

REQUEST FOR PROPOSALS

Selection of Financial Management

Consultancy

for

Madhya Pradesh Jal Nigam (MPJN)

for

Head Office, Bhopal

NIT No. 67/Proc./MPJN/2023-24, Date: 14/07/2023

MADHYA PRADESH JAL NIGAM

(A Govt. of Madhya Pradesh Undertaking)

8, Arera Hills, Bhopal - 462004

Web: www.mpjalnigam.mp.gov.in, E-mail: mpjalnigam@mp.gov.in

CIN: U41000MP2012SGC028798

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SHORT NOTICE

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Bhopal, Dated 14/07/2023

NOTICE INVITING TENDER FOR SELECTION OF FINANCIAL MANAGEMENT CONSULTANCY FOR MADHYA PRADESH JAL NIGAM (MPJN) FOR HEAD OFFICE, BHOPAL

Madhya Pradesh Jal Nigam (MPJN) invites online tenders from eligible firms for following works as per the critical date specified on MP Government E-Procurement Portal <https://mptenders.gov.in>.

Name of Work	PAC (INR Cr)	EMD (INR Lakh)	Document Fee (INR)	Duration (Months)
Financial Management Consultancy for Madhya Pradesh Jal Nigam (MPJN) for Head Office, Bhopal	2.85	2.85	15,000	36

Terms

1. Detailed NIT can be seen and downloaded from the Madhya Pradesh Government E-Procurement Portal (<https://mptenders.gov.in>).
2. Cost of Tender Document and EMD of required amount is to be submitted online on Madhya Pradesh Government E-Procurement Portal.
3. The schedule for bidding process is specified as critical dates on the Madhya Pradesh Government E-Procurement Portal.
4. The Pre-bid meeting will be held as per schedule mentioned on Madhya Pradesh Government E-Procurement Portal at MPJN head office, Bhopal.
5. MPJN will not be responsible for any delay in submission of bid due to any reason.
6. To prevent conflict of interest, firms working as auditors with MPJN will not be eligible for participating in this bid.
7. Bids shall remain valid for a period of 180 days (one hundred and eighty days) from the last date of submission of bid.
8. MPJN reserves the right to accept or reject any bid, cancel the bidding process and reject all bids, at any time prior to the award of contract, without incurring any notice and answerability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders regarding the grounds for the Employer's discretion.
9. For any queries related to bid submission, please call M.P. Government E-Procurement Cell Help Desk Number 0120-4001002, 0120-4200462, 0120-4001005, 0120-6277787.

Managing Director

PART 1 – SELECTION PROCEDURES

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Section I: Instruction to Consultants

A. General Provisions

1. Definitions

1.1. The following words and expressions shall have the meanings hereby assigned to them.

- a) “Affiliate(s)” means an individual or a firm that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- b) “Client” means Madhya Pradesh Jal Nigam.
- c) “Consultant” means any firm that may provide or provides the Services to the Client under the Contract.
- d) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in paragraph 1 of the Form of Contract.
- e) “Data Sheet” or “DS” (Section II of the RFP) means an integral part of the RFP that is used to reflect specific country and assignment conditions to supplement or amend the provisions of the ITC.
- f) “day” means calendar day.
- g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other professional personnel of the Consultant.
- h) “firm” means a private entity, a state-owned enterprise or institution.
- i) “Government” means the Government of India or Government of Madhya Pradesh as the case may be.
- j) “Instructions to Consultants” or “ITC” (this Section I of the RFP) means an integral part of the RFP that provides the Consultants with all information needed to prepare and submit their Proposals.
- k) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) is taken into account in the technical evaluation of the Consultant’s Proposal.
- l) “QCBS” means Quality Cost Based Selection.
- m) “Non-Key Expert(s)” means an individual professional provided by the Consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- n) “Portal” means Madhya Pradesh Government E-Procurement Portal (mptenders.gov.in).
- o) “Proposal” means the Technical Proposal or the Financial Proposal of the Consultant, or both, as appropriate.
- p) “RFP” means this Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.

- q) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- r) “Terms of Reference” or “TOR” (Section IV of the RFP) means an integral part of the RFP that describes the objectives, scope of services, activities and tasks to be performed and their timing, the relevant background information, respective responsibilities of the Client and the Consultant, the required experience and qualifications of the Key Experts, the expected results and deliverables of the assignment including any reporting and submission requirements.

