

CONTRACT FOR CONSULTANTS' SERVICES

Between

Addl. Chief Secretary (UD) to the Govt of Himachal Pradesh cum Mission Director AMRUT

Through:

Commissioner, Municipal Corporation Shimla Old Judicial complex, DC Office, Mall Road, Shimla – 171001 (Himachal Pradesh).

and

Tata Consulting Engineers Limited

Matulya Centre, A, 249, Senapati Bapat Marg, Lower Parel [West] Mumbai – 400013

For the Project of

**PROJECT DEVELOPMENT AND MANAGEMENT CONSULTANT
(PDMC) FOR ATAL MISSION FOR REJUVENATION AND URBAN
TRANSFORMATION (AMRUT), SHIMLA**

Dated: 7th April 2017

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FORM OF CONTRACT


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उत्तर प्रदेश UTTAR PRADESH

DM 890460

This CONTRACT (hereinafter called the "Contract") is made on the 7 day of the month of April 2017, between, on the one hand, **Addl. Chief Secretary (UD) to the Govt of Himachal Pradesh cum Mission Director AMRUT**, through; **Commissioner, Municipal Corporation Shimla, Old Judicial complex, DC Office**, Mall Road, Shimla – 171001 (Himachal Pradesh), (hereinafter called the "Client") which expression unless the context otherwise require shall mean and include his legal representatives, successors and assignees and on the other hand **Tata Consulting Engineers Limited** having its registered office at Matulya Centre, A, 249, Senapati Bapat Marg, Lower Parel [West] Mumbai – 400013 and its Execution office at Raj Plaza, 2nd Floor, L.B.S. Marg, Vikhroli (West), Mumbai – 400083 on the other hand, (hereinafter called the "Consultant") which expression unless the context otherwise require shall mean and include their legal representatives, successors and assignees.

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) Period of contract shall be 48 months from date of Award of Contract

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1. 2. 29

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

- Appendix A: Description of Services
- Appendix B: Reporting Requirements
- Appendix C: Staffing Schedule
- Appendix D: Breakdown of Contract Price
- Appendix E: Duties of the Client
- Appendix F: Copy of proceeding of Negotiation/Clarification meeting
- Appendix G: Award Letter
- Appendix H: Authorization letter to sign the Agreement

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

- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of *Urban development, Government of Himachal Pradesh*

[Authorized Representative]

For and on behalf of TATA Consulting Engineers Ltd.

Ravi Bani

[Authorized Representative]



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GENERAL CONDITIONS OF CONTRACT


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General Conditions of Contract

1. General Provisions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- (b) "Consultant" means any private or public entity that will provide the Services to the "Client" 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 "Client's" country.
- (g) "GC" means these General Conditions of Contract.
- (h) "Government" means the Government of Himachal Pradesh.
- (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 "Client" or the Consultant, as the case may be, and "Parties" means both of them.
- (l) "Personnel" means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a).

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

(n) "SCC" means the Special Conditions of Contract by which the GC may be amended or supplemented.

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

(p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.

(q) "Third Party" means any person or entity other than the "Client", or the Consultant.

(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 "Client" and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

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

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

1.5 Notices

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

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


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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 "Client" 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 "Client" under this Contract, including without limitation the receiving of instructions and payments from the "Client". 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 "Client" or the Consultant may be taken or executed by the officials specified in the SC.

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

1.10 Fraud and Corruption

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

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

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

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

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


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1.10.2 Measures to be taken by the Client

(a) The Client 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 Client to remedy the situation;

(b) The Client 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 Client-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 27-10-2016 of the "Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

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

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

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

2.5 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall

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not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

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

2.7 Force Majeure

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

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants 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.

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

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

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


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

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

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the "Client", shall either:

(i) demobilize,; or

(ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.

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

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

2.9 Termination

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

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

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

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

(d) If the Consultant, in the judgment of the "Client", has engaged in corrupt or fraudulent

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practices in competing for or in executing this Contract.

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

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

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

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

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

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

2.9.2 By the Consultant: The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the "Client", 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 "Client" fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

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

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

(d) If the "Client" is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the "Client" of the Consultant's notice specifying such breach.

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


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bligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

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

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the "Client" shall make the following payments to the Consultant:

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

(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Client" 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 Client. Applicable Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to Client within 30 days of termination date.

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (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 CONSULTANT

3.1 General

3.1.1 Standard of Performance: The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and

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employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the "Client", and shall at all times support and safeguard the "Client's legitimate interests in any dealings with Sub-Consultants or Third Parties.

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

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

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

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

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

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

3.4 Insurance to be Taken out by the Consultant: The Consultant (i) shall take out and


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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 "Client", insurance against the risks, and for the coverages specified in the SC, and (ii) at the "Clients" request, shall provide evidence to the "Client" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

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 "Client" or its designated representative and/or the Client, 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 "Client" or the Client, if so required by the "Client" or the Client as the case may be.

3.6 Consultant's Actions Requiring "Client's Prior Approval: The Consultant shall obtain the "Client's prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed in Appendix C.
- (b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Client". Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the "Client" to be incompetent or incapable or undesirable in discharging assigned duties, the "Client" may request the Consultant to provide a replacement, with qualifications and experience acceptable to the "Client", or to resume the performance of the Services itself.
- (c) Approval of attendance and out station leaves of the PDMC consultants deputed on daily basis by the Commissioner, Municipal Corporation, failing which penalty of 0.1% per day of default, maybe deducted from their monthly remuneration of subsequent month at the discretion of Client.

3.7 Reporting Obligations: The Consultant shall submit to the "Client" the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.8 Documents Prepared by the Consultant to be the Property of the "Client": All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the "Client" under this Contract shall become and remain the property of the "Client", and the Consultant shall, not later than upon termination or expiration of this Contract,

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deliver all such documents to the "Client", together with a detailed inventory thereof.

The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Client and the Client reserves right to grant or deny any such request.. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the "Client's" prior written approval to such agreements, and the "Client" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.9 Equipment, Vehicles and Materials Furnished by the "Client": Equipment, vehicles and materials made available to the Consultant by the "Client", or purchased by the Consultant wholly or partly with funds provided by the "Client", shall be the property of the "Client" and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the "Client" an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the "Clients" instructions.

While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the "Client" in writing, shall insure them at the expense of the "Client" in an amount equal to their full replacement value and shall be handover the all vehicles, materials and equipments to the client on successful completion of the agreement.

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

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

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

4.2 Description of Personnel: (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the consultant's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Client", his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the "Client", 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.

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Any other such adjustments shall only be made with the "Client's written approval.

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

4.3 Approval of Personnel: The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the "Client". In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the "Client" for review and approval a copy of their Curricula Vitae (CVs). If the "Client" 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 "Client".

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

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

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Client". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

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

5. OBLIGATIONS OF THE "CLIENT"

5.1 Assistance and Exemptions: Unless otherwise specified in the SC, the "Client" shall use its


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best efforts to ensure that the Government shall:

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

(b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.

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

(d) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

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

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

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

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

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

(b) Professional and support counterpart personnel, excluding "Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent


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with the position occupied by such member, the Consultant may request the replacement of such member, and the "Client" shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT

6.1 Total Cost of the Services (a) The total cost of the Services payable is set forth in Appendix D as per the consultant's proposal to the Client and as negotiated thereafter.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment: All payments shall be made in Indian Rupees through bank draft, cheque or the bank transfer.

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

- a) The consultant shall submit the invoice for payment to the client who shall there after re-examine and process the same for release of payment, due as per the agreed terms. The copy of the minutes of negotiation held on 21.07.2016 attached as appendix F. (copy enclosed).
- b) The consultant shall submit the requisite deliverables as specified in this Contract and shall incorporate the comments provided by the client. The Client may hold the requisite payment in case there is delay in incorporation of comments from the consultant or to deduct the amount in case the client is not satisfied with the work so prepared by the consultant with intimation of such deduction to the consultant.
- c) Final Payment: The final payment shall be made only after the final report is submitted and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the "Client". The Services shall be deemed completed and finally accepted by the "Client" and the final report and final statement shall be deemed approved by the "Client" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Client" unless the "Client", within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Client" 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,


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shall be reimbursed by the Consultant to the

“Client” within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the “Client” for reimbursement must be made within twelve (12) calendar months after receipt by the “Client” of a final report and a final statement approved by the “Client” in accordance with the above.

- d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Client after submission by the consultant and the consultant has made presentation to the CMC / Client (Mention this if presentation is required) with / without modifications to be communicated in writing by the Client to the consultant.
- e) If the deliverables submitted by the consultant are not acceptable to the Client / CMC, reasons for such non-acceptance should be recorded in writing; the Client shall not release the payment due to the consultant. This is without prejudicing the Client’s right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Client.
- f) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC. However, any excess payment made to the consultant during the contract period which may be pointed out or noticed by audit agency at any point of time shall be recovered from consultant by the client either from the performance security or otherwise.
- g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Client to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Client communicated to the Consultant.
- h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith: The Parties undertake to act in good faith with respect to each other’s rights


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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 Client and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Client and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Urban Development to the Govt. of H.P. 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 Shimla and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in 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 Client and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

8.5 All disputes arising out of this agreement shall be subjected to the Jurisdiction of Shimla court.


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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 10% of the total value of the contract as specified in Appendix D.

9.3 The liquidated damages shall be applicable under following circumstances:

(a) Subject to reasons attributable to the consultant as determined by the Client, if the deliverables are not submitted as per schedule as agreed with the Client, the Consultant shall be liable to pay 0.5% of the total cost of the awarded tender to the Client, for delay of each week or part thereof. Alternatively the Client may deduct 0.5% of the total cost of the awarded tender for delay of each week or part thereof as part of next payment due to the Consultant.

(b) If the deliverables are not acceptable to the Client as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Client within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 10% of total cost of the services for every week or part thereof for the delay.

10. Miscellaneous provisions:

(i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

(ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

(iii) The Consultant shall notify the Client of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

(iv) Each constituent of the Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Client for performance of works/services including that of its Associates/Sub Contractors under the Contract.

(v) The Consultant shall at all times indemnify and keep indemnified the Client against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

(vi) The Consultant shall at all times indemnify and keep indemnified the Client against any claims in respect of any damages or compensation payable in consequences of any accident or

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injury sustained or suffered by its (the Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.

(vii) The Consultant shall at all times indemnify and keep indemnified the Client against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.

(viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.

(ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India/ State or the Client.

12. Performance Security

The Performance Security shall be provided to the Client no later than the date specified in the Contract and shall be issued in an amount specified in the SCC, by a bank acceptable to the Client, and denominated in the types and proportions of the currencies in which the total cost of services is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a bank guarantee. In case of breach of any of the terms of agreement, the client shall be at liberty to forfeit the performance security amount without any separate notice.


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SPECIAL CONDITIONS OF CONTRACT


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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> <p>iii "Client" :</p> <p><i>Addl. Chief Secretary (UD) to the Govt of Himachal Pradesh cum Mission Director AMRUT,</i> <i>Through:</i> <i>Commissioner, Municipal Corporation Shimla, Old Judicial complex, DC Office, Mall Road, Shimla – 171001 (Himachal Pradesh).</i></p> <p>Attention : Commissioner</p> <p>Telephone / Facsimile : 0177 2802346, 2612899</p> <p>iii Consultant :</p> <p>Attention : Mr. Ravi Bassi, DGM – Business Development Tata Consulting Engineers Ltd. Ground Floor, Tower B & C, Green Boulevard, Plot No. B 9 A, Sector 62, Noida 201301, Tel: 0120 6196100</p> <p>Facsimile : 0120 6196500</p>
2	1.7	<p>{Lead Partner is [insert name of member]} NA</p> <p>Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</p>
3	1.8	<p>The Authorized Representatives are:</p> <p>For the "Client": Additional Chief Secretary Urban Development Department, Government of India through Commissioner, Municipal Corporation, Shimla.</p>


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SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		For the Consultant: Mr. Ravi Bassi, DGM – Business Development
	1.9	(a) Financial bids/ cost payable by the Client shall be all inclusive of taxes and third party expenses. b) All applicable taxes will be deducted at source as per the prevailing Tax Rules.
4	1.10.3	Not Applicable
4	2.1	The effectiveness conditions are the following: (iii) Approval of the contract by the Client (ii) Appropriate security for advance payment acceptable to the “Client” (iii) Any unforeseen reason forcing closure of the programme before effectiveness of the contract.
5	2.2	The time period shall be 21 days
6	2.3	The time period shall be 14 days
7	2.4	The time period shall be 48 Months or Mission period, whichever is earlier
8	3.4	Limitation of the Consultants’ Liability towards the “Client” (i) The ceiling on Consultant’s liabilities shall be limited to (a) total cost, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the consultants to such liabilities whichever of (a) or (b) is higher.
9	3.4	The risks and the insurance coverage shall be as follows: a.) Third Party motor vehicle liability insurance as required under India’s Motor Vehicles Act, 1988, by the Consultant or its Personnel or any Sub-Consultants or their Personnel for the period of consultancy; b.) Third Party liability insurance to be borne by bidder/PDMC c.) Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable as per 3.4 of SC of the consultancy (to be borne by the PDMC); d.) Client’s liability and Workers’ compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other

