

iv) Review of project management mechanisms

- a. Report on whether mechanisms have been put in place for independent monitoring of physical quality of materials / construction / fabrication
- b. Assess the institutional capacity of PEA to manage implementation of the project in terms of dedicated man power, internal systems, and technical capacity, etc. Assessment should take into account agencies hired by PEA to assist in project implementation.

1.3.2 Construction Stage:

Review of the project through the course of its construction is to primarily review and monitor physical progress, financial progress, commercial performance, project quality, compliance to statutes and other requirements. Such review to be conducted periodically over the construction period should cover:

i) Report on Physical progress of the project:

- a. Review the physical performance accomplished in the project with respect to the milestones projected in the DPR or the project implementation plan finalized at pre-construction stage.
- b. Review of rescheduling of milestones on the basis of performance.
- c. Report on abnormal delays in project activities and advice on remedial measures.

ii) Report on Quality assurance systems and Project quality

- a. Report on methodology and frequency of tests carried out by the contractor/quality assurance consultant by examining Requests for Inspection (RFI) and reports. Ensure that they are in line with good industry practices.
- b. Confirm that the materials used for construction are as per the specifications of contract agreement²
- c. Report about cases of non-conformance from quality reviews based on available documents and interactions.

iii) Report on the Commercial performance and Financial progress of the project:

- a. Commercial performance
 - Review and report on commercial performance of contractors under the project with respect to commercial terms and conditions, i.e. performance with respect to clauses such as guarantee / warranty, defectsliability, licenses, bank guarantee, insurance, payment schedule, taxes, dispute resolution mechanisms, etc.
 - Highlight and report on enforcement of critical commercial terms and conditions by either party that has an impact on time and cost of the project.

² IRMA shall not themselves undertake any physical testing of material / product / construction quality. However, IRMA may prevail on the PEA to conduct necessary tests. Costs for such testing should be borne by the PEA.

- Suggest remedial measures to improve commercial performance
- Financial progress of the project
- Report on adequacy of systems for project related financial management.
- Report the quantum and timelines of contribution of funds from all the counter parties of the project by verifying receipts statements.
- Review documents related to claim for payments and payments made. Such documents will include Invoices, Measurement Book, Bank statements, etc.
- Report on utilization of funds in verification with bank reconciliation statements.
- Remedial measures to improve financial progress
- Report any major variation in overall project cost, due to changes in the Bill of Quantities as per the contract.
- Compliance to the statutory requirements
 - Report on compliance to directives by State and Central environmental agencies stated during the environmental clearance of the project, compliance with the Environmental Management Plan for the project, and good environmental management practices of the industry.
 - Report on provision, installation, and usage of health and safety equipments, procedures and practices at site by visual observation and examination of records. The report should include health and safety issues concerning workers at site.
 - Report on standards of health and sanitation arrangements maintained at campsite by visual observation and discussion with the concerned stakeholders.
 - Report about the progress of Resettlement and Rehabilitation of Project Affected Persons
 - Report on persons requiring resettlement and rehabilitation assistance as reported by the land acquisition team and the DPR.
 - Report on compensation awarded and / or to be paid as per the records.
 - Report on court cases, which likely to affect the physical progress of the project.

1.3.3 Commissioning, Trial run and Testing Stage

- i) Report on necessary training imparted to the operations and maintenance (O&M) team for taking over the completed project. The agency will check with records and discussion with participants.
- ii) Report on stages of testing and level of participation by the O&M team.
- iii) Reports on handing over of all documentation, “As Built” drawings operational instructions and equipment manuals to the O&M team.
- iv) Report on trial runs and completion of project.

1.3.4 Post Construction Stage:

- i) To report on overall performance of the asset created (project) with respect to
- ii) Capacity delivering capacity requirements
- iii) Functionality meeting all functional requirements
- iv) Usage extent of usage, break downs and shut downs
- iv) Performance of the O & M team

1.4 TIME FRAME

The services of the IRMA are required to be rendered over the entire life cycle of the project development. The agency shall be in place during pre-construction, construction, trial run and post construction stages of the project. For a particular project, the IRMA's work starts from the date of project sanctioned by JNNURM and ends one year after the filing of Project Completion Report. Subsequent to filing of the Project Completion Report, the IRMA shall make one visit after one year of such milestone to assess the overall performance of the asset created, as per 1.3.4 of the Scope of Work stated above.

The IRMA shall be appointed by the SLNA, and is expected cover all physical infrastructure projects under the Urban Infrastructure and Governance Component (Sub-Mission I) of JNNURM in all the Mission Cities in the State.

IRMAs shall be appointed for a minimum period of 2 years and maximum of 3 years. Extension of work of IRMA beyond this period shall be subject to the decision of the SLNA. The suggested methodology for the IRMA's work is tabulated below. The timing of review and the method of review is indicative. The required frequency of such reviews is mentioned below, and shall vary based on the requirements of specific project. Review visits at a frequency higher than that mentioned below, shall only be undertaken at the express request by either the SLNA or Mission Directorate JNNURM, MoUD. The table below provides an indication of the effort estimate required from the IRMA.

S. No.	Nature of review	Timing	Method of review	Frequency
Pre-Construction Stage³				
1.	Review of project design document	<ul style="list-style-type: none"> On completion of design of project / project component 	<ul style="list-style-type: none"> Design documents and drawings 	Once
2.	Review of bid documentation and bid process	<ul style="list-style-type: none"> Review of documentation prior to NIT Review of bid process through its duration 	<ul style="list-style-type: none"> Proof of Advertisement, letters, and correspondence Bid Documents, Contract agreements 	Once
3.	Review of site preparation and clearances to begin construction	<ul style="list-style-type: none"> Prior to start of construction 	<ul style="list-style-type: none"> Inter departmental correspondences Official records 	Once
4.	Review of Project Management Systems	<ul style="list-style-type: none"> After deployment of Project Management Systems 	<ul style="list-style-type: none"> As per official records Observations Discussions with PEA 	Monthly / Quarterly#

³ Whereas in the case of cities, where the projects has already commenced and executed will not require the review of project documentation

It is expected that typically the review of DPR and Bid documents by the IRMA in the Pre-construction stage would require about 45 person days of effort for a project.