2. Introduction

a. Scope of Proposal

- 2.1. In connection with the NIT specified in the DS, the Client issues this RFP for the services as specified in Section IV, Terms of Reference. The name of the assignment is specified in the DS.

b. Interpretation

- 2.2. Throughout this RFP:

- a) the term “in writing” means communicated in written form and delivered against receipt; and
- b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular.

c. Method of Selection

- 2.3. The Consultants are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in DS 2.1. The Proposal will be the basis for a signed Contract with the selected Consultant.
- 2.4. The Client will select the Consultant in accordance with the QCBS (Quality and Cost Based Selection) method of selection.

d. Local Conditions

- 2.5. The Consultant shall familiarize themselves with the local conditions relevant to the Services and take them into account in preparing their Proposal, including attending a pre-proposal conference if one is arranged under ITC 8.2.

e. Project Data and Reports

- 2.6. The inputs, relevant project data, and reports as specified in the DS are provided with this RFP at no cost for the preparation of the Consultant’s Proposal.

3. Conflict of Interest

a. Impartiality

- 3.1. The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interest’s paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.

b. Conflict of Interest

3.2. The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract. Without limitation on the generality of the foregoing the Consultant shall not be hired under the circumstances set forth below:

- a) Conflict between consulting activities and procurement of goods or non-consulting services: A Consultant that has been engaged to provide goods or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods or non-consulting services. Conversely, a Consultant hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
- b) Conflict among consulting assignments: Neither a Consultant nor any of its Affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant.
- c) Relationship with Client's staff: A Consultant that has a close business relationship with professional personnel of the Client who are directly or indirectly involved in any part of:
 - (i) preparation of the TOR for the assignment;
 - (ii) selection process for the assignment; or
 - (iii) supervision of the Contract resulting from the selection process;
 shall be disqualified.
- d) One Bid per Bidder: Based on the "One Bid per Bidder" principle, which is to ensure fair competition, a firm, and any Affiliates shall not be allowed to submit more than one Proposal.
- e) Any other form of conflict of interest other than (a) through (d) of this ITC 3.2.

4. Corrupt and Fraudulent Practices

4.1. It is Client's policy to require that the Consultants observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, Client:

- a) will reject the result of evaluation of Proposals if it determines that the Consultant evaluated as the highest- ranked has engaged in any corrupt or fraudulent practice in competing for the contract in question.
- b) will recognize a Consultant as ineligible, for a period determined by Client, to be awarded a contract if it at any time determines that the Consultant has engaged in any corrupt or fraudulent practice in competing for, or in executing, another contract.
- c) will recognize a Consultant as ineligible to be awarded a contract if the Consultant is debarred by any Government entity in India, and the debarment persists as on last date of bid submission.

4.2. If the Client determines, based on reasonable evidence, that the Consultant has engaged in any corrupt and fraudulent practice, the Client may disqualify such Consultant after notifying the grounds of such disqualification.

4.3. Furthermore, the Consultant shall be aware of the provision stated in Clause 1.9 of the General Conditions of Contract.

5. Eligibility

5.1. The Consultant shall be a single firm.

5.2. The Consultant that has been determined to be ineligible by Client in accordance with ITC 4.1 above, shall not be eligible to be awarded a contract.

5.3. The Consultant shall provide such evidence of its continued eligibility satisfactory to the Client, as the Client shall reasonably request.

B. Preparation of Proposals

6. Preparation of Proposals

a. Completeness of RFP

6.1. Unless obtained in the manner specified in the RFP, the Client is not responsible for the completeness of the RFP, responses to requests for clarification, the minutes of the pre-proposal conference (if any), or addenda to the RFP in accordance with ITC 8.3. In case of any contradiction, documents obtained directly from the Portal shall prevail.

b. Information to be furnished

6.2. The Consultant is expected to examine all instructions, forms, and terms in the RFP in detail and to furnish with its Proposal all information and documentation as is required by the RFP. The information or documentation shall be complete, accurate, current, and verifiable.

c. Cost of Proposals

6.3. The Consultant shall bear all costs associated with the preparation and submission of its Proposal and contract negotiation. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

d. Language of Proposals

6.4. The Proposal, as well as all related correspondence exchanged by the Consultant and the Client, shall be written in the language specified in the DS.

6.5. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language of Proposal, in which case, for purposes of interpretation of the Proposal, such translation shall govern.

7. Proposal Validity Period

a. Validity Period

- 7.1.** The Consultant's Proposal must remain valid for a period specified in the DS after the Proposal submission deadline.
- 7.2.** During this period, the Consultant shall maintain its original Proposal without any change including the availability of the Key Experts if required, proposed rates and total price.
- 7.3.** If it is established that any Key Expert nominated in the Consultant's Proposal was not scheduled at the time of Proposal submission to be available or was named in the Proposal without confirmation of his/her availability, such Proposal shall be disqualified and rejected from further evaluation.

b. Extension of Validity Period

- 7.4.** The Client will make its best effort to complete negotiations within this period. However, should the need arise, the Client may request, in writing, all Consultants to extend the validity period of their Proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Key Experts named in the Proposal subject to the provisions under ITC 7.6.
- 7.5.** The Consultants who do not agree have the right to refuse to extend the validity of their proposals in which case their Proposals will not be further evaluated.

c. Substitution of Key Experts at Validity Extension

- 7.6.** If any of the Key Experts becomes unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert.
- 7.7.** If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, such Proposal will be rejected.

d. Sub-Consulting

- 7.8.** The Consultant shall not propose Subconsultants for the Services.