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SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		<p>insurance as may be appropriate; and</p> <p>e.) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural calamity.</p> <p>f.) Any other law/rule as applicable in India.</p>
10	4.6	Not Applicable
11	6.1(b)	The ceiling in local currency is: Rs. 9,62,38,716.00 (Rupees nine crore sixty two lakh thirty eight thousand seven hundred sixteen only)
12	6.3	<p>(i) 5% of the Contract Value will be paid in advance, if so desired, on submission of bank guarantee of the amount equal to 110% of the advance sought by the Consultant.</p> <p>The First installment of recovery shall be effected form each running bill paid immediately following the payment of mobilization advance and the last installment of the recovery shall be affected during the third month preceding the month in which the due date of completion falls. The various installments of recovery shall be of equal amounts.</p> <p>(ii) Remuneration of Personnel as indicated in Financial proposal submission Form Fin 3, and as agreed during Negotiations, will be reimbursed on monthly basis as per this contract according to the agreed work plan;</p> <p>(iii) Payment for Reimbursable Expenses as indicated in Financial proposal submission Form Fin 4, be reimbursed on actual/ and as agreed during Negotiations and as per Appendix of Financial Proposal – Section 4</p> <p>(iv) Payment for Provisional Sum as per Appendix of Financial Proposal – Section 4</p>
13	8.3	The Arbitration proceedings shall take place in Shimla in India.
14	11	The Performance Security amount is 5% of the Contract value.

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Binding signature of Client Signed by **Commissioner,
MC, Shimla**

Ravi Bassi


Binding signature of Consultant Signed by, **Ravi Bassi**

(For and on behalf of **Tata Consulting Engineers Ltd.** duly authorized vide Letter of Authorization No. LOA/TCE/DOM/IBU/425/2016/AMRUT Dated 24-10-2016.

In the presence of (witness):

- 1.
- 2.


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APPENDICES


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APPENDIX - A
Description of Services


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APPENDIX A – DESCRIPTION OF SERVICES

1. BRIEF DESCRIPTION OF TASK

This Terms of Reference is for providing consulting services to assist the Shimla Municipal Corporation and Urban Development department of the State of Himachal Pradesh to implement the urban development program in the city and state. This work will be carried out by a Project Development and Management Consulting firm, henceforth referred to as 'Project Development and Management Unit (PDMU)' on behalf of the *Government of Himachal Pradesh department of the State.*

2. BACKGROUND

In order to rejuvenate and transform urban India, the Ministry of Urban Development, Government of India has rolled/ rolling out flagship missions i.e. Atal Mission for Rejuvenation and Urban Transformation (AMRUT). Rolling out of the Missions require incorporating lessons from JnNURM implemented earlier by the Ministry. The broad challenges & lessons learnt from JnNURM program were: • Capacity constraint of cities/ states in urban planning and project management; • Acquisition of land, public agitation, change of site, encroachments; • Delay in tendering and re-tendering; • Clearances form different departments; • Shifting of Utilities; • Cost & Time Overruns; Based on learning's from JnNURM, Ministry of Urban Development has assigned the responsibility for project execution under Atal Mission for Rejuvenation and Urban Transformation (AMRUT) to States/ ULBs. It is proposed under AMRUT that States / ULBs may appoint "Project Development and Management Consultants (PDMCs). PDMC has been envisaged as an end-to-end consultant, supporting States/ULBs.

In the state of Himachal Pradesh, Shimla city was selected as the only city under AMRUT Mission (2015-2019) and Shimla city has already submitted the Service Level Improvement Plan (SLIP) and State Annual Action Plan (SSAP) to the Government of India and the payment against submitted SAAP has been processed by Government of India for this financial year (2015-2016) ending on 31st march 2016. In addition to Shimla city, Kullu town has recently been included as AMRUT Mission city for state of Himachal Pradesh, hence in future services of PDMC can also be extended for Kullu town based upon the unit rates as agreed in this RFP. However at present for the purpose of this RFP, only Shimla town has to be considered.

2 (A) OBJECTIVES: The objective of the assignment is to provide direct assistance to Shimla Municipal Corporation and Urban Development department of the State of Himachal Pradesh to ensure the effective coordination and implementation of the program. The PDMC shall be responsible for effectively leading and taking initiative to plan, manage, design, execute and implement the Program including carrying all necessary surveys and design the subproject plus ensuring proper construction supervision. The PDMC will work closely with the Shimla Municipal Corporation and Urban Development department of the State of Himachal Pradesh for sustainable capacity building of Municipal Corporation / Council and will assist in operational zing the procedures and in implementing institutional development, capacity building, monitoring and quality assuring the outputs of the program.


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3. IMPLEMENTATION ARRANGEMENT

Municipal Corporation Shimla is the executing agency (EA) for the project. The State Mission Directorate (SMD), headed by Smt. Manisha Nanda (Additional Chief Secretary – Urban Development to Govt. Of H.P. and supported by Member Secretary and other senior officials from line departments, will manage the project activities, will liaise with Ministry of Urban Development, (MoUD), Government of India on all issues, implement institutional reforms, and management of project. SMD will be supported by the respective Shimla Municipal Corporations. Mission Directors at state level and Municipal Commissioners / Officers at city level will be provided with necessary consulting services through the Project Development and Management Consultants (PDMC) to strengthen their program management capacity and implementation of subprojects in filed including planning, surveys, engineering design, construction supervision, measurement and billing, contract management etc.

PDMC will have one state office (comprising project management and design professionals) at Shimla city and multiple field offices (comprising project implementation professionals) in each project city. In the case of Himachal Pradesh, as of now only Shimla city is to be considered as a project city under AMRUT Mission. Subsequently in future PDMC services maybe demanded for Kullu town of Himachal Pradesh and accordingly the services of PDMC shall be expanded in future as per requirement. Consultancy contracts will be for duration of 48 months (4 years) or maybe extended/curtailed as per the term of AMRUT Mission.