S. No.	Nature of review	Timing	Method of review	Frequency
Construction Stage & Commissioning, Trial-Runs and Testing Stage				
5.	Report on Physical progress of project	<ul style="list-style-type: none"> After handing over the site to contractor/ concessionaire, and regularly over the Construction period 	<ul style="list-style-type: none"> Reports and documents submitted by PIU Review of milestones as per Contract agreement Discussions with PEA 	Monthly / Quarterly#
6.	Report on quality assurance system		<ul style="list-style-type: none"> Request for inspection (RFI) reports Contract agreement and physical observation Discussions with PEA 	
7.	Commercial Performance	<ul style="list-style-type: none"> Over the construction period 	<ul style="list-style-type: none"> Contract and Relevant documents 	Quarterly
8.	Financial Performance		<ul style="list-style-type: none"> Invoices, Measurement Book, Bank statements BOQ as per contracts 	
9.	Compliance to the statutory requirements	<ul style="list-style-type: none"> Pre-Construction, during Construction and Post-Construction 	<ul style="list-style-type: none"> As per the MoEF guidelines EMP document for the project. Comparison with relevant legislation / rules 	Monthly / Quarterly#
10.	Safety and Health	<ul style="list-style-type: none"> Construction and Post-Construction stage 	<ul style="list-style-type: none"> As per relevant standards/ good practices / Contracts 	Monthly / Quarterly#
11.	Progress of Resettlement and Rehabilitation	<ul style="list-style-type: none"> During Pre-Construction and Construction stage if the Land acquisition process is not completed. 	<ul style="list-style-type: none"> As per R&R Action Plan submitted along with DPR/ Land acquisition proposal submitted, Records of Competent Authority No. of court cases against land acquisition for the project 	
12.	Commissioning, Trial runs and Testing	<ul style="list-style-type: none"> Commissioning, Trial Runs and Testing Stage 	<ul style="list-style-type: none"> As per Records and discussion with Concerned officials 	Once
Post-Construction Stage				
13.	Report on overall performance of the asset created (project)	<ul style="list-style-type: none"> Post Construction Stage, about one year after project completion 	<ul style="list-style-type: none"> Records and discussion with officials / beneficiary community 	Once

1.5 DELIVERABLES

The IRMA will undertake desk review of documents and make periodical site visits to each project as mentioned above. IRMA may be expected to conduct additional field inspections on the specific aspects as required by State Level Nodal Agency (SLNA) and Mission Directorate. IRMA shall provide reasonable advance notice of planned visit to site, schedule of meetings for review, and documents required for review, etc. to the PEA. IRMA shall report to SLNA and send copies to the Mission Directorate JNNURM, MoUD and the PIU, of all communication / reports / Deliverables.

The PEA will provide necessary inputs to the IRMA team. The observations of the IRMA team should be discussed with project management team of the PEA before

concluding the visit. The reporting would be as per the check lists provided by the Mission Directorate, and qualitative feedback should be captured in narrative in separate documents. These documents should be uploaded in the PMES. Reports should be filed in the PMES within 5 days of completion of the site visits. Hard copies of the reports should be submitted to the PEA, SLNA and Mission Directorate. PEAs may then record their responses to the reports filed by the IRMA.

Should there be any queries on the review reports by the PEA, PIU, SLNA, State Level Steering Committee (SLSC) or the Mission Directorate, the IRMA should provide clarifications / explanations to the agency concerned.

1.6 PERSONNEL REQUIREMENTS:

Experts from the IRMA are expected to be optimally deployed as per the needs of individual projects. The team members of the IRMA are expected to be highly qualified in their respective areas of expertise. They are expected to have experience in similar infrastructure projects for a minimum period of 8 years.

The IRMA team should typically comprise a core team led by an experienced Team Leader. The Team Leader should have relevant project monitoring and implementation experience. The Team Leader is expected to play a key role in interface with PEAs and SLNAs; provide guidance on review methodology and coordinate deployment of the core team and specialists. The core team should comprise professionals with specialization in public health engineering, roads and highway engineering, structures, finance and accounts. The core team should be supplemented by specialists in fields such as geo-technical engineering, traffic and transportation, procurement and contracts, urban renewal and heritage conservation, electro-mechanical and instrumentation.

The core team members should be supported by the specialists in the site visits and interactions with the PEA.

Conflict of Interest:

JNNURM requires that IRMA provides professional, objective, and impartial review at all times and holds the Mission's interests paramount, strictly avoid conflicts with other assignment / jobs or their own corporate interests and act without any consideration for future work. Agencies and / or persons having "Conflict of Interest" will not be eligible to be an IRMA or be a part of the IRMA's team.

For projects with less than one year implementation period (construction stage), the frequency of review shall be Monthly. For projects with more than one year implementation period (construction stage), the frequency of review shall be Quarterly.

- Any firm / agency, engaged either as a main consultant, service provider or a sub-consultant, either in project preparation, supervision, or implementation work for any ongoing JNNURM projects in a city / State, is not eligible to bid for the role as IRMA for that city / State. However, such restriction does not apply to the firm's / agency's involvement in any non-JNNURM project.
- The team members of IRMA should not have been employed (as an employee) by any City or State level government agency in the 5 years preceding this contract in the particular State.
- Any firm / agency black-listed by the State Government or City level government agency for any reasons what-so-ever, will not be eligible to bid for that particular state.

1.7 SUPPORT AND INPUTS TO THE IRMA

SLNA shall communicate clear directions and guidance to ULBs for extension of cooperation, sharing of information and all necessary assistance to the IRMA agencies for successful completion of the periodic review and monitoring exercise. Mission Directorate MoUD shall also undertake to communicate with the SLNAs, ULBs and other PEAs within the JNNURM cities on the intended periodic review and monitoring exercise for the JNNURM projects.

Till such time the PMES is brought into operation, the IRMA shall prepare brief reports on basis of observations made, documents reviewed and discussions held as per the above TOR. Report for each visit should capture the progress with respect to implementation as per the appropriate stage of the project under development.

PART II SELECTION CRITERIA AND PROPOSAL SUBMISSION

2.1 SUBMISSION OF BIDS

Separate Technical and Financial bids should be submitted by the short listed firms.

One copy of the technical and financial bids in separate sealed envelopes should be sent at the address mentioned below:

To

SLNA Contact and Address

The information “IRMA - Technical Proposal” and “IRMA - Financial Proposal” should be specifically mentioned on the cover of respective envelopes. Bids should be submitted no later than _____ by 5.00 pm at the address mentioned above. Bids received after due time and date shall be returned unopened. The proposal should be valid up to 120 days of submission.

A pre-bid conference to provide clarifications on this Request For Proposal is scheduled to be held on _____ at _____, at _____.

SLNA reserves the right to accept or reject any bid, after assigning appropriate reasons for the same.