8. Clarification and Amendments of RFP

a. Clarification of RFP

- 8.1.** The Consultant requiring any clarification of the RFP shall contact the Client in writing at the Client's address specified in the DS or raise its enquiries during the pre-proposal conference if provided for in accordance with ITC 8.2. The Client will respond in writing to any request for clarification, at least fourteen (14) days before the deadline for submission of Proposal provided that such request is received no later than twenty-one (21) days prior to that deadline. The Client shall upload its response on the Portal, including a description of the inquiry but without identifying its source. If so specified in the DS, the Client shall promptly publish its response on the Portal identified in the DS. Should the clarification result in changes to the essential elements of the RFP, the Client shall amend the RFP following the procedure under ITC 8.3.

b. Pre-Proposal Conference

8.2. If so specified in the DS, the Consultant's designated representative is invited to attend a pre-proposal conference. The purpose of the conference will be to clarify issues and to answer questions on any matter that may be raised at that stage. Attending the pre-proposal conference is at the Consultants' expense. Minutes of the pre-proposal conference, if applicable, including the text of the questions asked by the Consultant, without identifying the source, and the responses given, together with any responses prepared after the conference, will be uploaded on the Portal. Any modification to the RFP that may become necessary as a result of the pre-proposal conference shall be made by the Client exclusively through the issue of an addendum pursuant to ITC 8.3 and not through the minutes of the pre-proposal conference. Nonattendance at the pre-proposal conference will not be a cause for disqualification of a Consultant.

c. Amendment of RFP

8.3. At any time prior to the Proposal submission deadline, the Client may amend the RFP by issuing an addendum in writing in sufficient time before the submission of Proposals. The addendum shall be uploaded on the Portal and will be binding on all the Consultants. To give the Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the Proposal submission deadline.

8.4. The Consultant may submit a modified Proposal substituting the already submitted Proposal in accordance with ITC 12.5 at any time prior to the Proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the Proposal submission deadline except as permitted under ITC 7.6.

9. Proposal Format, Submission and Content

9.1. Preparation of Proposal

9.1.1. Bidder should login on the Portal and prepare the bid after following the complete procedure of Portal.

9.1.2. Bidder should consider any corrigendum / addendum published on the Portal before submitting their bids.

9.1.3. Bidder should login on the Portal well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to any issues.

9.2. Preparation of covers: single stage three cover system

9.2.1. In the Cover 1 of online submission, Consultants are required to submit the detail of tender document fee and EMD.

9.2.2. In the Cover 2 – Technical Proposal of online submission, Consultants are required to submit the Technical Proposal as specified in ITC 10. Consultants should submit one hard copy of Technical Proposal (as submitted online) in a sealed envelope to the Client address specified in Data Sheet. This envelope must reach after online submission but

before due date and time of opening. Complete technical evaluation will be based on online submitted documents.

- 9.2.3. In the Cover 3 – Financial Proposal of online submission, Consultants are required to submit Financial Proposal in Portal as specified in ITC 11 (only online submission accepted).

10. Technical Proposal Format and Content

10.1. The Cover 2 - Technical Proposal shall comprise the following:

- a) completed Technical Proposal Forms, in accordance with ITC 10.2;
- b) Power of Attorney, authorizing the signatory of the Proposal to commit the Consultant, in accordance with ITC 12.2; and
- c) any other document required in the DS.

a. Contents

10.2. The Technical Proposal shall provide the information requested in subparagraphs (a) through (h) below, using the forms provided in Section III, Technical Proposal Forms. The forms shall be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

- a) Form TECH-1: This form entitled “Technical Proposal Submission Form”, once completed, shall be the Technical Proposal Submission Letter.
- b) Form TECH-2: A brief description of the Consultant’s organization and an outline of recent experience of the Consultant, on assignments of a similar nature are required in Form TECH-2. For each assignment, the outline shall indicate duration of the assignment, contract amount, and the Consultant’s involvement. Information shall be provided only for those assignments for which the Consultant was legally contracted individually as a single firm. Assignments completed by individual Experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant but can be claimed by the Experts themselves in their CVs. The experience of affiliated entities (such as the parent company(ies), group company(ies), subsidiary(ies) or other affiliate(s)) shall not be included. The Consultant shall be prepared to substantiate the experience claimed if so requested by the Client.
- c) