<b>Request for Proposal (RFP</b>	Request f	or Pro	oosal (	RFP
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for

Selection of Independent Review & Monitoring Agencies for AMRUT 2.0 Projects in Andhra Pradesh

Published by: NIUA, 1st Floor, Core 4B, India Habitat Centre Lodhi Road, New Delhi- 110 003

Jan 2025

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The information contained in this Request for Proposal ("RFP") document or subsequently provided to bidders/s, whether verbally or in documentary form by or on behalf of the National Institute of Urban Affairs

(NIUA), or any of their representatives, employees or advisors (collectively referred to as "NIUA Representatives"), is provided to Bidder (s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.

This RFP Document is not a contract and is neither an offer nor an invitation by the MoHUA representatives nor the NIUA Representatives to any other party. The purpose of this RFP Document is to provide interested parties with information to assist the formulation of their Bids for Shortlisting ("BFS") pursuant to this RFP Document. This RFP Document includes statements, which reflect various assumptions and assessments arrived at by NIUA in relation to the Assignment. Such assumptions and statements, in this RFP Document do not purport to contain all the information that each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for NIUA Representatives to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. The assumptions, assessments, information, and statements contained in this RFP Document may not be accurate, adequate, and complete and each Bidder should conduct its own enquiries and analyses, and should check the accuracy, reliability and completeness of the assumptions, assessments, information, and statements in this RFP Document, and obtain independent advice from appropriate sources.

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The NIUA Representatives may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document or cancel this RFP process.

# **Fact Sheet**

Table 1: Fact Sheet (Schedule of events)

Sr. No.	Information	Details
1.	Name of the Purchaser	National Institute of Urban Affairs (NIUA)
2.	Place of availability of RFP Document	GeM Portal
3.	Place of submission of Responses	GeM Portal
4.	Location	1st and 2nd Floor, Core 4B, INDIA HABITAT
		CENTRE, Lodhi Road
		Institutional Area,
		Lodhi Colony, New Delhi, Delhi 110003
5.	E-mail Address to send Pre-bid Queries	to: urvers@niua.org
6.	Method of Selection	QCBS (70:30)
7.	Presentation	Only technically qualified agencies will be called
		for oral presentation/submission of presentation
8.	Performance Bank Guarantee (PBG)	5% of the total work value
9.	Submission of Hard copy of the following:	To be submitted at the following Address within
	a) PBG	10 days of acceptance of contract
		The Director
		National Institute of Urban Affairs (NIUA)
		1st Floor, Core 4B, India Habitat Centre,
		Lodhi Road, New Delhi, Delhi 110003
		<b>Note:</b> Please mention RFP no, Name of the
		project and Due date/time on the bid envelop

# Glossary Table 2: Definitions

Sr. No	Terms	Definition
1.	Agency	"Agency" means a legally established professional firm or an entity
		that may provide or provides the Services to the Client under the
		Contract.
2.	AMRUT 2.0	Atal Mission for Rejuvenation and Urban Transformation 2.0
3.	Appointing Agency	National Institute of Urban Affairs (NIUA)
4.	Authorized	The bidder's representative/ officer vested (explicitly, implicitly, or
	Signatory	through conduct) with the powers to commit the authorizing
		organization to a binding contract. Also called signing officer/
		authority having the Power of Attorney (PoA) from the competent
	D. I	authority.
5.	Bid	A consolidated document in response to the RFP which includes
		various necessary supporting documents and forms as given in
		Annexures, complete in all respect adhering to the instructions and
	Bidder	spirit of RFP.
6.	Blader	"Bidder" means any / LLP / company responding to the RFP and who has submitted the Bid.
7.	Contract	"The Contract" means the agreement entered between NIUA and the
/.	Contract	selected bidder(s).
8.	Day	"Day" means a working day as per Government of India (GOI).
0.	Дау	Day means a working day as per dovernment of mula (dof).
9.	QCBS	Quality and Cost Based Selection: A process where NIUA shall select
	QCB3	best qualified Agency for allocation of project
10.	RFP	"Request for Proposal" means the Proposal prepared by the Client
		for the selection of SDA, based on the Standard Procurement
		Document- RFP.
11.	Services	"Services" means the work to be performed by the Agency pursuant
		to the Contract. A service is the intangible equivalent of an economic
		good.
12.	Terms of Reference	"TOR" means the Terms of Reference that explains the objectives,
	(TORs)	scope of work, activities, and tasks to be performed, respective
		responsibilities of the Client and expected results and deliverables of
		the assignment.

# **Section 1: Introduction and Purpose**

#### 1.1 Project Profile & Background information

#### 1.1.1 About NIUA

The National Institute of Urban Affairs (NIUA) is India's leading national think tank on urban planning and development. As a hub for the generation and dissemination of cutting-edge research in the urban sector, NIUA seeks to provide innovative solutions to address the challenges of a fast-urbanising India, and pave the way for more inclusive and sustainable cities of the future. For more details, please refer to the link - <a href="https://niua.in/">https://niua.in/</a>

#### 1.1.2 Project Background

The Atal Mission for Rejuvenation and Urban Transformation (AMRUT) 2.0 scheme was launched on 01 October, 2021 in all ULBs/ cities, enabling the cities to become 'self-reliant' and 'water secure'. Providing universal coverage of sewerage & septage management in 500 AMRUT cities is one of the major focus areas of AMRUT 2.0. Rejuvenation of water bodies, development of green spaces and parks and Technology Sub-Mission to leverage latest technologies in the field of water are other components of the Mission. The total indicative outlay for AMRUT 2.0 is ₹2,99,000 crore including Central share of ₹76,760 crore for five years.

As of November 2024, a total of 8,998 projects worth ₹1,89,458.55 crore (including Operations & Maintenance cost) have been approved by Ministry of Housing and Urban Affairs (MoHUA). Funds for projects are released by MoHUA to the States/ Union Territories (UTs) and not to the Districts/ Urban Local Bodies (ULBs) directly. The States/ UTs further release funds to the ULBs/implementing agencies.

As reported by States/ UTs on the AMRUT 2.0 portal (as of 15.11.2024), contracts have been awarded for 4,916 projects worth ₹85,114.01 crore. 1198 projects which have been approved are at Detailed Project Reports (DPRs) stage and the States have been instructed to expedite the process. Rest of the projects are at various stages of implementation.

NIUA, on behalf of MoHUA, is seeking the services of specialist organizations to serve as Independent Review and Monitoring Agencies (IRMA), comprising of sector specialists to carry out a review of the projects under the Mission using a standard procedure established specifically for this purpose.

#### 1.2 Purpose of the RFP

The purpose of this RFP to select an agency to conduct a thorough review of the existing status of sanctioned/ongoing projects under the AMRUT 2.0 scheme in Andhra Pradesh. While project feasibility, including its necessity and viability, is assessed during the appraisal phase prior to approval, IRMA's role focuses on identifying challenges and constraints of specific projects during implementation and facilitating corrective actions as required.

#### **Section 2: Instruction to Bidders**

#### 2.1 Invitation to Bidders

Bids are invited from Agencies through a single stage Competitive Bidding procedure for the Selection of Independent Review & Monitoring Agencies for AMRUT 2.0 Projects in Andhra Pradesh. Interested bidders are required to participate in the RFP through online mode. The mode of evaluation is Quality and Cost based selection (QCBS). The selection process includes Pre-qualification, Technical qualification and financial evaluation of the proposals submitted by the bidders. The overall scope of the project for the review is given in the scope of work section.