2.2 PROCEDURE FOR OPENING OF BIDS AND SELECTION OF PREFERRED AGENCY

Only the Agencies who have submitted valid technical and financial proposals are eligible to participate in the bid. Incomplete, invalid and delayed submission of bids will be summarily rejected by the Tender Authority. Suitability of the agency for awarding the work shall be evaluated on the basis of their Technical and Financial Bids.

The Technical bids of eligible agencies shall be evaluated on the basis of criteria mentioned in section 2.4 of this Request for Proposal document. Agencies will need to score a minimum of 75 marks to qualify in the technical evaluation. The entire process of evaluation shall be objective in nature, with proper scores assigned to each parameter to be evaluated. Separate evaluation and comparisons shall be carried out for each package.

The financial bids of only those agencies shall be opened whose technical evaluation meets the minimum qualifying benchmark. The financial bids of other agencies that do not secure the minimum qualifying marks shall be returned unopened. Amongst the agencies who are technically qualified, the agency quoting the lowest Total Fees (TF) shall be considered as the preferred bidder.

2.3 CONTENTS OF THE PROPOSALS

Technical Proposal:

The Technical Proposal shall necessarily comprise the following:

- Profile, credentials and experience of the firm
- The Proposed Team and their detailed CVs
- Detailed tasks assigned based on individual area of expertise

In the event of an agency playing the role as IRMA in more than one state, the availability of specialists specified by the IRMA for the review and monitoring exercise should be ensured irrespective of their involvement across multiple States.

Financial Proposal: The Financial Proposal for a package shall necessarily be summarized and presented in the following format:

Sl. No.	Item	Unit Rates for Professional Fees* (in Rs.)	Quantity (in Nos.)%	Amount for Professional Fees (in Rs.)
		(A)	(B)	(A)*(B)=(C)
1.	The Fees Chargeable by the IRMA Agency per project for review of project documents as mentioned in the TOR (one time activities specified for Pre-Construction Stage)		X	
2.	The Fees Chargeable by the IRMA Agency for each visit to a project site by IRMA team for monitoring and reporting tasks mentioned in the ToR during the various stages of the project development life cycle (Pre-Construction Stage; Construction Stage; Commissioning, Trial Runs and Testing Stage; and PostConstruction Stage)		Y	
	Total Fees (inclusive of all out-of-pocket expenses, taxes, incidentals, etc.) TF			Rs.

Fees payable to the IRMA will be based on the actual quantities of effort claimed and certified as per items 1. and 2. above and the units rates finalized in the contract.

2.4 EVALUATION OF PROPOSALS

The evaluation of the proposals shall be carried out in two stages: At the first stage evaluation of technical proposals is taken up. Proposals if unsigned and incomplete, not responding to the TOR fully and properly and those with lesser validity period than that prescribed in the RFP will be summarily rejected as being non-responsive.

Evaluators of technical proposals shall not have access to the financial proposals until the technical evaluation is concluded. The envelope containing the financial proposal is not opened till the technical evaluation is complete. The financial proposal of only such bidders will be opened which obtain minimum qualifying marks / standards prescribed for the technical proposal. Sequence of opening of financial bids shall be as determined by the Tender Evaluation Committee. The evaluation shall be carried out in full conformity with the RFP.

* Unit rates quoted should be inclusive of all out-of-pocket expenses that will be incurred in the course of execution of work, service taxes, and other incidentals.

% For SLNA - The numbers mentioned here are only indicative and will be used to compute the Total Fees for evaluation of Financial bids. In row 1 and row 2, the indicative number specified in column (B) should typically correspond to the number of projects anticipated to be sanctioned in FY 07-08, FY 08-09 FY 09-10, and number of site visits anticipated in the IRMA contract period.

More than one JNNURM project site may be visited in one round, however 'visit' to each project site will be considered as 'one visit'. One visit may be completed in one day, or may require more than one day as the case may be.

Evaluation of Technical Proposals

The technical evaluation shall be carried out on the following criteria:

No.	Criteria	Maximum marks
1.	Relevant experience and Institutional Capability <ul style="list-style-type: none"> • Designs & Supervision experience in India • Designs & Supervision experience in infrastructure • Specific experience in Urban Infrastructure Projects • Any National /International affiliation associated with monitoring and evaluation of large scale projects that will be leveraged in the assignment 	40
2.	Structure and experience of the Team Leader, Core team and Specialists proposed, including their proposed time input. CVs provided should include details of: <ul style="list-style-type: none"> - Technical qualification - Project review and monitoring experiences - Years of experience in India 	60
	Total	100

2.5 PAYMENT TERMS

The payment terms for the IRMA are as follows:

- The IRMA shall raise Quarterly invoices for work completed, viz. One time project documentation reviews completed and Site visits undertaken. These invoices should be backed up by City-wise and Project-wise statements of tasks carried out during the Quarter. Payments to invoices shall be made by the SLNA.
- In case of projects sanctioned under JNNURM, for which tenders have been awarded and / or construction commenced at the time of deployment of the IRMA, the IRMA shall not undertake document review, but only undertake review visits. However, the IRMA will need to quickly familiarize itself with the project documentation necessary to conduct the reviews.

Should the situation arise, wherein on account of inadequate support and information from the PEAs, the IRMA Agency expresses its inability to continue work for a particular PEA, the SLNA shall review the situation and certify part payment to the IRMA Agency in line with the milestones achieved and fees as per the contract with the IRMA.

Annexure - B:
Model Contract Document for Appointment of IRMA

I. Form of Contract

- I. Form of Contract
- II. General Conditions of Contract

1. GENERAL PROVISIONS

- 1.1 Definitions
- 1.2 Relationship Between the Parties
- 1.3 Law Governing Contract
- 1.4 Headings
- 1.5 Notices
- 1.6 Location
- 1.7 Authority of Lead Partner:
- 1.8 Authorized Representatives
- 1.9 Taxes and Duties
- 1.10 Fraud and Corruption

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract
- 2.2 Termination of Contract for Failure to Become Effective:
- 2.3 Commencement of Services
- 2.4 Expiration of Contract
- 2.5 Entire Agreement
- 2.6 Modifications or Variations:
- 2.7 Force Majeure
- 2.8 Suspension
- 2.9 Termination

3. OBLIGATIONS OF THE IRMA

- 3.1 General
- 3.2 Conflict of Interests:
- 3.3 Confidentiality:
- 3.4 Insurance to be Taken out by the Consultant
- 3.5 Accounting, Inspection and Auditing
- 3.6 IRMA's Actions Requiring “SLNA,[Insert the name of the State]'s Prior Approval:
- 3.7 Reporting Obligations:
- 3.8 Documents Prepared by the IRMA to be the Property of the “SLNA,[Insert the name of the State]”
- 3.9 Equipment, Vehicles and Materials Furnished by the “Employer”:

4. IRMA' Personnel

- 4.1 General:
- 4.2 Description of Personnel:
- 4.3 Approval of Personnel:
- 4.4 Removal and/or Replacement of Personnel:
- 4.5 Resident Project Manager:

5. OBLIGATIONS OF THE “MISSION DIRECTORATE, MOUD”

- 5.1 Assistance and Exemptions :
- 5.2 Change in the Applicable Law Related to Taxes and Duties:
- 5.3 Services, Facilities and Property of the “SLNA,[Insert the name of the State]”:
- 5.4 Payment:
- 5.5 Counterpart Personnel:

6. PAYMENTS TO THE IRMA

- 6.1 Total Cost of the Services
- 6.2 Currency of Payment:
- 6.3 Terms of Payment

7. FAIRNESS AND GOOD FAITH

- 7.1 Good Faith:
- 7.2 Operation of the Contract:

8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement
- 8.2 Arbitration:
- 8.3. Arbitration proceedings

9. LIQUIDATED DAMAGES

10. MISCELLANEOUS PROVISIONS:

APPENDICES:

APPENDIX A DESCRIPTION OF SERVICES

APPENDIX B - REPORTING REQUIREMENTS

APPENDIX C STAFFING SCHEDULE

APPENDIX D Total Cost of Services

APPENDIX E - DUTIES OF THE “SLNA, [insert the name of the state]”

MODEL CONTRACT FOR
INDEPENDENT REVIEW AND MONITORING AGENCY CONSULTANCY SERVICES

between

[-----STATE LEVEL NODAL AGENCY]

and

[name of the Independent Review And Monitoring Agency]

Dated:.....

I. Form of Contract

This Contract (hereinafter called the “Contract”) is made the [Insert Date] day of the month of _____, [YEAR], between the acting through [Designation of the official -in-charge],[Address of the SLNA](hereinafter called the SLNA), of the First Part and,[Name of the Consultant] having its registered office at [Address of the Consultant](hereinafter called the “IRMA”) of the Second Part.

WHEREAS

- (a) The IRMA, having represented to the “SLNA,[Insert the name of the State]” that they have the required professional skills, personnel and technical resources, has offered to provide in response to the Request for Proposal dated 22nd day of December, 2006 issued by the SLNA,[Insert the name of the State];
- (b) The “SLNA,[Insert the name of the State]” has accepted the offer of the IRMA to provide the services on the terms and conditions set forth in this Contract.

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

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

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

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Staffing schedule

Appendix D: Cost Estimates

Appendix E: Duties of the “SLNA,[Insert the name of the State]”

Appendix F: Duties of the IRMA

2. The mutual rights and obligations of the “SLNA,[Insert the name of the State]” and the IRMA shall be as set forth in the Contract, in particular:
 - (a) the IRMA shall carry out and complete the Services in accordance with the provisions of the Contract; and
 - (b) the “SLNA,[Insert the name of the State]” shall make payments to the IRMA 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.

Signed by -----

In presence of

1. For and on behalf of [the Governor of [insert name of the state]

[name of employer :

_____]

(Witnesses)

(i)

[Authorized Representative:

_____]

(ii)

2. For and on behalf of [Insert the Name of the Consultant]

In presence of

(Witnesses)

(i)

[Authorized

Representative_____]

(ii)

II. General Conditions of Contract

1. GENERAL PROVISIONS

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- (b) “IRMA” means any private or public entity that will provide the Services to the “SLNA,[Insert the name of the State]” under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Day” means calendar day.
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) “Foreign Currency” means any currency other than the currency of the “SLNA,[Insert the name of the State]’s” country.
- (g) “GC” means these General Conditions of Contract.
- (h) “Government” means the Government of India
- (i) “Local Currency” means Indian Rupees.
- (j) “Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.
- (k) “Party” means the “SLNA, [Insert the name of the State]” or the IRMA, as the case may be, and “Parties” means both of them.
- (l) “Personnel” means professionals and support staff provided by the IRMA and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).
- (m) “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 IRMA pursuant to this Contract, as described in Appendix A hereto.
- (p) “Third Party” means any person or entity other than the “SLNA,[Insert the name of the State]”, or the IRMA.
- (r) “In writing” means communicated in written form with proof of receipt.

1.2 Relationship Between the Parties

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

1.3 Law Governing Contract:

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

1.4 Headings:

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

1.5 Notices

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

1.6 Location:

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the “SLNA,[Insert the name of the State]” may approve.

1.7 Authority of Lead Partner:

In case the Consultant consists of a joint venture/consortium/ association of more than one entity, the Members hereby authorize the entity specified (Lead Consultant) in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the “Employer” under this Contract, including without limitation the receiving of instructions and payments from the “Employer”. However, each member or constituent of Consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.

1.8 Authorized Representatives:

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

1.9 Taxes and Duties:

The IRMA, Sub-IRMA and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.10 Fraud and Corruption

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

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

1.10.2 Measures to be taken by the Employer

- The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

1.10.3 Commissions and Fees

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

2 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract:

This Contract shall come into force and effect on the date (the “Effective Date”) of the “SLNA,[Insert the name of the State]'s notice to the IRMA instructing the IRMA to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective:

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

2.3 Commencement of Services:

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

2.4 Expiration of Contract:

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

2.5 Entire Agreement:

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

2.6 Modifications or Variations:

- Any modification or variation of the terms and conditions of this Contract, including a n y modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- In cases of substantial modifications or variations, the prior written consent of the SLNA, [Insert the name of the State] is required.

2.7 Force Majeure

2.7.1 Definition

- ♦ For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- ♦ Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- ♦ Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract:

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

2.7.3 Measures to be Taken:

- ♦ A Party affected by an event of Force Majeure shall continue to perform its obligations under the

Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

- ◆ A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- ◆ 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.
- ◆ During the period of their inability to perform the Services as a result of an event of Force Majeure, the IRMA, upon instructions by the “SLNA, [Insert the name of the State]”, shall either:
 - demobilize or
 - continue with the Services to the extent possible, in which case the IRMA shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.
- ◆ In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension:

The “SLNA, [Insert the name of the State]” may, by written notice of suspension to the IRMA, suspend all payments to the IRMA hereunder if the IRMA fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension

(i) shall specify the nature of the failure, and (ii) shall allow the IRMA to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the IRMA of such notice of suspension.

2.9 Termination

2.9.1 By the “SLNA, [Insert the name of the State]”:

The “SLNA, [Insert the name of the State]” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1.1.

- (a) If the IRMA fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “SLNA, [Insert the name of the State]” may have subsequently approved in writing.
- (b) If the IRMA becomes (or, if the IRMA consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the IRMA fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the IRMA, in the judgment of the “SLNA, [Insert the name of the State]”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the IRMA submits to the “SLNA, [Insert the name of the State]” a false statement which has a material effect on the rights, obligations or interests of the “SLNA, [Insert the name of the State]”

- (f) If the IRMA places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the SLNA, [Insert the name of the State].
- (g) If the IRMA fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the IRMA to improve the quality of the services.
- (h) If, as the result of Force Majeure, the IRMA is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (i) If the “SLNA, [Insert the name of the State]”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2 In such an occurrence the “SLNA, [Insert the name of the State]” shall give a not less than thirty (30) days' written notice of termination to the IRMA, and sixty (60) days' in case of the event referred to in (h).

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

- (a) If the “SLNA, [Insert the name of the State]” fails to pay any money due to the IRMA pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the IRMA that such payment is overdue.
- (b) If, as the result of Force Majeure, the IRMA is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the “SLNA, [Insert the name of the State]” fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- (d) If the “SLNA, [Insert the name of the State]” is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the IRMA may have subsequently approved in writing) following the receipt by the “SLNA, [Insert the name of the State]” of the IRMA's notice specifying such breach.

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

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

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

2.9.1 or GC 2.9.2 hereof, the “SLNA,[Insert the name of the State]” shall make the following payments to the IRMA:

- (a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) (i)hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
- (b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the IRMA shall not be entitled to receive any agreed payments upon termination of the contract. However, the “SLNA,[Insert the name of the State]” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merint as assessed by it, if such part is of economic utility to the SLNA,[Insert the name of the State]. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The IRMA will be required to pay any such liquidated damages to client within 30 days of termination date.

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

3. OBLIGATIONS OF THE IRMA

3.1 General

3.1.1 Standard of Performance: The IRMA 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 IRMA shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “SLNA,[Insert the name of the State]”,and shall at all times support and safeguard the “SLNA,[Insert the name of the State]’s legitimate interests in any dealings with Sub consultant IRMA or Third Parties.

3.2 Conflict of Interests:

The IRMA shall hold the “SLNA, [Insert the name of the State]’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the IRMA shall promptly disclose the same to the SLNA,[Insert the name of the State]and seek its instructions.

3.2.1 Consultant not to benefit from Commissions, Discounts, etc.:

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

- Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the Consultant shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Employer”. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the “Employer”.

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

3.2.3 Prohibition of Conflicting Activities:

The IRMA shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality:

Except with the prior written consent of the “SLNA, [Insert the name of the State]”, the IRMA 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 IRMA and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken out by the Consultant:

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

3.5 Accounting, Inspection and Auditing:

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

3.6 IRMA's Actions Requiring “SLNA, [Insert the name of the State]’s Prior Approval:

The IRMA shall obtain the “SLNA, [Insert the name of the State]’s prior approval in writing before taking any of the following actions:

- Any change or addition to the Personnel listed in Appendix C.
- Subcontracts: the IRMA may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the “SLNA, [Insert the name of the State]”. Notwithstanding such approval, the IRMA shall always retain full responsibility for the Services. In the event that any Sub-IRMA are found by the “SLNA, [Insert the name of the State]” to be incompetent

or incapable or undesirable in discharging assigned duties, the “SLNA,[Insert the name of the State]” may request the IRMA to provide a replacement, with qualifications and experience acceptable to the “SLNA,[Insert the name of the State]”, or to resume the performance of the Services itself.

3.7 Reporting Obligations:

The IRMA shall submit to the “SLNA,[Insert the name of the State]” the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.8 Documents Prepared by the IRMA to be the Property of the “SLNA,[Insert the name of the State]”:

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

3.9 Equipment, Vehicles and Materials Furnished by the “Employer”:

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

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

4. IRMA' Personnel

4.1 General:

The IRMA shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

4.2 Description of Personnel:

- The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the IRMA's Key Personnel are as per the IRMA's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the

“SLNA,[Insert the name of the State]”, his/her name is listed as well.

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

4.3 Approval of Personnel:

The Key Personnel and the List of Specialists listed by title as well as by name in Appendix C are hereby approved by the “SLNA,[Insert the name of the State]”. In respect of other Personnel which the IRMA proposes to use in the carrying out of the Services, the IRMA shall submit to the “SLNA,[Insert the name of the State]” for review and approval a copy of their Curricula Vitae (CVs). If the “SLNA,[Insert the name of the State]” does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the “SLNA,[Insert the name of the State]”

4.4 Removal and/or Replacement of Personnel:

- (a) Except as the “SLNA,[Insert the name of the State]” may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the IRMA, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the IRMA shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the “SLNA,[Insert the name of the State]”
 - ♦ finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
 - ♦ has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the IRMA shall, at the “SLNA,[Insert the name of the State]”’s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the “SLNA,[Insert the name of the State]”.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the IRMA may wish to claim as a result of such replacement, shall be subject to the prior written approval by the “SLNA,[Insert the name of the State]”. The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also
 - ♦ the IRMA shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and
 - ♦ The remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.5 Resident Project Manager:

If required by the SC, the IRMA shall ensure that at all times during the IRMA's performance of the Services a resident project manager, acceptable to the “SLNA,[Insert the name of the State]”, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE “MISSION DIRECTORATE, MOUD”

5.1 Assistance and Exemptions :

Unless otherwise specified in the SC, the “SLNA,[Insert the name of the State]” shall use its best efforts to ensure that the Government shall:

- Provide the IRMA and Personnel with work permits and such other documents as shall be necessary to enable the IRMA and its Personnel to perform the Services.
- Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Change in the Applicable Law Related to Taxes and Duties:

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

5.3 Services, Facilities and Property of the “SLNA,[Insert the name of the State]”:

- The “SLNA,[Insert the name of the State]” shall make available to the IRMA and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said Appendix E.
- In case that such services, facilities and property shall not be made available to the IRMA as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the IRMA for the performance of the Services .

5.4 Payment:

In consideration of the Services performed by the IRMA under this Contract, the “SLNA,[Insert the name of the State]” shall make to the IRMA such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5 Counterpart Personnel:

- If necessary, the “Employer” shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the Consultant's advice, if specified in Appendix E.
- Professional and support counterpart personnel, excluding “Employer's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the “Employer” shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE IRMA

6.1 Total Cost of the Services

- (a) The total cost of the Services payable is set forth in Appendix D as per the IRMA's proposal to the SLNA,[Insert the name of the State] and as negotiated thereafter.

- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.
- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the IRMA in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment:

All payments shall be made in Indian Rupees.[In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned instead of Indian Rupees]

6.3 Terms of Payment

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

- The IRMA shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC 13.
- Once a milestone is completed, the IRMA shall submit the requisite deliverables as specified in this Contract. The SLNA,[Insert the name of the State] shall release the requisite payment upon acceptance of the deliverables. However, if the SLNA,[Insert the name of the State] fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the SLNA,[Insert the name of the State] shall release the payment to the IRMA without further delay.
- Final Payment: The final payment as specified in SC 13 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the IRMA and approved as satisfactory by the “SLNA,[Insert the name of the State]”. The Services shall be deemed completed and finally accepted by the “SLNA,[Insert the name of the State]” and the final report and final statement shall be deemed approved by the “SLNA,[Insert the name of the State]” as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the “SLNA,[Insert the name of the State]” unless the “SLNA,[Insert the name of the State]”, within such ninety (90) day period, gives written notice to the IRMA specifying in detail deficiencies in the Services, the final report or final statement. The IRMA shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the “SLNA,[Insert the name of the State]” has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the IRMA to the “SLNA,[Insert the name of the State]” within thirty (30) days after receipt by the IRMA of notice thereof. Any such claim by the “SLNA,[Insert the name of the State]” for reimbursement must be made within twelve (12) calendar months after receipt by the “SLNA,[Insert the name of the State]” of a final report and a final statement approved by the “SLNA,[Insert the name of the State]” in accordance with the above.
- For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the SLNA,[Insert the name of the State] after submission by the IRMA and the IRMA has made presentation to the SLNA,[Insert the name of the State] with / without modifications to be communicated in writing by the SLNA,[Insert the name of the State] to the IRMA.
- If the deliverables submitted by the IRMA are not acceptable to the SLNA,[Insert the name of the State], reasons for such non-acceptance should be recorded in writing; the SLNA,[Insert the name of the State] shall not release the payment due to the IRMA. This is without prejudicing the SLNA,[Insert

the name of the State]'s right to levy any liquidated damages under clause 9. In such case, the payment will be released to the IRMA only after it re-submits the deliverable and which is accepted by the SLNA,[Insert the name of the State].

- All payments under this Contract shall be made to the accounts of the IRMA specified in the SC.
- With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the IRMA of any obligations hereunder, unless the acceptance has been communicated by the SLNA,[Insert the name of the State] to the IRMA in writing and the IRMA has made necessary changes as per the comments / suggestions of the SLNA,[Insert the name of the State] communicated to the IRMA.
- In case of early termination of the contract, the payment shall be made to the IRMA as mentioned here with:

Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The IRMA shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified.

A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the IRMA in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith:

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

7.2 Operation of the Contract:

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

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement:

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

8.2 Arbitration:

In the case of dispute arising upon or in relation to or in connection with the contract between the SLNA,[Insert the name of the State] and the IRMA, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the SLNA,[Insert the name of the State] and the IRMA, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

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

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

9. LIQUIDATED DAMAGES

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

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

9.3 The liquidated damages shall be applicable under following circumstances:

- If the deliverables are not submitted as per schedule as specified in SC 13, the IRMA shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.
- If the deliverables are not acceptable to the SLNA,[Insert the name of the State] as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the SLNA,[Insert the name of the State] within 30 days of the receipt of the notice, the IRMA shall be liable for Liquidated Damages for an amount equal to []% of total cost of the services for every week or part thereof for the delay.

10. MISCELLANEOUS PROVISIONS:

- “Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- The Contractor/IRMA shall notify the SLNA,[Insert the name of the State]/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

- Each member/constituent of the Contractor/IRMA, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the SLNA,[Insert the name of the State]/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- The Contractor/IRMA shall at all times indemnify and keep indemnified the SLNA,[Insert the name of the State]/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- The Contractor/IRMA shall at all times indemnify and keep indemnified the SLNA,[Insert the name of the State]/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/IRMA's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/IRMA.
- The Contractor/ IRMA shall at all times indemnify and keep indemnified the SLNA,[Insert the name of the State]/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- All claims regarding indemnity shall survive the termination or expiry of the Contract.
- It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/IRMA) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the SLNA,[Insert the name of the State].

III. Special Conditions of Contract:

SC Clause	Ref. Of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	<p>The addresses are:</p> <ol style="list-style-type: none"> SLNA, [Insert the name of the State]: Ministry of Urban Development, Government of India, Nirman Bhawan, Maulana Azad Road, New Delhi - 110 011 Attention: Joint Secretary (Urban Development) and Mission Director (Sub-Mission I, JNNURM) Tel: 011 23062309 Facsimile: 011 23062477 Consultant: Attention: Tel: Facsimile:
2	1.8	<p>The Authorized Representatives are: For the SLNA, [Insert the name of the State]: For the IRMA:</p>
3	2.1	<p>The effectiveness conditions are the following: [Insert the effectiveness conditions of the contract negotiated and agreed upon with the IRMA]</p>
4	2.2	<p>The time period shall be [INSERT THE NUMBER] calendar days</p>
5	2.3	<p>The time period shall be [INSERT THE NUMBER] calendar days</p>
6	2.4	<p>The time period shall be [INSERT THE NUMBER] calendar years</p>
7	2.5	<p>Special clause that apply to the entire agreement are: [Insert the special clause to the entire agreement]</p>
8	2.6	<p>[Insert the conditions for modifications and variations to the contract in the event of IRMA unable to perform work or work could not be completed due to any other reasons]</p>
9	3.2	<p>[Insert the clause specifying what is conflict of interest]</p>
10	3.3	<p>[Insert the clause specifying confidentiality]</p>
11	3.6	<p>[Insert the clause specifying reporting about the work of IRMA]</p>
12	3.7	<p>[Insert the clause specifying the reporting relationship of IRMA with the SLNA]</p>
13	4.5	<p>[Insert the clause specifying who is the Team Leader of IRMA]</p>