4. PROJECT DEVELOPMENT & MANAGEMENT PROCESS

1. The Process of project development will begin with preparation of "City-wide Concept Plan" (a non-fully complete CDP) on the basis of old or revised City Development Plan (CDP). The City-wide Concept Plan will contain the City Vision, description, situation analysis/ As-is description of the water supply, storm water drainage, sewerage and septage management and open spaces (e.g. parks, playgrounds). All previous plans and documents (e.g. City Sanitation Plan, City Mobility Plan, Master Plan and other plans) of all departments and agencies will also be reviewed to craft an overall strategy focused on achievement of Service Level Benchmarks (SLBs). Possibilities to apply smart technologies for providing better and enhanced basic services to the people of the city will be included in the strategy.
2. The City-wide Concept Plan will form the basis of the Service Level Improvement Plan (SLIP) of the ULB and the State Annual Action Plan (SAAP) for the State to be sent to the MoUD for approval.
3. The SAAP is basically a State level service improvement plan indicating the year-wise improvements in basic services. The SAAP will be generated in the prescribed forms from the SLIPs of the ULBs in the State
4. The Consulting Firms should explore the possibility of using Public Private Partnerships (PPP), which should be the preferred execution model.
5. For project identified and approved under SAAP, Detailed Project Report (DPR) and Bid Document will be prepared. Review of infrastructure status, gap and demand assessment with reference to service level indicators will be made for the identified projects. Convergence of project component will be ensured with other sectoral and area programs in the city.


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6. Field/ laboratory Investigations, surveys, formulation of technical options, design, cost estimates and solutions to resettlement & environmental issues will be made part of DPR. The finance plan including O&M strategy for the complete life cycle of the project will be an integral part of DPR.

7. Possibilities to apply smart technologies for providing better and enhanced basic services to the citizens will be explored while formulating the DPR. At draft DPR stage first stage consultations will be facilitated to engage citizens and get feedback and adopt midcourse correction, if required.

8. The DPR will identify contracting opportunities including exploring options for PPP/ Service Level Agreements or direct contracting and accordingly provide corresponding bid document. Based on the bid document States/ ULBs will procure contracting firms, according to their laws and rules.

9. The project execution by the ULBs/ State parastatal will be done in efficient way . They have to ensure cost, time and quality compliances as envisaged in contract agreement. Expertise of PDMC firms will be used by the State and City Governments to make quick decisions so as to ensure timely completion of projects within cost estimates.

10. It will also be ensured for linkage between proposed infrastructure project and delivery of services. It will monitor improvement in services level indicators as indicated in the State Annual Action Plan (SAAP). Periodic second stage consultations for taking useful feedback will also be facilitated by PDMCs during implementation phase.

11. All the works has to be done according to the mission statement and guidelines of Atal Mission for Rejuvenation and Urban Transformation (AMRUT) as issued by MoUD.

5. SCOPE OF WORK

The scope of PDMC under the proposed mission comprises components namely **Design, Supervision and Project Management**. PDMC will identify projects on the basis of SLIP/SAAP framework, and carry out required investigation, design, procurement, and implementation. The PDMC will also ensure compliances and monitoring of the project activities using PMIS / latest IT tools and techniques such as online monitoring of work sites with the aid of cyber tools. The SLIP and SAAP has already been prepared and submitted to Government of India by Shimla city for the current financial year 2015-16 ending on March 2016. The consultant will carry out a multi-stage exercise in close collaboration with the ULB / State Govt and other stakeholders. The proposed project has been taken up for improvement / introduction of Urban Infrastructure including ensuring delivery of services. Without limiting the scope, the PDMC has to work in close liaison with the Shimla Municipal Corporation and Urban Development department of the State of Himachal Pradesh and will be responsible for the following tasks:

5.1 Project Management

i. Handhold/ support State Government/ Urban Local Bodies for project identification, investigations, design, procurement, supervision, cost control, scheduling, risk management, monitoring, auditing, reporting, and ensuring compliances and due diligences required for the project;


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- ii. Planning, scheduling and monitoring of the projects using PMIS / latest IT tools and techniques such as online monitoring of work sites with the aid of cyber tools.
- iii. Assist State Government/ Urban Local Bodies in conducting regular meetings with all stakeholders, contractors, and other government entities, etc., to discuss progress and issues related to implementation, and prepare minutes for recording and circulation;
- iv. Establish all necessary records and the procedures of maintaining/updating such records for each package and for the entire project.
- v. Develop and implement procedure for timely payments to the contractors and monitor for compliance;
- vi. Monitor implementation of mitigation measures for the project, and update the Plan as per requirement.
- vii. Provide capacity building support by training to Employer's staff/consultants regarding any software or technique used by the PDMC which is not known to operate/used/implemented by the employer's staff/consultants.

5.2 Survey, Studies and Investigations

- i. Consult the available documents such as city development plans /strategy plans, sanitation plans. Mobility plans etc.
- ii. Review existing status of physical Infrastructure based on above documents and other available secondary data, & identify data gap.
- iii. Review of land availability, rehabilitation - resettlement & Environmental issues for identified projects
- iv. Identify requirements of surveys, studies and investigations;
- v. Carry out all the required engineering surveys and investigations (total station/LiDAR survey, geotechnical investigation, soil survey, construction material survey, ground water investigation i.e. hydro-geological investigations, rainfall data collection, identification of underground utilities and their mapping, water sampling and analysis etc) including sufficient off-site information to allow relationship with possibly useable off-site infrastructure to be established;
- vi. Identify key stakeholders from city/ state officials, elected representatives, concerning NGOs, eminent citizens, representatives from premium institutes of the city/ state, representatives of business organizations in consultation with the concerned ULB commissioner/ CEO etc;

5.3 Feasibility Study

- i. Review available secondary data and reports required for analysing the existing infrastructure facilities and for designing the facilities for project;
- ii. Analyse Future projections & demand assessment;
- iii. Prepare conceptual plan and preliminary design including the feasibility of the infrastructure to be provided;
- iv. Assist City/ State Government in first Stage consultation with the stakeholder for each sup projects or group of Sub projects, as applicable, to discuss the conceptual plan and technical options and prepare minutes for recording and circulation;


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- v. Based on above, diagnostic analysis of the technical options with respect to best practices / smart options/ priorities and consultation;
- vi. Assess land requirement and preparation of land acquisition requirements;
- vii. Prepare and submit 'Feasibility Report' to Client. The Feasibility Report should describe the various technical options with recommendation for most appropriate option;