- 2.1.1 The bid document can be downloaded from the following website: <a href="https://gem.gov.in/">https://gem.gov.in/</a>
- 2.1.2 Interested agencies are advised to study the RFP document carefully. Submission of response to the RFP shall be deemed to have been done after careful study and examination of this RFP document with full understanding of its implications.
- 2.1.3 The Bidders are required to submit the response along with all the necessary documents as per specified formats given in annexures of the RFP document. The same shall be referred by Tender Evaluation Committee (TEC) for the purpose of Evaluation.
- 2.1.4 The bidders shall be free to seek clarifications and make suggestions for consideration by NIUA. NIUA shall provide clarifications and sought further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive process.
- 2.1.5 Only online queries received on or before the date mentioned in the portal will be considered.
- 2.1.6 The response to the queries, if any, raised by the bidders by the last date/time of submission of queries for clarification on the RFP document (which are accepted by NIUA), shall be communicated to the email address of the bidders and may also be published on the website: <a href="https://gem.gov.in/">https://gem.gov.in/</a>
  - Please note that that NIUA may or may not provide response to all the queries raised.

# 2.2 Pre-Bid Queries & Clarifications

#### 2.2.1 Pre-bid

- a) The Bidders shall have to ensure that their queries should reach at to: <a href="mailto:urvers@niua.org">urvers@niua.org</a> by email as per date given on Fact Sheet
- c) Queries/Clarifications need to be submitted by the bidder, in the Format given in Annexure III Format for Pre-Bid Queries.
- 2.2.2 Responses to Pre-Bid Queries and Issue of Corrigendum
  - a) The Nodal Officer notified by the NIUA will endeavour to provide timely response to all queries. However, NIUA makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Purchaser undertake to answer all the queries that have been posed by the Bidders.
  - b) At any time prior to the last date for receipt of bids, NIUA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.

- c) The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the GeM.
- d) Any such corrigendum shall be deemed to be incorporated into this RFP.
- e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the NIUA may, at its discretion, extend the last date for the receipt of Proposals.

# 2.3 Preparation and submission of bids

- 2.3.1 Soft copy of the bid containing the documents pertaining to the pre-qualification criteria, technical criteria and financial bid shall be submitted
- 2.3.2 Each copy of the bid shall be a complete document with Index & page numbering and signed by authorized representative of bidder.
- 2.3.3 Bidder shall consider any corrigendum or addendum published by NIUA before submitting their bid.
- 2.3.4 The bidder shall bear all costs associated with the preparation and submission of Bid. NIUA shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.5 The bidder is expected to examine all sections of the bid document carefully. Failure to furnish any required information or submission of a bid not substantially responsive to the RFP in every respect shall be at the bidder's risk and may result in rejection of the bid.
- 2.3.6 The Bid and all related correspondence and documents shall be furnished in English language. Documents enclosed with the Bids may be in any other language provided that these are accompanied by appropriate translation in the English language. Supporting material, which are not translated into English, will not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- 2.3.7 It shall be deemed that by submitting the Bid, the agency agrees and releases NIUA, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 2.3.8 All documents and other information supplied by NIUA or submitted by a Prospective Bidder shall remain or become the property of NIUA. NIUA shall not return any submissions made hereunder. Agencies are required to treat all such documents and information as strictly confidential.
- 2.3.9 Financial Proposal is required to be submitted as per Format given at the Annexure VII. The Financial Bids of only the technically qualified bidders will be opened on the prescribed date. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- 2.3.10 The bid price will include all the taxes & levies and shall be in Indian Rupees.
- 2.3.11 Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, only the total price/cost as quoted in the table in the Financial Proposal Format shall prevail. If there is a discrepancy between words and figures, the amount in words will prevail"

- 2.3.12 Bid Due Date: The Bid must be submitted no later than the due date mentioned in the portal, or any extension to this deadline. NIUA may, in exceptional circumstances, and at its sole discretion, extend the Bid Due Date by issuing an Addendum/Corrigendum.
- 2.3.13 Preparation of Bid: The bid will be submitted as per following:
- 2.3.14 **Pre-Qualification Criteria**: Bidder shall submit documentary evidence as per Prequalification criteria
- 2.3.15 **Technical Qualification Criteria**: Bidder shall submit documentary evidence as per technical qualification criteria
- 2.3.16 **Financial Bid:** The financial bid shall be submitted as per annexure VII.

#### **Section 3: Bid Evaluation**

#### 3.1 Opening of Bid(s)

NIUA Tender evaluation committee shall conduct the opening of the Bid after the submission deadline.

#### 3.2 Examination of Bids

- 3.2.1 The Bids, received, shall be examined, and evaluated in accordance with the criteria set out in this RFP
- 3.2.2 NIUA reserves the right to reject any bid, if:
- 3.2.2.1 At any time, a material misrepresentation is made or discovered; or
- 3.2.2.2 The Bidder does not respond promptly and diligently to requests for providing supplementary information (supporting documents/documentary evidence) required for the evaluation of the Bid.
- 3.2.2.3 It's a conditional bid.
- 3.2.2.4 A firm quotes NIL charges
- 3.2.2.5 The bidder does not provide clarifications sought within the prescribed time. In case the Bid is not rejected, NIUA may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be debarred from subsequently questioning such interpretation.
- 3.2.2.6 The bid validity given in the received bid is lesser than the period specified
- 3.2.2.7 The bidder fails to comply with the requirements of this paragraph. The Bidders must:
- Include all documentation specified in this RFP.
- Follow the format of this RFP and respond to each element in the order as set out in this RFP
- Comply with all requirements as set out within this RFP.
- 3.2.2.8 The bid is submitted after the due date. NIUA shall not be responsible for any delay in the online submission of the proposal.

Based on any or all points mentioned above, the Tender Evaluation Committee reserves the right to reject any or all proposals based on any deviations.

- 3.2.3 To facilitate evaluation of Bids, NIUA, at its sole discretion, may seek clarifications in writing from any Bidder regarding its Bid. Such clarifications shall be provided within the time specified by NIUA for this purpose. Any request for clarifications and all clarifications shall be in writing.
- 3.2.4 NIUA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- 3.2.4.1 Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto; Consult with any participating agency in order to receive clarification or further information.
- 3.2.4.2 Retain any information and/or evidence submitted to NIUA- by, on behalf of and/or

in relation to any participating agency; and/or

3.2.4.3 Independently verify, disqualify, reject and/or accept all submissions or other information and/or evidence submitted by or on behalf of any participating agency.

#### 3.3 Bid Validity

The tenders shall be valid for a period of "180 days", from the date of opening of tenders. The Successful Bidders should extend the price validity till the completion of the order or as requested by the NIUA.