14	6.1 (b)	[Insert the Total Amount payable to IRMA for all the services AGREED in]
15	6.3	[Insert the clause specifying what is the milestones agreed upon and the payment against it]
16	8.3	<p>Arbitration Clause:</p> <p>Any dispute, difference or question arising out of this agreement shall be settled amicably between the parties, failing which the same shall be referred to a sole arbitrator to be nominated by the [specify the name of the authority, who will be appointing the arbitrator], for arbitration under the Arbitration & Conciliation Act 1996. The Arbitration proceedings shall take place in [specify the name of the place] in India.</p> <p>Binding signature of SLNA,[Insert the name of the State] Signed by _____ (for and on behalf of the Governor of [insert the name of the state])</p> <p>Binding signature of Contractor Signed by _____ (for and on behalf of [insert the name of the Consultant], duly authorized vide Resolution No _____ dated _____ of the Board of Directors of _____) In the presence of (Witnesses)</p> <p>1.</p> <p>2.</p>
17	9.3	<p>Performance Guarantee :</p> <p>The IRMA shall furnish a Performance Guarantee in the form of a Bank Guarantee favouring [Insert the name of the authority] for an amount equal to {10%} of the Total Fee (exclusive of service taxes), with a validity period for the entire duration of the Contract.</p>

APPENDICES:

APPENDIX A DESCRIPTION OF SERVICES

1. Assignment Objectives:
2. Scope of Work and Deliverables:

APPENDIX B - REPORTING REQUIREMENTS

The deliverable, frequency, contents of the reports and dates of submission shall be as prescribed in the Annexure A.

All Deliverables and reports shall be delivered to the [SLNA], at:
[INSERT THE ADDRESS OF THE SLNA]

APPENDIX C STAFFING SCHEDULE

APPENDIX D Total Cost of Services

APPENDIX E - DUTIES OF THE “SLNA,[insert the name of the state]”

Annexure C: Checklists for Reporting by IRMA

Check List for Independent Review and Monitoring of Projects funded by JNNURM

Pre-Construction Stage

1 General Details:

- a. Name of the Project: _____

- b. Project Code
- c. City
- d. State
- e. Implementation Agency
- f. Date of Visit
- g. Date of DPR Approved by JNNURM
- h. Officer in-charge / interacted:
- i. Review Consultants Name: 1)
2)
3)
- j. Number of visits already made:

2 Land acquisition:

1. Whether the land required for the project is available or not?
Yes / No
2. If Land is to be acquired, what is the area required?
3. If Land is to be transferred from other sources, give details?

3 Utility Shifting and relocation:

1. What is the status of utility and other services to be shifted and relocated for the project execution to begin?
2. List any issues are there in the shifting of utilities, which may affect the execution of project?

4 Project Management Facility:

1. Whether adequate number of supervision / technical / administrative staffs are deployed?
Yes / No
2. If deployed, list the staff details:
3. If there is any need for third party project management, supervision assistance and quality control unit is required, please specify?

4. State whether any procurement process is initiated by the ULB to appoint any third party project management, supervision and quality control agency?

5 Tendering Process:

1. Whether the procurement plan is initiated as per the procurement plan is prepared in alignment with the approved DPR?
Yes / No
2. If there is no procurement plan, this may be obtained from the ULBs and furnished along with this?
3. Indicate the status of the tendering process as applicable:
 - a. Tender documentation completed - Yes / No
 - b. Invitation of Bids - Yes /No
 - c. Bid evaluation - Yes /No
 - d. Tender awarded - Yes / No
 - e. Total number of packages for which bidding is under process in conformity with the approved DPR - (.../)
4. Is there any discrepancy is found in the bidding documents regarding compliance to the approved DPR?
Yes / No
5. If yes, provide the details of deviations found in the bidding documents, which may have cost implications on the project?

6 NOC and other clearances:

1. Whether all the Environmental and inter- departmental clearance is obtained?
Yes / No
2. If there are any serious issues involved in obtaining the clearances, that may have an impact on the project and lead to delays, this may be indicated?

7. Project Design Documentation:

S. No	List of project design documents	Yes / No	Remarks
1	General Arrangement Drawings		
2	Detailed Engineering Design Drawings		
3	Drawings for Miscellaneous components		
4	Bill of Quantities		
5	Detailed Cost Estimates		
6	Bid documents		
7	Test & Investigation Reports		
8	Materials report		

Note: If there are any discrepancies found in the above listed documents, this may be reported

Check List for Independent Review and Monitoring of Projects funded by JNNURM

Construction Stage

1 General Details:

- a. Name of the Project:_____
- b. Sector :
- c. Project Code
- d. City
- e. State
- f. Implementation Agency
- g. Date of Visit
- h. Date of DPR Approved by JNNURM
- i. Officer in-charge / interacted:
- j. Review Consultants Name: 1)
2)
3)
- k. Number of visits already made:

2 Physical Progress:

1. Is there any discrepancy observed in the project milestones proposed not matching the approved DPR?
Yes /No
2. If yes, specify the components in which the discrepancies were observed?

List as indicated below:

Package No	Mile stone targeted for the period as per plan	% Milestone completed	Reasons for the delay
a.			
b.			
c.			
a.			
b.			
c.			
a.			
b.			
c.			

- 3 Observe and report on the quality of construction materials used in the project and ascertain from the records
- 4 If any deviation against specification as given in the DPR, please specify
- 5 When there are major issues related to ascertain the quality of materials used, IRMA agency may prevail on quality assurance check results.

3. Commercial Performance:

1. State whether Machineries and Equipments procured forming as part of the project according to the mile stones ?
Yes / No
2. List the details of warranty, guaranty, licenses, insurance etc., for the equipments for the procured
3. List the details of Bank guarantee,

4. Financial Performance:

1. Report on verification of financial receipt statements of the project from different agencies?
2. Report on utilisation funds flow of the project?
3. If any discrepancy in the above two leading to major change in the overall project performance, please report in detail?
4. If there is any major variation in the overall project cost (+ 10%) report in detail?

If any discrepancy is observed, while reviewing the project, the IRMA agency may suggest to the PEA to conduct necessary tests to check the quality of the materials used.

Trail Run and Testing Stage

- a. Name of the Project: _____
- b. Sector :
- c. Project Code
- d. City
- e. State
- f. Implementation Agency
- g. Date of Visit
- h. Date of DPR Approved by JNNURM
- i. Officer in-charge / interacted:
- j. Review Consultants Name: 1)
 2)
 3)
- k. Number of visits already made:
 1. List and verify the completion drawings “As built drawings” available with the ULB
 2. List what are the Documentation of all operational instructions, manuals of equipments available with the O/M team?
 3. What are the training arrangements made to the O/M team and bring out the actual training provided to the team as on date of reporting?
 4. Report about the adequacy of training provided to the O/M team in terms of the following:

II Report about the Trial run / testing of the projects completed

- 52

Check List for Independent Review and Monitoring of Projects funded by JNNURM

Post-Construction stage:

I General Details:

- a. Name of the Project:_____
- b. Sector :
- c. Project Code
- d. City
- e. State
- f. Implementation Agency
- g. Date of Visit
- h. Date of DPR Approved by JNNURM
- i. Officer in-charge / interacted:
- j. Review Consultants Name:
 - 1)
 - 2)
 - 3)
- k. Number of visits already made:

List the Operational performance of the project since the Trial run/ commissioning stage to the period of inspection?