5.4 Detailed Design

- i. Review/revise/modify & updation of the existing Detailed Project Reports available with City/State;
- ii. Once the Feasibility Report is approved, prepare detailed designs in accordance with sound & established engineering practices; tender drawings and; cost estimates etc. The design shall meet the techno economic aspects for best possible solution after consideration of various available alternatives and shall sufficiently be detailed to ensure clarity and understanding by all stake holders and will be incorporated into a detailed project report to be submitted for the approval of the Client. The costs estimate shall be prepared on the basis of Schedule of Rates (SOR) of State with latest addenda and corrigenda. For Non-SOR items, if any, adopting rates on the basis of relevant 'Schedule of Rates' of Other state (as applicable) or market rate by proper rate analysis carried out through market enquiry;
- iii. Identify the possibility of private / public participation/PPP in the service delivery, as feasible and applicable, and prepare contract document for such packages;
- iv. Assessment of utility shifting requirement and costs estimations; preparing document required for statutory clearances and other clearances like Railway, Forest, National Highways etc;
- v. Assess each site's environmental aspects for detailed design of the project component. Accordingly prepare initial environmental impact examinations (IEE) as may be required;
- vi. Preparation of environmental safeguard actions including impact assessments, if any, during the design stage;
- vii. Prepare environment management plan (EMP) and mitigation measures;
- viii. Preparation and implementation of resettlement plans, if any, based on the approved framework;
- ix. Prepare Detailed Project Report including technical specifications, Contract drawings, bills of quantities and above aspects;
- x. Finalizing arrangement for contracting including exploring options for PPP/ Service Level Agreements / bid document;
- xi. Preparation of strategy and action plan for IEC program including public participation;
- xii. Assist City/ State Government in second Stage consultation for each sub projects or group of Sub projects, as applicable, with the stakeholder to discuss the Detailed Design report and prepare minutes for recording and circulation;
- xiii. Prepare consolidated bid documents, technical specifications, approved contract drawings, final bills of quantities, EMP and any other necessary information required for successful tendering and implementation of contracts. The Bid document should be in accordance with the Government of India / State Government guidelines.


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xiv. Ensure that all bidding documents and contract documents contain the Environmental Management Plan (EMP) and such items are included in BOQ; also monitor the implementation of the EMP during construction and pre/post construction phases.

xv. In compliance with the EMP, develop a strategy to overcome the difficulties of construction/traffic management in narrow streets and also prepare detailed plans for detour of traffic during excavation for urban services. Propose and implement mechanism for coordination among all stakeholders such as traffic police, roads department, user committees etc., for smooth construction execution.

5.5 Bidding process and contract award:

i. Assist Corporation / Council of the City / Urban Development department of the State in all aspects of procurement including issuing bid invitation, addendum/corrigendum, and clarifications to the bidders queries, bid evaluation, selection of contractors, award of contract and signing of contract;

ii. Prepare contract documentation to include Letter of invitation, conditions of contract, specifications, design parameters; bills of quantities, etc. for all sub-projects components in close coordination with Corporation / Council of the City / Urban Development department of the State.

5.6 Construction Supervision and Contract Management

i. Providing advice and guidance to the Shimla Municipal Corporation and Urban Development department of the State of Himachal Pradesh for modern procedures and guidelines for project implementation and management in general.

ii. Arrange and coordinate multi Stage Consultation proposed under the project and accordingly ensure modification of the project components.

iii. Contract administration and Management of the Subprojects;

iv. Prepare construction supervision manual and maintenance manual;

v. Interpretation of the technical specifications for each subproject

vi. Supervise and monitor construction work of each contract package;

vii. Verification of surveyed maps and design vis-a-vis ground situation and make necessary corrections, if required, with approval;

viii. checking the line level, layout of the construction to ensure conformity with the contract, proposed and presentation for approval any changes in the plans that may be deemed necessary indicating effect due to the change on contract and preparation of variation orders accordingly,

ix. Scrutinize the contractor's detailed work program and guide Contractor in preparation of supervision schedule/ work plan for each package;

x. Scrutinize construction methods proposed by contractor including environmental, safety, personnel and public issues;

xi. Assess the adequacy of the contractors' inputs in material, labor and construction methodology and provide advisories when required;


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- xii. Monitor the construction method by assessing the adequacy of the contractor's input materials, labour, equipment and construction methods;
- xiii. Monitor implementation of environmental standards and safeguards and if any Resettlement Plans;
- xiv. Establish Quality assurance system including verification of source of material and certification;
- xv. Carry out necessary quality control activities and certify that the quality of works conforms to the specifications and drawings;
- xvi. Supervising the construction of the various contract packages for the related outputs of the Program
- xvii. Record the work measurement and certify the contractor's bill;
- xviii. Assist the Client in interim and final certification of the bills of payment;
- xix. Furnish the detailed construction drawings as necessary during continuance of the contract or checking and approving shop drawings of contractor for implementation, as required;
- xx. Assistance for resolution of all contractual issues including examining the contractor's claims for variations/ extensions or additional compensations etc and prepare recommendations for approval by the Client;
- xxi. Assist third party inspections, if necessary, as decided by Client;
- xxii. Assist State Government/ Urban Local Bodies in obtaining all necessary permissions and complying with statutory requirements as required prior to construction, such as permissions from Railway, National Highway, Department of Archaeology, Department of Forests and National Parks, and tree-cutting etc.
- xxiii. Proof checking and issuance for execution of contractors' design and drawings for lump sum turnkey contracts
- xxiv. Review and finalise the "as built" drawings submitted by Contractor;
- xxv. Assist the Client in issue of completion certificates;
- xxvi. Inspect the works at appropriate intervals during defect liability period and certification issue;
- xxvii. Prepare on behalf of Shimla Municipal Corporation and Urban Development department of the State of Himachal Pradesh, monthly project progress reports describing the physical and financial progress of each subproject, highlighting impediments to the quality and progress of the works and remedial actions, to be submitted to State Government;
- xxviii. Assist Shimla Municipal Corporation and Urban Development department of the State of Himachal Pradesh in monitoring of progress as per the Program Performance Monitoring System (PPMS) or as required by Client;
- xxix. Assist City/ State Government in third Stage consultation during construction of sub projects, as applicable, with the stakeholder to discuss the Detailed Design report and prepare minutes for recording and circulation.