# 3.4 Bid Qualification

This section provides the eligibility and evaluation criteria for the RFP Selection of Independent Review & Monitoring Agencies for AMRUT 2.0 Projects in Andhra Pradesh

# 3.5 Pre-Qualification Criteria

The Bidder shall submit following documents as soft copy on the **GeM portal.** 

#	Basic	Specific Requirements	Documents Required
11	Requirement	specific Requirements	Bocuments Required
1	Legal Entity	Company registered under Companies Act, 1956/2013 Or a partnership firm registered	Certificates of Incorporation/ Registration as applicable
		under LLP Act, 2008	
2	Annual Turnover from assessment projects and/or projects of similar nature as prescribed in	The Bidder should have an average annual turnover of INR Cr 1 crore (Rupees One Crore) from the past three Consecutive financial years (i.e. FY 2021-22 FY 2022-2023 and 2023-2024) from their Indian Operations in assessment projects	CA / Statutory Auditor Certificate as per Annexure-IX
3	Net Worth	The bidder should have positive net-worth at the time of bidding.	Financial Capability Statement in prescribed format (Annexure-IX)
4	Technical Capability	Planning, implementation and monitoring & evaluation in the areas of water supply, sewerage/public health engineering, in India in past 5 years preceding the proposal submission date.	Completion Certificates from the client; OR Work Order; OR Work Order + Phase Completion (Min-60%) Certificate from the statutory auditor for ongoing projects OR Copy of Work Order signed & stamped by the Client  (Kindly note that any of the above documents submitted must be sufficient to certify hidder's
			sufficient to certify bidder's experience, must be authentic and must also contain all the material

#	Basic Requirement	Specific Requirements	Documents Required
			information as required in (Annexure-V)
			(Annexure-v)
5	PAN, IT	The bidder shall have PAN,	i. Copy of PAN/ Income Tax
	Registration and	valid income tax registration	Registration certificate.
	GST Certificate	certificate and valid GST	ii. Copy of GST registration
		registration certificate.	certificate.
6	Debarment /	The bidder should not be	Undertaking of the authorized
	undergone	debarred, suspended, or	signatory (Annexure–X)
	arbitration	declared ineligible by any	
		Government entity in India as	
		on date of bidding.	

# 3.6 Technical Evaluation Criteria

SN	Criterion	Max.	<b>Supporting Document</b>	Min
		Marks		Marks
A	Financial Capability:	10	Certificate from Auditors/	7
	annual turnover of INR Cr 1 crore (Rupees		CA firm/ Audited Financial	
	Eight Crores) from the past three		Statements (Profit & Loss	
	Consecutive financial years (i.e. FY 2021-22		Statement) to be	
	FY 2022-2023 and 2023-2024) from their		submitted.	
	Indian Operations in assessment projects			
	a. Average Turnover ≥ 10 crore: 10 marks			
	b. Average Turnover between 1 to 10 Cr: 07			
	marks			
В	Technical Capability			
B1	Past experience in planning,	30	Completion Certificates	20
	implementation and monitoring &		from the client; OR Work	
	evaluation of urban infrastructure projects,		Order + Self Certificate of	
	in the areas of water supply,		Completion (Certified by	
	sewerage/public health engineering or		the Statutory Auditor); OR	
	related fields in India in past 10 years		Work Order + Phase	
	preceding the proposal submission date.		Completion Certificate (for	
	Marking Criteria		ongoing projects) from the	
	3 or more projects: 30 Marks		client	
	2 Projects: 20 Marks			
	1 Project: 10 Marks			
C	Team CVs/Credential:	30	Please provide detailed as	20
	Proposed team strength to handle this		per <b>Annexure- VI</b>	
	assignment and their CVs to showcase their			
	ability to handle a large volume of work in			
	an effective and timely manner.			
	Team Leader (10 marks)			

SN	Criterion	Max. Marks	Supporting Document	Min Marks
	Technical Experts (5 positions) (4 marks each)	7 1017 125		
D	Approach & methodology (Presentation) The bidder shall submit detailed approach and methodology including the following:  • Understanding of the project and requirements (8 Marks)  • Project Implementation Plan with Milestones defined (7 Marks)  • Overall approach and methodology (8 Marks)  • Personnel Deployment plan (7 Marks)	30	To be attached	23
	Total Marks	100		70

# The minimum score for technical qualification is 70

# 3.7 Stages of Evaluation

#### 3.7.1 Stage 1: Pre-qualification Evaluation

- 3.7.1.1 The bidder shall require submitting all document mentioned as part of the mandatory qualification criteria as mentioned in the section 3.5
- 3.7.1.2 In absence of mandatory document/s as mentioned above, the bid is liable for rejection.
- 3.7.1.3 Post evaluation of the mandatory documents the bid shall be evaluated for Prequalification criteria.

#### 3.7.2 Stage 2: Technical Evaluation

- 3.7.2.1 The "Technical bid" will be evaluated only for the Bidders who succeed in Stage 1.
- 3.7.2.2 NIUA Tender Evaluation Committee will review the technical bids of the short-listed bidders to determine whether they are substantially responsive.
- 3.7.2.3 Bids that are not substantially responsive are liable to be disqualified at NIUA's discretion.
- 3.7.2.4 The bidders' technical solutions proposed in the bid document shall be evaluated as per the requirements and technical evaluation framework mentioned in the RFP.
- 3.7.2.5 Each Technical Bid will be assigned a technical score out of a maximum of 100 marks.
- 3.7.2.6 The technical quality of the proposal shall be weighted at 70%. The evaluation of the technical qualification will follow the procedure outlined in the below table.
- 3.7.2.7 The technical proposal will be evaluated based on firm's / agency's experiences, their understanding, proposed methodology, work plan and experience.
- 3.7.2.8 The financial proposal will be opened for only those bidders who meet the minimum qualifying score of 70% in the evaluation of the technical proposal.
- 3.7.2.9 The financial proposals of the technically qualified bidders will be opened publicly on a specific date as intimated by NIUA in advance to the qualified bidders.
- 3.7.2.10 Financial Evaluation will be done as per Stage-3 of the Selection Process, as mentioned

below. Financial Proposals will be reviewed to ensure that the information given is correct and complete; to verify if all items of the corresponding Technical Proposal are priced.

# 3.7.3 Stage-3: Financial Evaluation and Shortlisting of bidder

- 3.7.3.1 All the technically qualified Bidders will be notified to participate in the Financial Proposal opening.
- 3.7.3.2 Financial Proposal that are not as per the format (as per annexure VII) provided in the RFP shall be liable for rejection.
- 3.7.3.3 If there is any discrepancy in the Financial Proposal, it will be dealt as per the following:
- If, in the Financial Proposal submitted for the proposed services, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), only the total price/cost as quoted in the table in the Financial Proposal Format shall prevail.
- If there is a discrepancy between words and figures, the amount in words shall prevail.
- 3.7.3.4. The Method of selection will be on Quality (70%) and Cost (30%) Based Selection (QCBS) 70:30
- 3.7.3.5. The Financial Proposal of only those Agencies who qualify technically (Minimum Qualifying Marks: 70%) will be opened. The proposal with the lowest cost will be given a financial score of 100 and the other proposals are given financial score that are inversely proportionate to their prices. The financial proposal shall be allocated weight of 30%. For working out the combined score, the NIUA will use the following formula:

Total score =  $0.7 \times TS + 0.3 \times FS$ Where FS = {(LEC / EC)  $\times TS + 0.3 \times TS$ 

\*TS stands for technical score

\*EC stands for Evaluated Cost of the financial proposal \*LEC stands for Lowest Evaluated Cost of the financial proposal.

\*FS stands for financial score of the financial proposal, scores will be rounded up to two decimal places.

3.7.3.6 The proposals will be ranked in terms of total scores of each applicant. The proposal with the highest total score will be considered for award of contract and will be called for negotiations, if required. In case more than 1 bidders have the same highest total score, the bidder with the highest technical score will be considered for award of contract.

As an example, the following procedure shall be followed. In a particular case of selection, minimum qualifying marks for technical qualifications is 75 and the weightage of the technical bids and financial bids is 70:30. In response to the RFP, 3 proposals, A, B & C were received. The technical evaluation committee after evaluation awarded them 75, 80 and 90 marks respectively out of 100. The minimum qualifying marks were 75. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants.

The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Bidder	Technical score (TS)	Bid Amount (EC)	Financial Score (FS) (LEC /EC)*100	Total score (0.7x TS+ 0.3 x FS)
A	75	Rs.120	100 / 120 = 83.33	75x0.70 + 83.33x0.30 = 77.49 H3
В	80	Rs.100= LEC	100/100 = 100.00	80x0.70 + 100x0.30 = 86 H2
С	90	Rs.110	100 /110 = 90.91	90x0.70 + 90.91x0.30 = 90.27 H1

Bidder C, therefore, would be declared as winner and recommended for approval, by the Tender Evaluation Committee.

Please note: If the rates quoted by the agency are found to be frivolously low or include NIL charges for any essential component of the project, i.e., significantly lower than market standards and insufficient to meet the requirements and deliverables outlined in this RFP, the Procuring Authority reserves the right to reject the quotation. Such rates or NIL charges may indicate a lack of understanding of the project scope, compromise on quality, or unsustainable execution. The decision to reject such quotations will be made in accordance with MeitY guidelines and relevant procurement regulations, ensuring fair competition and adherence to quality standards.

#### 3.8 Award of Contract

The Client will notify the successful bidder. The successful bidder will be asked to sign the Contract within 10 days of the notification. No variation in or modification of the terms of the Contract shall be made. The selected firm will have to sign the Contract in non-judicial stamp paper of adequate denomination with NIUA.

# **Section: 4 Terms of Reference**

#### 4.1 Background

The Atal Mission for Rejuvenation and Urban Transformation (AMRUT) 2.0, launched on October 1, 2021, aims to make cities self-reliant and water-secure by focusing on universal sewerage and septage coverage in 500 cities, rejuvenation of water bodies, development of green spaces, and leveraging technology through a dedicated sub-mission. With a total outlay of ₹2,99,000 crore, including a ₹76,760 crore central share over five years, the Mission has approved 8,998 projects worth ₹1,89,458.55 crore as of November 2024. Contracts worth ₹85,114.01 crore have been awarded for 4,916 projects, while 1,198 projects are at the DPR stage, with the remaining under various stages of implementation. NIUA, on behalf of MoHUA, seeks specialist organizations to serve as Independent Review and Monitoring Agencies (IRMA) for reviewing projects under a standardized procedure.

#### 4.2 Objective of the Assignment

The objective of the assignment is for the selected agencies to conduct a thorough review of the existing status of sanctioned/ongoing projects under the AMRUT 2.0 scheme in Andhra Pradesh.

While project feasibility, including its necessity and viability, is assessed during the appraisal phase prior to approval, IRMA's role focuses on identifying challenges and constraints of specific projects during implementation and facilitating corrective actions as required. These projects may be at any stage of the development cycle, which includes pre-construction, construction, and post-construction phases.

The projects fall under 4 major typologies:

- A. Water Supply
- B. Sewerage and Septage Management
- C. Parks and Green Space Development
- D. Water Body Rejuvenation

In Andhra Pradesh, **103 ULBs** with **250 projects** within them have to be reviewed.

(For a detailed list of ULBs and projects, refer to **Annexure 1**)

# 4.3 Scope of work

The IRMAs appointed under this assignment shall carry out the following tasks for the States they have been selected for:

- Liaise with the State Coordinator to secure a confirmed list of projects that need to be reviewed in each ULB of the State.
- Conduct one site visit to each ULB where a review is required (based on direction provided by NIUA).
- Carry out the review in the concerned ULBs using the Standard template/form already developed under AMRUT 2.0. A sample format for water supply projects is given in Annexure 2; A similar template is to be followed for Sewerage and Septage Management, Parks and Green Space Development, Water Body Rejuvenation Projects
- Input the data and information collected as part of the review on the online portal developed by AMRUT 2.0.
- Submit a review report of the site visits to NIUA that includes the filled-up template, photographs of the project sites, and a summary of discussions/talks with key stakeholders for necessary actions as per requirements on the AMRUT 2.0 online platform

#### 4.4 Terms and conditions

- An agency appointed as the IRMA for a State shall cover all the ULBs in the State.
- A bidder shall not be hired for any Assignment/job that, by its nature, may be in conflict with another Assignment/job of the Bidder to be executed for the same or for another employer. For example any involvement in project implementation under AMRUT, like DPR preparation, functioning as Project Development and Management Consultants in any State/UT under the Mission will amount to conflict of interest for this assignment in that State/UT. However, engagement for the Capacity Building activities, reform implementation activities and any other

- academic, policy support or similar engagements with States, City or their organs will not amount to conflict of interest for the purpose of this assignment.
- The selected agencies are expected to commence their services not later than 15 days from award of the contract or as per the agreed work plan.

### 4.5 Duration of the engagement

• Agencies are expected to complete the review for all projects in Andhra Pradesh assigned to them within a period of 2 months, in consultation with NIUA

### 4.6 Working Arrangements

- The working arrangement shall be in the form of a standard contract between NIUA and the selected agency
- NIUA will monitor the visits of field experts, review the reports submitted by field experts and action taken by the States thereon
- The Team Leader of the selected agency will directly report to NIUA and have frequent interactions with the ULBs/States/other agencies as needed

### Section 5: Team Composition & Qualification Requirements

- The agency shall propose a team comprising one Team Leader and 5 Technical Experts possessing the qualifications and experience most appropriate to the scope of work and adhering to the state-specific timelines outlined in this document.
- At the time of submission of bids, the bidders will also ensure that the proposed key professionals are not engaged by any firm in works related to IRMA under AMRUT 2.0 in any States/UTs for which IRMA has already been selected/appointed. In such event, the technical bid submitted by the bidder will be rejected.
- If the consultant feels the need to deploy more personnel than proposed in the Technical Proposal, to meet the timelines as specified by the employer in respect of any deliverables, he will deploy personnel of similar or higher qualification and experience.

The key Personnel required for this assignment shall have qualifications and experience as follows:

Positions	Educational Qualification	Experience
Team Leader cum Monitoring and Evaluation Specialist (1 position)	Post Graduate in Civil Engineering/Water Resources Engineering/ Public Health Engineering/ Mechanical Engineering.	<ul> <li>Experience of minimum 10 years as Team Leader/ Deputy Team Leader in urban infrastructure projects in the sectors of Public health engineering/ water resources engineering/ Civil Infrastructure.</li> <li>Desirable:         <ul> <li>Experience in formulating and maintaining databases for project development, quality and quantity aspects and implementation.</li> <li>Experience in Evaluation of infrastructure/flagship programmes of GoI/externally aided projects/mission mode projects.</li> <li>Experience in financial analysis of projects and programmes.</li> <li>Experience in evaluation of design drawings</li> </ul> </li> </ul>
Technical Experts (5 positions)	Graduate in Civil Engineering/ Water Resources Engineering / Mechanical Engineering / Public Health Engineering.	Essential Experience of minimum 5 years of implementation/ monitoring/ project management in the sectors of public health engineering and water supply  Desirable:  Experience in financial analysis of infrastructure projects and  Experience in evaluation of design drawings  Experience in Monitoring and evaluation of Service Level Benchmarks for Urban Projects will be an advantage

# Section-6 Payment Schedule, deliverables and timelines

The Agency shall submit the deliverables as per the timelines mentioned in the following table, payments will be released by NIUA on monthly basis based on submission of the workplan by Agency:

# Month 1

No	Milestone	Timeline (in months)	Payment
I.	Onboarding of Agency + Submission of monthly workplan	T0 + 15 days	25% of the amount as per monthly workplan
II.	Submission of invoice as per activities completed in month 1	T0 + 30 Days	45% of the funds after adjusting advance already paid for that month
III.	Submission of report regarding completion of all exercises of IRMA for the month	T0 + 35 Days	Balance 30% of the amount

#### Month 2

No	Milestone	Timeline (in months)	Payment
I.	Onboarding of Agency + Submission of monthly workplan	T0 + 15 days	25% of the amount as per monthly workplan
II.	Submission of invoice as per activities completed in month 1	T0 + 30 Days	45% of the funds after adjusting advance already paid for that month
III.	Submission of report regarding completion of all exercises of IRMA for the month	T0 + 35 Days	Balance 30% of the amount

#### Section-7 General terms of the contract

#### 7.1 General Provisions

#### 7.1.1 Definitions

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

- 7.1.1.1 "Agency" means any firm that will provide the Services to the Authority ("the Client") under the Contract
- 7.1.1.2 "Contract" means the Contract signed by the Parties and all the attached documents, if any
- 7.1.1.3 "Government" means the Government of the Client's country/state
- 7.1.1.4 "Party" means the Client or the Bidder, as the case may be, and "Parties" means both of them.

# 7.1.2 Law Governing Contract

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

### 7.1.3 Language

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

# 7.1.4 Notices

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

# 7.1.5 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 Advisor may be taken or executed by the officials specified in the Contract.

# 7.1.6 Taxes and duties

TDS shall be deducted and deposited by the Authority. The Professional Fee agreed as part of this contract shall be inclusive of statutory taxes, duties, cess and levies in India during the contractual period except GST which will be paid extra by Authority at the rate applicable on the date of invoicing.

# 7.1.7 Limitation of Liability

The Contract will require that the aggregate liability of the Selected Agency under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Selected Agency hereunder. The preceding

limitation shall not apply to liability arising as a result of the Selected Agency's fraud in performance of the services hereunder.

The Client shall not recover from the Selected Agency, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.

## 7.2 Commencement, Completion, Modification and Termination of Contract

#### 7.2.1 Effectiveness of Contract

This Contract shall come into effect from the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

#### 7.2.2 Commencement of Services

The Software Development Agency shall begin carrying out the Services not later than 15 days after the Effective Date specified in the RFP or the Contract.

#### 7.2.3 Expiration of Contract

This contract shall expire at the end of such time period as mentioned in deliverables and timeline in the RFP

#### 7.2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

#### 7.2.5 Force Majeure

#### **7.2.5.1 Definition**

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

# 7.2.5.2 **No Breach of Contract**

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default, under this Contract in so far 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 in order to carry out the terms and conditions of this Contract, and has informed the other Party as soon as possible about the occurrence of such an event.

## 7.2.5.3 Extension of Time

Extension of time is not permitted. If there is a genuine reason, it may be extended by up to 10 days, but prior approval from NIUA is required.

### **7.2.5.4 Payments**

During the period of inability to perform the Services as a result of an event of Force

Majeure, the Agency shall be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

#### 7.2.5.5 Termination

NIUA reserves the right to terminate the contract by giving one month's advance notice to the Agency without assigning any reason. Further, if during the validity period of the contract, the services of the Agency are not found to be satisfactory, NIUA may, at any time, terminate the agreement by giving a notice of one month and also make deductions for such unsatisfactory service, as per the agreement, including the cost incurred by it for getting the work done from any other party, from the bills of the Agency or from the performance bank guarantee, without prejudice to other remedies available to NIUA

# 7.2.5.6 Performance Security and Financial Submission

In case of successful bidder, the PBG will require to be submitted @ 5% of the work value, within 10 days of the notification of award. The successful bidder shall furnish performance Guarantee in favour of National Institute of Urban Affairs issued by a Nationalized Bank only located in India, as per format given in Annexure VIII valid up to 90 days after the date of completion of the contract. This Performance Bank Guarantee shall be retained throughout the tenure of the contract and extended by the successful bidder from time to time as required by NIUA. The Performance Security will be discharged by NIUA and returned to the Bidder not later than 60 days following the date of completion of the Bidder's performance obligations. In the event of any contract amendment, the Bidder shall, within 1 week of receipt of such an amendment furnish the amendment to Bank Guarantee, rendering the same valid for duration of the contract as amended and for further period of 60 days thereafter.

# 7.2.5.7 Confidentiality

Except with the prior written consent of the Client, the Agency 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 Agency and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it:

- 7.2.5.8 is or becomes public other than through a breach of this Agreement,
- 7.2.5.9 is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,
- 7.2.5.10 was known to the receiving party at the time of disclosure or is thereafter created independently,
- 7.2.5.11 is disclosed as necessary to enforce the receiving party's rights under this Agreement, or
- 7.2.5.12 must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 2 years from the date of termination of this Agreement.

# 7.3 Payments to the Agency

Payments will be made to the account of the Agency and according to the payment schedule stated in the Contract. The Professional Fee shall be inclusive of statutory taxes, duties, cess and levies in India during the contractual period except GST which will be paid extra by Authority at the rate applicable on the date of invoicing. Unless otherwise set forth in the Contract, payment is due within thirty days following receipt of each invoice.

# 7.4 Good Faith and Indemnity

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

- 7.5.1 **Internal Dispute Committee (IDC):**In the event of any disputes arising out of or relating to this Agreement, the parties agree to submit the matter to an Internal Dispute Committee (IDC) for resolution. The IDC shall consist of an odd number of members, either 3 or 5, appointed by each party. Each party shall appoint 1 or 2 members to the IDC, and a common interest person, mutually agreed upon by both parties, will act as the chairman of the committee. The IDC shall convene within 14 days from the date of notification of the dispute. The decision of the IDC shall be final and binding on both parties.
- **1(a).** The Internal Dispute Committee (IDC) will be established if a dispute arises under this contract. This clause specifies that the committee shall convene within 14 days from the date of notification of the dispute. This means that once either party notifies the other about a dispute, the IDC is required to be formed and meet within this two-week timeframe to address and resolve the issue. This structure ensures that both parties have representation in the dispute resolution process while also providing a neutral chairman to facilitate discussions and decision-making
- **7.5.2 Arbitration:** In the event that Parties fail to settle the dispute amicably, the same shall be settled by binding Arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act, 1996. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Delhi. The language of arbitration shall be English. The Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.
- **7.5.3 Jurisdiction:** Any dispute relating to this Contract, or the Services shall be subject to the exclusive jurisdiction of the Delhi, to which both the parties agree to submit for these purposes.
- 7.5.4 Any dispute arising in relation to this Contract shall be subjected to Jurisdiction of Delhi. 7.5.5 The Court shall have exclusive jurisdiction to settle dispute arising under this agreement.

7.6 Fraud and Corrupt Practices: The Agency and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this E-Bid, the Authority shall reject a Bid without being liable in any manner whatsoever to the Agency, if it determines that the Agency has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Processing Fee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter-alia, time, cost and effort of the Authority, in regard to the E-BID, including consideration and evaluation of such Agency's Proposal.

#### 7.7 Indemnity and Liability

To the fullest extent permitted by applicable law and professional regulations, both the parties indemnify each other and their associates and employees against all claims by third parties (including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the parties as part of the regular interactions or for project/s purposes.

# 7.8 Confidentiality

- 7.8.1 Information relating to the examination, clarification, evaluation, and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the Empanelment Process. NIUA shall treat all information submitted as part of the Bid in confidence and shall require all those who have access to such material to treat the same in confidence.
- 7.8.2 NIUA shall not divulge any such information unless it is ordered to do so by any authority pursuant to applicable law or order of a competent court or tribunal, which requires its disclosure.

#### 7.9 Conflict of Interest

NIUA requires that the Agency provide professional, objective, and impartial advice and at all times hold paramount the interests of NIUA and/or the city/State for which services are provided, strictly avoid conflicts with other assignments for its own interests, and act without any consideration for future work. The Agency shall not accept or engage in any assignment that shall be in conflict with, or that may place it in a position of not being able to carry out the assignment for which it has been engaged.