List the Operational performance of the project since the Trial run/ commissioning stage to the period of inspection?

Performance of the Plants / machinery/ Project			
Operational efficiency (%)			
Capacity Utilisation (%)			
Break downs (Number of days / Number of times)			
Shut downs (Number of days / Number of times)			

*Note: For the projects involving Roads, FOB, ROB report on the performance of pavement failure, Water supply, Sewerage WTP, Pumping Station, STP and the pipe networks
SWM Efficiency of composting plant,*

II Provide details of the performance of the contractual obligations relating to the above aspects related to plants, machinery and projects?

Annexure D: List of Shortlisted Agencies as IRMA

<p>CONSULTING ENGINEERING SERVICES (INDIA) PVT. LTD., 57, Nehru Place, (5th Floor) New Delhi- 110 019 Ph: 011-41392300/26485284/26460411 Fax: 011-2646049</p>	<p>MAHINDRA ACRES CONSULTING ENGINEERS LTD., Mahindra Towers, Ground Floor No.17/18, Patullos Road, Chennai -600 002 Ph:044-28542325,28542326 Fax:044-28542324</p>
<p>DHV INDIA PRIVATE LIMITED B-1/1-1, First Floor, Mohan Cooperative Industrial Estate Mathura Road, New Delhi – 110 044 Ph: 011-40539303-06 Fax: 011-40539300 E-mail: dhvindia@airtelbroadband.in</p>	<p>MEINHARDT SINGAPORE PTE. LTD., (INDIA BRANCH) A-8, Sector – 16, Noida – 201 301 Uttar Pradesh Ph: 0120-2516165 Fax: 0120-2515745 E-mail: rajesh@meinhardtindia.com</p>
<p>FEEDBACK VENTURES PRIVATE LIMITED Feedback House 7, L.S.C Panchsheel Park, New Delhi – 110 017 Ph:011-26495766/26495875 Fax: 011-26495762 E-mail: contactus@feedbackventures.com</p>	<p>MSV INTERNATIONAL INC., 6302, Phase-IV,DLF Gurgaon -122 002 Haryana Ph: 0124-4002603/04 Fax:0124-4002605 E-mail: info@msvgroup.com</p>
<p>HALCROW CONSULTING INDIA LIMITED 153, 2nd Floor Industrial Estate, Phase – III New Delhi – 110 020 Ph: 011-46501500 Fax: 011-46501599 E-mail: kumaran@halcrow.com</p>	<p>MUKESH & ASSOCIATES CONSULTANTS & ENGINEERS 5/3,Ragavan Street, Swarnapuri Salem -636 004 Ph:0427-2330395/2330568/2331109 Fax:0427-2330209 E-mail: mukeshassociates@vsnl.com</p>
<p>INTERCONTINENTAL CONSULTANTS AND TECHNOCRATS PVT.LIMITED D-180, Okhla Industrial Area Phase-I, New Delhi – 110 020 Ph:011-40573147/148/149 Fax:011-40573145/146 E-mail: info@itononline.com</p>	<p>NATIONAL CONSULTANCY FOR PLANNING AND ENGINEERING, 9-4-131/17/A, Tombs Road Akbar Bagh, Toli Chowki Hyderabad – 500 008 E-mail: ncpe_consult@rediffmail.com</p>
<p>LEA ASSOCIATES SOUTH ASIA PVT. LTD., B-1/E-27, Mohan Cooperative Industrial Estate, Mathura Road, New Delhi – 110 044 Ph: 011-26973950-52 Fax: 011-41678659/26971062 E-mail: lasa@bol.net.in</p>	<p>OPERATIONS RESEARCH GROUP PVT. LIMITED D-24, Second Floor South Extension – Part -1, New Delhi – 110 049 Ph: 011-24603549/27694909 Fax: 011-24603549 E-mail: dbanerjee@orgplindia.com</p>

<p>RAMKY INFRA CONSULTING PVT. LTD C-011B,First Floor,Super Market-1 DLF Phase – IV Gurgaon -122 002 Ph:0124-5018652/5018653 Fax:0124-5019051</p>	<p>S.N.BHOBE & ASSOCIATES PVT. LIMITED 62,Mahavir Centre Sector-17,DBC-Vashi Navi Mumbai - 400 705 Ph: 02227893507,27893487/27895284 Fax: 022-27891185</p>
<p>SHAH TECHNICAL CONSULTANTS PVT. LTD., CONSULTING ENGINEERS 407, Raheja Centre, Plot No.214, Nariman Point Mumbai – 400 021 Ph: 022-22871061/22820018/22820121 Fax: 022 -22023714 E-mail: stcmumbai@vsnl.com</p>	<p>SUBHASH PROJECTS AND MARKETING LIMITED Subhash House, F 27/2, Okhla Industrial Area,Phase-II New Delhi -110 020 Ph: 011-26384091,41609595,41406953 E-mail: delhi@spml.co.in Website: www.spml.co.in</p>
<p>SHRIKHANDE CONSULTANTS PVT. LIMITED 33-35, Shanti Centre, 3rd Floor, Plot No. 8, Sector No. 17, Vashi, Navi Mumbai - 400 705. Tel No. 91-22-2789 1444 / 3993 / 2763 Fax No. 91-22-2789 1249 E-mail pmc@bom5.vsnl.net.in WebSite www.scplasia.com</p>	<p>WATER AND POWER CONSULTANCY SERVICES (INDIA) LIMITED 76-C, International Area, Sector – 18 Gurgaon – 122 015 Haryana Ph: 0124-2397391 Fax: 0124-2399224 E-mail: wapcos@dataone.in wapcic@vsnl.net</p>
<p>SMEC INDIA PVT. LIMITED No:21,1st Avenue Indira Nagar Chennai – 600 020 Ph:044-42607311/22/33 Fax:044-42607311 E-mail: balaelan@smecindia.net</p>	<p>SPAN CONSULTANTS PRIVATE LIMITED Consulting Engineers, Architects & planners SPAN House, 92-C,Gurudwara Road Madongir, New Delhi- 110 062 Ph:011-29955645-53 (9 lines) Fax: 011-29955643 E-mail: info@spanconsult.com</p>