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APPENDIX - B
Reporting Requirements


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APPENDIX B - REPORTING REQUIREMENTS


Reporting Requirements and Time Schedule for Deliverables

The PDMC shall work under the supervision of Commissioner, Municipal Corporation Shimla. The Team Leader PDMC will directly report to the Commissioner MC Shimla for their day-to-day work as per the Scope of Work of PDMC. The Commissioner, Municipal Corporation will directly monitor the works and tasks of PDMC. The role of PDMC will not be limited to advising and assisting MC Shimla but also for capacity building of MC Shimla. As a minimum, following are the deliverables:

- **Inception Report** in 30 days time of mobilization of consultant containing approach, methodology, work plan and staffing schedule for the project activities and schedule for deliverables;
- **Service Level Improvement Plan (SLIP)** of the ULB including City-wide Concept Plan which forms the basis of SLIP.
- **State Annual Action Plan (SAAP)** for the State, which is basically a State level service improvement plan indicating the year-wise improvements in basic services for onward forwarding to MoUD.
- **Draft DPR (Detailed Project Report)** including engineering feasibility study, survey and investigation reports, social and environmental safeguard documents, economic and financial analysis and subproject appraisal report.
- **Final DPR** design reports supported by field/ lab investigations; population projections, detailed designs; costs estimates, rate analysis and take off sheets, and compliances over draft DPR observations.
- **Bid Document for each contract package**
- **Monthly Contract Performance and Management Reports** using PMIS/ Project Management IT tools for each contract during entire program period.
- **Contract Completion Reports** for each project package.
- **Quarterly and Yearly Progress Reports**
- Any other reports as required by State / ULBs.
- All reports will be submitted to State / ULBs in agreed time frame.

The SLIP for the year 2015-16, has been prepared and submitted, based on which the SAAP has also been submitted which has been thereafter approved for the year ending on 31st march 2016. The PDMC need to prepare DPRs, and necessary processes are to be executed further for this financial year. Since the services consist of the supervision of civil works, the following action will require prior approval by the Client:

Taking any action under a civil works contract designating the Consultant as Engineer Representative, for which action, pursuant to such civil works contract, the written approval of the Client as "Client" is required."


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Shimla




APPENDIX – C
Staffing Schedule


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APPENDIX - D
Breakdown of Contract Price


Commissioner
Municipal Corporation
Shimla





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FORM FIN-1:
FINANCIAL PROPOSAL SUBMISSION FORM

Noida, 16-03-16

To

Municipal Commissioner,
Municipal Corporation,
Shimla - 171001
Himachal Pradesh

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [Project Development and Management Consultant for Atal Mission for Rejuvenation and Urban Transformation (AMRUT) in accordance with your Request for Proposal (RFP) dated 26th February 2016 and our Technical Proposal. Our attached Financial Proposal is for the sum of Rs. **61953600.00 (Rupees six crore nineteen lakh fifty three thousand six hundred only)**. This amount is inclusive of the Domestic taxes and exclusive of service tax. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph 4 of the Part II Data Sheet.

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

Yours sincerely,

Authorized Signature

Dheeraj Kaushik, General Manager
Tata Consulting Engineers Limited, Ground Floor, Tower B & C, Green Boulevard,
Plot No. B9A, Sector 62, Noida - 201301
Tel: +91 120 6196100, Fax: + 91 120 6196500
E- mail: dkaushik@tce.co.in
61953600.00

TATA CONSULTING ENGINEERS LIMITED

4th Floor, Tower A, 247 Park LBS Marg, Vikhroli (West), Mumbai 400 083
Tel: +91 22 6114 8181 Fax: +91 22 6114 8282 email: mail@tce.co.in website: www.tce.co.in CIN: U74210MH1999PLC123010
Registered Office: Marulya Centre A, 249 Senapati Bapat Marg, Lower Parel (West), Mumbai 400 013

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Shimla



FORM FIN 2 : SUMMARY OF COSTS

S. No	Particulars	Form	Amount in Indian Rupees	Amount in words
A. Competitive Components				
1	Remuneration	FIN 3	58560000.00	Rupees five crore eighty five lakh sixty thousand only
2	Reimbursable expenses	FIN 4	3393600.00	Rupees thirty three lakh ninety three thousand six hundred only
Sub Total (A)			61953600.00	Rupees six crore nineteen lakh fifty three thousand six hundred only
B. Non Competitive Components				
3	Provisional Sum		19000000.00	Rupees one crore ninety lakh only
4	Contingency		3097680.00	Rupees thirty lakh ninety seven thousand six hundred eighty only
Sub Total (B)			22097680.00	Rupees two crore twenty lakh ninety seven thousand six hundred eighty only
Total Cost of Financial Proposal (A+B)			84051280.00	Rupees eight crore forty lakh fifty one thousand two hundred eighty only
5	Service Tax/ Any other Tax		12187435.60	Rupees one crore twenty one lakh eighty seven thousand four hundred thirty five and paise sixty only
Grand Total			96238715.60	Rupees nine crore sixty two lakh thirty eight thousand seven hundred fifteen and paise sixty only

Authorized Signature

Dheeraj Kaushik, General Manager

Tata Consulting Engineers Limited, Ground Floor, Tower B & C, Green Boulevard, Plot No. B9A, Sector 62, Noida - 20

Tel: +91 120 6196100, Fax + 91 120 6196500

E-mail dkaushik@tce.co.in

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Shimla



FORM FIN - 3 : BREAKDOWN OF REMUNERATION

S. No	Name of Staff	Position	Man Month Rate (A) in Rupees	Proposed Man Months (B)	Total Amount in Rupees (A*B)
KEY PROFESSIONALS					
1	RM DAHAPUTE	Team Leader cum Urban Management Specialist	270000.00	48	12960000.00
2	P L KSHIRSAGAR	Design Engineer (water supply/	170000.00	36	6120000.00
3	RAJESH DWIVEDI	Design Engineer (Transport)	170000.00	12	2040000.00
4	SHUBHANGI JAIN	Procurement Specialist	170000.00	48	8160000.00
				144	29280000.00
OTHER PROFESSIONALS					
1	TBA	Urban Planner	170000.00	12	2040000.00
2	TBA	Project Finance Specialist	170000.00	12	2040000.00
3	TBA	Structural Engineer	170000.00	12	2040000.00
4	TBA	Environmental Specialist	170000.00	12	2040000.00
5	TBA	Support Engineer 1	75000.00	24	1800000.00
6	TBA	Support Engineer 2	75000.00	24	1800000.00
				96	11760000.00
SUPPORT PERSONNEL					
1	TBA	Other Support Staff (2 Nos.)	75000.00	96	7200000.00
2	TBA	Surveyor/ Draftsman (4 Nos.)	40000.00	192	7680000.00
3	TBA	Data Entry Operators (2 Nos.)	27500.00	96	2640000.00
				384	17520000.00
		Total		624	58560000.00