#### 7.10 Payment Terms

- 7.10.1 The Payment shall be made by NIUA within 60 days of submission and acceptance of the Invoice, along with required supporting documents.
- 7.10.2 The agency shall submit the invoice along with work completion certificate. The work completion certificate shall be provided by NIUA After successful delivery of assigned task.
- 7.10.3 The GST shall be paid, extra, as applicable. TDS shall be deducted at source, as per rules.
- 7.10.4 All payments against invoice shall be made in INR through RTGS to the account of the concerned agency against the pre-receipted invoices submitted in triplicate, complete in all respects. A cancelled blank cheque leaf shall be provided by the agency along with the invoice.

# 7.11 Penalty / Liquidated Damages

If any act or failure by the Agency under the agreement results in failure to submit the necessary deliverables:

- 7.11.1 Delay on part of the Bidder for reasons solely attributable to the bidder in the performance of its delivery obligations as is directly attributable to them unless an extension of time is agreed upon. NIUA reserves the right either to cancel the order or is liable to impose the penalty (LD) to the Agency @ 0.5% plus GST of the order value for each week or part thereof subject to maximum of 10% plus GST of the order value, as deemed reasonable as Penalty / Liquidated Damage for delay and non-performance.
- 7.11.2 NIUA shall implement all penalty clauses after giving due notice to the Agency.

Annexure I: Detailed List of ULBs and Projects for IRMA Review

ANDHRA PRADESH
Number of ULBs: 103
Number of Projects: 250

ULB	Total Projects
ADDANKI	2
ADONI	2
AKIVEEDU	1
ALLAGADDA	1
AMADALAVALASA	2
AMALAPURAM	1
ANANTAPUR	2
BADVEL	1
BAPATLA	1
BETHAMCHARLA	2
BOBBILI	2
BUCHIREDDYPALEM	2
CHILAKALURIPET	7
CHIMAKURTHY	1
CHINTALAPUDI	1
CHIRALA	1
CHITTOOR	2
DACHEPALLI	2
DARSI	1
DHARMAVARAM	2
DHONE	1
ELURU	3
GIDDALURU	2
GOLLAPROLU	2
GOOTY	2
GUDIVADA	3
GUNTAKAL	3
GUNTUR	5
GURAJALA	2
GVMC	35
VISAKHAPATNAM	_
HINDUPUR ICHCHAPURAM	5
	2
JAGGAIAHPET JAMMALAMADUGU	1
JAMMALAMADOGO JANGAREDDYGUDEM	
,	<u>2</u> 5
KADAPA	5

ULB	Total Projects
KADIRI	3
KANDUKUR	1
KANIGIRI	2
KAVALI	1
KONDAPALLI	1
KOVVUR	1
KUPPAM	1
KURNOOL	2
MACHERLA	1
MACHILIPATNAM	3
MADANAPALLE	3
MANDAPETA	2
MANGALAGIRI TADEPALLI MUNICIPAL CORPORATION	2
MARKAPUR	2
MUMMIDIVARAM	2
MYDUKUR	1
NAIDUPET	2
NANDIGAMA	1
NANDYAL	2
NARASAPUR	1
NARASARAOPET	2
NARSIPATNAM	2
NELLIMARLA	2
NELLORE	2
NIDADAVOLE	2
NUZIVID	1
ONGOLE	6
PALACOLE	1
PALAKONDA	2
PALASA KASIBUGGA	2
PARVATHIPURAM	2
PEDDAPURAM	3
PENUKONDA	1
PIDUGURALLA	2
PITHAPURAM	1

ULB	Total Projects
PODILI	1
PULIVENDULA	1
PUNGANUR	2
PUTTAPARTHI	1
PUTTUR	1
RAJAHMUNDRY	5
RAJAM	2
RAMACHANDRAPURAM	2
RAYACHOTY	1
RAYADURG	1
REPALLE	1
SALUR	2
SAMALKOT	2
SATTENAPALLI	1
SRIKAKULAM	4
SRIKALAHASTI	3

ULB	Total Projects
SULLURPET	2
TADEPALLIGUDEM	2
TADIPATRI	2
TANUKU	2
TENALI	3
TIRUVURU	2
VENKATAGIRI	4
VIJAYAWADA	5
VINUKONDA	2
VIZIANAGARAM	8
VUYYURU	1
YELAMANCHILI	1
YEMMIGANUR	2
YERRAGUNTLA	1
YSR TADIGADAPA	3

# Annexure II: Sample Format for Water Supply Projects under AMRUT 2.0

#### A. Pre-Construction

#### **Project Component**

## Water Source Augmentation:

- Source Augmentation involves
- Approved Quantity of water to be supplied (MLD)
- DPR Proposed Quantity of water to be supplied (MLD)
- Approved quantity in-line with DPR?
- Reason for Gap in Approved Vs DPR Proposed Quantity
- Is the source perennial in nature?
- Name of the Source
- Type of the Source
- Is the source outside the town?
- Distance of the source from town (KM)
- Avg. Water Supply Duration (in Hours)
- Avg. LPCD, Existing, Planned
- DPR Proposed
- Pipeline Diameter (mm), Pipeline Material, Pipeline Length (m), Pipeline Diameter (mm), Pipeline Material, Pipeline Length (m)

#### Water Treatment Plant:

- WTP Involves
- Location of WTP, Latitude, Longitude
- Existing capacity of WTP (MLD)
- Approved WTP capacity to be added/augmented (MLD)
- DPR Proposed WTP capacity to be added/augmented (MLD)
- Approved WTP capacity in line with DPR?
- Reason for Gap in Approved Vs DPR Proposed Quantity
- · Water Quality standards compliant with
- Proposed Pumping Hours
- Monitoring Technology Proposed
- SCADA element present
- Treatment Technology Proposed
- Renewable energy sources incorporated in design of WTP?
- Proposed Renewable energy source
- Other(Mention Energy Source)
- Pre Settlement Tank Design Proposed?
- Is there provision of In-House Testing Lab?

# Storage:

- Storage Involves
- Approved Storage capacity to be newly built (MLD)
- DPR Proposed Storage capacity to be newly built (MLD)
- Approved Storage capacity to be added(MLD)
- DPR Proposed Storage capacity to be added (MLD)
- Approved Storage capacity in line with DPR?
- Reason for Gap in Approved Vs DPR Proposed Quantity
- Storage Type
- Staging Depth (in meters)

- Staging Height (in meters)
- Capacity (in MLD)
- Monitoring manual/automated?

#### Transmission Network:

- Approved Transmission Network to be laid (KM)
- DPR Proposed Transmission Network to be laid (KM)
- Proposed Pipeline diameter (meters)
- Pipeline Alignment
- Provision of bulk meters
- Is there provision of smart elements i.e. Meters, Sensors to detect leakage or measure quantity
- DPR Proposed, Tender Proposed
- Pipeline Diameter (mm) , Pipeline Material, Pipeline Length (m), Pipeline Diameter (mm),
   Pipeline Material, Pipeline Length (m)

#### **Pumping Station:**

- Approved Pumping Stations (No.)
- DPR Proposed Pumping Stations (No.)
- Approved Length of Pumping Mains (KM)
- DPR Proposed Length of Pumping Mains (KM)
- DPR Proposed Pumping hours
- Flow rate of pumping Equipment (m3/hr)
- Power Rating of pumping Equipment (kW)
- Automation Proposed in Monitoring
- Proposed capacity of Pumping Equipment (HP)
- Pumping Equipment Performance (%)
- Any renewable energy source proposed to be incorporated/tapped from Pumping Station
- Proposed Energy Source
- Other(Energy Source)
- DPR Proposed, Tender Proposed
- Pipeline Diameter (mm), Pipeline Material, Pipeline Length (m), Pipeline Diameter (mm), Pipeline Material, Pipeline Length (m)

## Distribution Network:

- Distribution network Involves
- Approved Distribution Network to be laid/replaced (KM)
- DPR Proposed Distribution Network to be laid/replaced (KM)
- Approved WTP capacity in line with DPR?
- Reason for Gap in Approved Vs DPR Proposed Quantity
- Provision of bulk meters
- Is there provision of smart elements i.e. Meters, Sensors to detect leakage or measure quantity
- DPR Proposed, Tender Proposed
- Pipeline Diameter (mm), Pipeline Material, Pipeline Length (m), Pipeline Diameter (mm), Pipeline Material, Pipeline Length (m)

#### **Design Review of the Project**

• Is the DPR compliant with standards & guidelines

# Request for Proposal (RFP) for Selection of Independent Review & Monitoring Agencies for AMRUT 2.0 Projects in Andhra Pradesh

- Mention the design standard/manual
- Surveys carried out for project design & site assessment?

## Population Projection & Infrastructure Design Period:

- Base year considered for population forecast, Base Year, Base Year Population
- Ultimate year considered for population projection, Ultimate Year, Ultimate Year Population
- Infrastructure Details, Infrastructure Material, Infrastructure Design Period

### **Project Funding:**

- Is the project implemented in PPP Mode?
- Any viability gap study conducted?
- Estimated Viability Gap Cost (In Crore)

#### 24x7 DFT Project:

- HH Tap Connections Proposed
- District Metered Areas

## **Review of Project Timelines**

- Is the DPR Approved?
- DPR Preparation Date
- SLTC Approval Date
- SHPSC Approval Date
- Est. SLTC Approval Date (If, DPR Approved is NO)
- Est. SHPSC Approval Date (If, DPR Approved is NO)
- Project Timeline (in months)
- Is the NIT Issued?
- NIT Issued Date
- Est. NIT Issued Date (If NIT Issued is NO)
- Scheduled Project Completion date
- Project Timeline (in months)
- Is the Contract Awarded?
- Actual Start Date of Project
- Scheduled Project Completion Date
- Est. Start date of project (If Contract Awarded is NO)
- Est. Project Completion Date (If Contract Awarded is NO)

#### **Site Clearance**

- Does the projects have following clearances: (Date of Issue, Remarks)
- o Land Acquisition/Handover
- Right of Way
- o Environmental
- o Forest Department
- NOC from Railways
- NOC from Defense Cantonment Boards
- NOC from local administration
- NOC from R&B
- NOC from NHAI

#### **Tendering Process**

- Bid documents compliant with approved DPR
- Bid documents compliant with approved DPR Deviation if any
- Is the SoW covered in entirety with the DPR
- Is the SoW covered in entirety with the DPR Deviation if any
- Is the projected project cost in line with the contractor quoted cost
- Is the projected project cost in line with the contractor quoted cost Deviation if any
- Contract Type
- Defect Liability Period (in years)

### **Land Acquisition**

- Total Area of Land required for project (in Acres)
- Is the land possessed
- Availability of land for future expansion
- Likely Date of Issue (If land is not possesed)
- Planning to arrange land for future expansion?
- Project site free from litigations?
- Utility & Relocation for project execution?
- Likely Date of shifting
- Issues in Shifting, if any

# **0&M Arrangement**

- Is O&M plan included in DPR?
- 0&M Duration (Years)
- O&M Funds State Share (in Cr.)
- O&M Funds ULB Share (in Cr.)
- O&M Funds PPP Share (in Cr.)
- O&M Funds XV FC Share (in Cr.)
- O&M Funds Others Share (in Cr.)
- Sufficient manpower to carry out O&M
- Enagement of Agency for O&M
- Is the engaging agency same as the implementation agency
- Agency Name
- Alternate O&M Arrangement (If O&M is not included in DPR)

#### **ULB Finances**

- Have the funds transfer from State to the implementing agency?
- Is the contractor payment term well defined?
- Is there any donor funding available?
- If yes, add details about Donor funds
- Donor Agency, Amount (in Cr)

#### **Capacity Building**

- Does the ULB have requisite manpower to commission the projects?
- If No, Plan for the same
- Is there sufficient manpower for Design, Implementation & Monitoring?

- Is a PDMC/SMMU onboarded for monitoring?
- Is there a dedicated Project Monitoring Tool?

# **Major Observations**

#### **B.** Construction

#### **Review of Current Progress**

- Current Physical Progress
- Actual Physical Progress

#### Component wise Progress:

• Component, Current Physical Progress (%)

#### **Quality Review of Work Done**

 Component, Frequency of testing, Material/Infrastructure test results, If fail, resolution mechanism, Last Reviewed Test Date

#### **Manpower Details**

- Contractor Name, Type of Worker, No. of workers required, No. of workers deployed, Comments
- Is there a Health care provider on site?
- Is there an ambulance on-site?
- Name of Health Care Officer ,Contact Number, Email ID

#### **Local Impact of the Project**

- Community
- Impact
- Duration of service disruption
- Number of HH affected
- Any obstruction of shops, public facilities, institutions
- Number of road closures or diversions
- Mitigation Measures

# **Environment:**

- Noise levels in affected areas (in dB)
- AQI near construction site
- Mitigation Measures

# Local Green Cover:

- Number of trees removed/ transplanted
- Number of trees to be planted
- Mitigation Measures

# Variation in Scope of Work/Cost

Cost Variate:

Tender Contractor, Cost Variation (Y/N), Cost differential (in Lakhs), Severity

# Scope Variate:

Tender Contractor, Scope Variation (Y/N), Additional Scope, Severity

# **Any Major Observations:**

#### **C. Post Construction**

#### **Quality of Asset**

# WTP Outcomes:

- Year of Commissioning
- Output of WTP compliant with IS:10500
- Energy required for plant (kW)
- Output generated from energy source (kW)
- Generated output utilised for
- Tradable energy supply to the grid (kW)

#### **Test Results:**

**Date of Sampling** 

#### **Tests Conducted:**

- Ph
- Turbidity
- Total Dissolved Solids
- Aluminium
- Iron
- Calcium
- Magnesium
- Copper
- Fluoride
- Ammonia
- Chlorine
- Total Alkalinity
- Total Hardness
- Other (Mention)-

#### **Outcome Achievement**

#### **New Tap Connections:**

- DPR Proposed
- Tap connections Provided/ Serviced
- Is Proposed in line with Provided?
- · Reason for Gaps

#### **Existing Tap connections:**

- DPR Proposed
- Tap connections Provided/ Serviced
- Is Proposed in line with Provided?
- Reason for Gaps

#### HH Benefitted:

- DPR Proposed
- Tap connections Provided/ Serviced
- Is Proposed in line with Provided?
- Reason for Gaps
- Component, Approved Value, Tender Proposed Value, Achieved Value, Reason for Gaps

# O&M Funds Arrangement (Crore):

- Agency Responsible for O&M
- 0&M Duration
- Difference between Budgeted & Actual O&M expenses (in Lakhs)
- Does the manpower suffice to carry out O&M for stipulated timeline?
- O&M Resources Role
- O&M Resources Number of resources deployed
- O&M Funds State Share (in Cr.)
- O&M Funds State Share Availability
- 0&M Funds ULB Share (in Cr.)
- 0&M Funds ULB Share Availability
- O&M Funds PPP Share (in Cr.)
- 0&M Funds PPP Share Availability
- O&M Funds XV FC Share (in Cr.)
- O&M Funds XV FC Share Availability
- 0&M Funds Others Share (in Cr.)
- 0&M Funds Others Share Availability
- Status of onboarding of agency for O&M
- 0&M Plan

# **Project Monitoring Mechanisms**

# Online:

- URL
- Credentials

#### Offline:

• Methodology & Formats

#### No Mechanism:

- Remarks
- Is there an Attendance register maintained by O&M staff and validated by Executive Engineer?

# **Any Major Observations:**

# **Annexure III - Format for Pre-Bid Queries**

Name o	f the Bidder:		Email Address:	
Addres	S:		Phone No.	
S. No.	Page No./ Section no.	Clause No.	Query	Justification / Suggestion

Request for Proposal (RFP) for Selection of Independent Review & Monitoring Agencies for AMRUT 2.0 Projects in Andhra Pradesh

# Technical Proposal Annexure IV: Technical Bid Submission Letter

Date:
To Director, NIUA New Delhi India
Ref: Request for Proposal (RFP) for <xxxxx></xxxxx>
Dear Sir,
We are pleased to submit our technical bid for "XXXX".
We declare that I am authorized person to submit the technical bid.
We hereby declare that our technical bid is complete in all respects and certify:
That all documents and Information's furnished are correct in all respects to the best of my knowledge and belief.
That we have not suppressed or omitted any information as desired in RFP document. If any information found to be incorrect NIUA shall act against the bidder by disqualifying/ debarring in the bid".
We confirm that our bid is valid for a period of 180 (one hundred eighty) days from the date of publishing.
Yours faithfully,
(Signature of Authorized Signatory) (Name, Title, and Address)

# Annexure V: Project Experience

Starting Year	Ending Year	Contract Identification	Type of Supporting document attached
		Contract name:	
		Brief Description of the Works performed by the Bidder:	
		Amount of contract:	
		Name of Employer:	
		Address:	
		Contract name:	
		Brief Description of the Works performed by the Bidder:	
		Amount of contract:	
		Name of Employer:	
		Address:	
		Contract name:	
		Brief Description of the Works performed by the Bidder:	
		Amount of contract:	
		Name of Employer:	
		Address:	

# **Annexure VI: Team Curriculum Vitae**

Position Title and No.:	[e.g., K-1, Team Leader]
Name of Expert:	[insert full name]
Date of Birth:	[day/month/year]
Country of Citizenship/Residence:	[insert country]

Education: [List college/university or other specialized education, giving names of educational institutions, dat	tes
attended, degree(s)/diploma(s) obtained.]	

**Employement record relevant to the Services**: [Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the Services does not need to be included.]

	Contact information for references	Country	relevant to the Services
- present] ad For	g. Ministry of, lvisor/consultant to, or references: phone / nail, Mr. Bbbbbbb, deputy inister]		

Membership in Professional Associations and Publications:	
Language Skills (indicate only languages in which you can work):	_ _

# **Adequacy for the Services:**

[the same who signs the Proposal]

Detailed Tasks Assigned to Consultant's Team of Experts	Reference to Prior Work/Assignmen Best Illustrates Capability to Handl Assigned Tasks	
[List all deliverables/tasks as in Scope of Work in which the Expert will be involved]		
Expert's contact information: [email:, p	phone:]	
<b>Certification:</b> I, the undersigned, certify that to the best of my know qualifications, and my experience, and I am available any misstatement or misrepresentation described here.	e to undertake the Services in case of an a	ward. I understand that
		[day/month/year]
Name of Expert	Signature	Date
		[day/month/year]
Name of authorized Representative of the Consultan	t Signature	Date

	<b>T7TT</b>	r 1	<b>D</b>			C
<b>Annexure</b>	VII:	Financiai	Pronosa	ı cıınm	บเรรเกท	torm
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Location
Date
То:
The Director,
National Institute of Urban Affairs
Core 4B, 1st Floor, India Habitat Centre
Lodhi Road, New Delhi – 110003
Dear Sir,
We, the undersigned, offer to provide the Services for [Insert title of Services] in accordance with your Request for Proposal dated [Insert Date] and our technical Proposal.  Our Financial Proposal is for the amount of INR [XXXX] [Indicate amount in words and figures], the prices are exclusive of GST.
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. < <date>&gt;</date>
We understand you reserve the right to annul the process and reject all Proposals at any time prior to Contract award.
We remain,
Yours sincerely,
Authorized Signature: [In full and initials]
Name and Title of Signatory:
In the capacity of:
Address:

Email:

# Name of the Assignment:

Sl. No	Particulars	Amount in INR
A	Cost for planning, managing and executing the review of selected projects in ULBs in Andhra Pradesh (This cost should be inclusive of all components of IRMA and should be given on per ULB terms)	
В	Taxes if any @*18% GST on D	
	Grand Total (A+B)	
	Total in Words	

## Annexure VIII: Performance Bank Guarantee (PBG) Template

Performance Bank Guarantee (PBG)
[Date]
To,
Ref: Request for Proposal (RFP): NULP

Dear Sir,

Sub: PERFORMANCE BANK GUARANTEE for NIUA, Government of India WHEREAS

M/s. (name of bidder), a company registered under the Companies Act, 1956, having its registered office at (address of the bidder), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assignees), agreed to enter into a contract dated ....... (Herein after, referred to as "Contract") with you (NIUA) for 'NULP' project.

We are aware of the fact that as per the terms of the contract, M/s. (name of bidder) is required to furnish an unconditional and irrevocable bank guarantee in your favour for an amount INR XXX (Rupees XXX only), and guarantee the due performance by our constituent as per the contract and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/ default of the said contract by our constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee. Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of amount INR XXX (Rupees XXX only), without any demur.

# **Annexure IX: Turnover & Net worth**

[To be submitted on Charted Accountant's letterhead]

# TO WHOM IT MAY CONCERN

•	ve scrutinized and audited the financiar) as on $31^{st}$ March 2023 as per audited	•	Turnover* of
Unique Document Identifi		statement is as follows.	
Financial year	Turnover (INR Lakhs)	Net Worth (INR Lakhs)	
2021-22			
2022-23			
2023-24			
The organization has a <b>po</b>	<b>sitive net worth</b> as on the 31 <sup>st</sup> of Marc	n 2U24.	
M/s			
Chartered Accountants			
Signature			
Name of Chartered Accour	ntant		
Membership No.			
Seal/ Stamp			
Date			
Place			

# Annexure X - Format for Affidavit Certifying that Entity / Director/ of Entity are not Blacklisted/Debarred

# (ON THE LETTER HEAD OF THE BIDDER)

То
Director, NIUA
Subject: Undertaking of Debarment/ Clean Track Record
Dear Sir,
With reference to the above subject, we hereby wish to inform that,< <name agency="" firm="" of="" the="">&gt; hasn't been debarred by any Central / State Government /Public Sector Undertaking (PSU) as on the date of submission of the Bid and there has been no litigation with any Department / Corporation in Central / State Government /PSU/Any other entity which may have any impact on our ability to deliver the project (if awarded) or under a declaration of ineligibility for corrupt of fraudulent practices as on date</name>
We hope that this undertaking provided hereinabove shall suffice the purpose. In case you need and furthe clarification, we shall be glad to provide the same.
Thanking you,
Yours faithfully,
Name of the Bidder: -
Authorized Signatory: - Seal of the Organization: -
Date: Place:

Request for Proposal (RFP) for Selection of Independent Review & Monitoring Agencies for AMRUT 2.0 Projects in Andhra Pradesh Request for Proposal (RFP) for Selection of Independent Review & Monitoring Agencies for AMRUT 2.0 Projects in Andhra Pradesh