Total Remuneration = Rs. 5,85,60,000.00

(Amount in Words) : Rupees five crore eighty five lakh sixty thousand only

2
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Shimla



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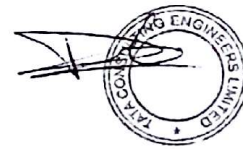


FORM FIN - 4: BREAKDOWN OF REIMBURSABLE EXPENSES

S. No	Description	Unit	Quantity	Unit Price In Rupees	Total Amount in Rupees
1	Per diem allowance, including hotel allowance, for experts for every day of absence from the home office for the purposes of the Services	Per Day	48	2200.00	105600.00
2	Cost of office operation, including overheads and back-stop support at central cum project (one) office	Per Month	48	15000.00	720000.00
3	Local Transport at Central Office cum Project Office	Vehicle Month	48	37500.00	1800000.00
4	Communication Costs to all personnel and Office at Central cum Project office	Per Month	48	6000.00	288000.00
5	Cost of Reports Production (including printing) and delivering to the Client at project Cities cum Central office	Per Month	48	10000.00	480000.00
10	Other Allowances where applicable				0
	Sub Total: Reimbursable Expenses carried to Fin 2				3393600.00
PROVISIONAL SUMS					1500000.00
i.	Office Equipment	LS			1500000.00
ii.	Survey, Tests, Investigation and Reports etc	LS			500000.00
iii.	Workshops and Seminar	LS			2000000.00
iv.	Intercity Travels	LS			1900000.00
	Sub Total (Provisional sums)				3097680.00
	Contingency @ 5%				25491280.00
TOTAL: REIMBURSABLE +PROVISIONAL SUM +CONTINGENCY					

Total Reimbursable: = Rs. 2,54,91,280.00

Amount in words: Rupees two crore fifty four lakh ninety one thousand two hundred eighty only



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(4)

Experts / Staff other than key professionals for Short Duration


S. No	Name of Staff	Position	Man Day Rate in Rupees
KEY PROFESSIONALS			
1	TBA	Engineers with more than 15 years of experience	23000.00
2	TBA	Engineers with experience between 10 to 15 years	16000.00
3	TBA	Engineers with experience between 5 to 10 years	9000.00
4	TBA	Engineering Diploma holders up to 5 years experience	6000.00

Note: The above man day rates shall be applicable in case there shall be a need for deploying experts / staff other than key staff for short duration up to a week


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Shimla



APPENDIX - E
Duties of the Client


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APPENDIX E - DUTIES OF THE "CLIENT"

OBLIGATIONS OF THE "CLIENT"

Assistance and Exemptions: Unless otherwise specified in the SC, the "Client" shall use its best efforts to ensure that the Government shall:


- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- (b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.
- (c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.
- (e) Office accommodation without any rentals shall be provided by Client which includes water and electricity charges


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APPENDIX - F

**Copy of proceeding of Negotiation / Clarification
meeting**


Commissioner
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Shimla




Proceeding of meeting held on 21.07.2016 at 04:30 P.M under the chairmanship of Commissioner, M.C Shimla regarding negotiation of Project Development and Management Consultant (PDMC) under AMRUT with M/s Tata Consulting Engineers Ltd

The following were present:

Sr. No.	Name	Designation
1	Er. Dharmendra Gill	Superintending Engineer, Greater Shimla Water Supply & Sewerage Circle, Tutikandi, Shimla
2	Er. Sudhir Gupta	Executive Engineer (R&B), Deptt. M C Shimla
3	Er. Pradeep Bhardwaj	EE-cum-Project Director, M C Shimla
4	Er. Rajesh Kashyap	Executive Engineer, Greater Shimla Water Supply & Sewerage Circle, Tutikandi, Shimla
5	Er. Sanjeev Gupta	General Manager(Civil), M/s Tata Consulting Engineers Ltd.

At the outset EE-cum-Project Director briefed about the role of PDMC in AMRUT Mission and also briefed about the technical and financial proposal submitted by M/s Tata Consulting Engineers Ltd. The following points were discussed:


1. The Superintending Engineer persuaded the General Manager of M/s Tata Consulting Engineers Ltd. to reduce the remuneration of Experts quoted by their firm. In this regard the General Manager showed inability to reduce the salary of Experts as the amount quoted is genuine as per the qualification and experience of experts. The consultant shall submit CV of experts for MC Shimla's approval. Only on MC's approval of CV person shall be deployed.
2. The Superintending Engineer informed that there would be no full time requirement of Experts/Specialist in M.C Shimla as the AMRUT Mission is already half way. Therefore Experts/Specialist may be deputed on the basis of requirement. The General Manager agreed that the key Experts/Specialist will be deputed as per the requirement and satisfaction of MC, Shimla.
3. The General Manager asked whether M.C Shimla will provide residential accommodation to the staff of PDMC. In this regard, it was intimated that there was no provision of providing residential accommodation, however only office accommodation will be provided by M.C Shimla as per the scope of RFP and already explained in corrigendum dated 10-03-2016.
4. In order to have better mobility of TCE team for planning their travel even at short notice and keeping in mind the duration of project as 4 years, it shall be better if the local transport is directly arranged by TCE. The monthly payment for the previous month shall be made on actual basis with proof of availability of vehicle and supporting voucher.
5. Regarding the matter for per diem allowances, it was decided that M.C Shimla will provide the allowances @ quoted by TCE in the financial bid with the condition that the tour programme should be approved by Commissioner, M C Shimla and payment will be made as per corrigendum dated 10-03-2016.
6. The Superintending Engineer apprised that cost of operation including overheads & back-stop support at office and cost of reports production shall be provided by M C Shimla on production of invoice bills and verification of the same by Accounts Branch and Project Cell, Shimla.
7. Regarding the communication expenses to all personnel & office shall be provided by M.C Shimla as per rates quoted in the financial bid.
8. Regarding the office equipments it was decided that it shall be provided by M.C Shimla and the firm shall have to hand over the all equipments to M C Shimla after the completion of the project as per appendix of corrigendum dated 10-03-2016.

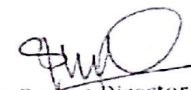

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 Municipal Corporation
 Shimla

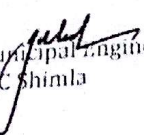


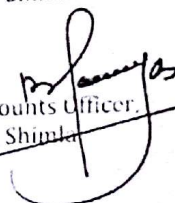
The matter regarding expenses on account of survey, tests, investigation and reports was also discussed. In this regard it was agreed that these expenses shall be provided by M.C Shimla after proper verification of invoice bills.

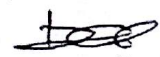
- 10. Regarding the training workshops and seminars it was decided that the same shall be conducted after approval from the Commissioner, M.C Shimla and expenses for the same shall be provided by M.C Shimla on production of invoice bills and verification of the same by Accounts Branch and Project Cell M.C Shimla.
- 11. The matter regarding contingency was also discussed. In this regard it was decided that the contingency expenses shall be released only prior approval from Commissioner MC Shimla.
- 12. The consulting firm shall responsible to adhere to the complete schedule of all the components of AMRUT project as fixed by the Govt. from time to time. However a monthly schedule will be discussed every month which shall be binding the consulting firm and should be linked to the payment schedule of the corresponding month as per the RFP.
- 13. Remuneration of ⁿpersonal _{st.} as quoted in financial proposal form Fin 3 and as agreed during _{neg.}negotiation will be reimbursed as monthly basis after deployment of experts.
- 14. Since the payment, schedule is linked to the achievement of milestones in AMRUT project progress. After issue of Letter of Intent the firm shall examine the AMRUT Project Completion schedule as proposed by the Municipal Corporation and submit its agreed Project completion schedule alongwith the details of staff deployment required for the same. This shall form part of the agreement and accordingly the letter of award of work shall be issued.
- 15. It was agreed that intercity travel allowance will not be given by M.C Shimla as the staff will only be deployed for Shimla City. As per the RFP any requirement staffing/ consultancy required for Kullu Town shall be procured by the employer from Tata Consulting Engineer Ltd. on the basis of rates quoted (pro rata basis) in response to the RFP only. However in case any sector specialist or a senior person of Tata Consulting Engineer Ltd. (TCE) is required to visit Shimla on this project from Mumbai/Delhi or any other location for a short duration, the cost of travel, boarding & lodging expenses shall be reimbursed by the client under intercity expenses. All such visits shall be with prior approval of client.


 Executive Engineer (R&B),
 M.C Shimla


 EE-cum-Project Director,
 M.C Shimla


 Municipal Engineer (WS&SD),
 M.C Shimla


 Accounts Officer,
 M.C Shimla


 Superintending Engineer,
 Greater Shimla Water Supply & Sewerage Circle


Commissioner
Municipal Corporation
Shimla



APPENDIX - G
Award Letter


Commissioner
Municipal Corporation
Shimla



Municipal Corporation Shimla

No. MCS/Project/AMRUT/2016-1797-99

Dated: 03.10.2016

From

Commissioner,
Municipal Corporation Shimla

To

M/s Tata Consulting Engineers Ltd.,
Ground Floor, Tower B&C, Green Boulevard,
Plot No. B9A, Sector 62, Noida-201301.


Subject: Regarding appointment of Project Development and Management Consultant (PDMC) under AMRUT Mission.

Sir,

This is with reference to RFP notice released on dated 23.02.2016, the technical bid opened on 21.03.2016 and the financial bid opened on dated 04.04.2016 on the subject cited above. Further as per negotiation meeting held on 21.07.2016, the total financial bid is amounting to Rs. 9,62,38,716/- out of which the remuneration amount Rs. 5,85,60,000/- is maximum as proposed by your company and the same can vary as per the deployment of experts. The amount of reimbursable expenses, non-competitive components and service tax will be as per verification of bills. The other terms and conditions of the work will remain same as per RFP and Corrigendum.


It is therefore requested to execute an agreement with Municipal Corporation Shimla within 14 days time on non judicial paper worth Rs. 100/- on any working day from the date of issue of this letter and establish your office in M.C Shimla. In case the agreement is not signed by you within prescribed time period this award of work will be treated as cancelled and the earnest money deposited by you will stand forfeited and will be credited to the account of M.C without issuing any notice. Further it is also requested to submit the performance security i.e 5% of contract value at the time of signing of agreement.

Yours faithfully,


Superintending Engineer,
GSWS&S Circle, M.C Shimla

Copy to:

1. The Additional Chief Secretary (UD) to the Govt. of H.P, Shimla-2 for information please.
2. The Director (UD), Palika Bhawan, Talland, Shimla-2 for information please.


Superintending Engineer,
GSWS&S Circle, M.C Shimla


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Municipal Corporation
Shimla

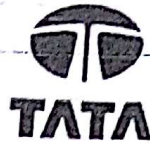


APPENDIX - H
Authorization letter to sign the Agreement



Commissioner
Municipal Corporation
Statford





Ref No: LOA/TCE/DOM/IBU/425/2016/AMRUT

To
The Commissioner,
Municipal Corporation Shimla,
Old Judicial Complex,
Near D.C Office, Shimla-171001

Date: 24-10-2016

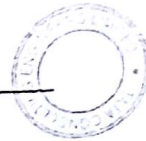
Project: Project Development and Management Consultancy for Atal Mission for Rejuvenation and Urban Transformation (AMRUT) for Shimla City.

Dear Sir,

I hereby authorize Mr. Ravi Bassi, Deputy General Manager – Business Development whose signature is appended below, to sign & execute the contract for the subject work on behalf of Tata Consulting Engineers Limited.

Specimen signature of Mr. Ravi Bassi:

Ravi Bassi



Thanking you,

Very truly yours,
TATA Consulting Engineers Limited

[Signature]

Amit Sharma
Managing Director



[Signature]
Commissioner
Municipal Corporation
Shimla

TATA CONSULTING ENGINEERS LIMITED

4th Floor Tower A 247 Park LBS Marg Vikhroli (West) Mumbai 400 083
Tel +91 22 6114 8181 Fax +91 22 6114 8282 email mail@tce.co.in website www.tce.co.in CIN U74210MH1999PLC123010
Registered Office Matulya Centre A 249 Senapati Bapat Marg Lower Parel (West) Mumbai 400 013

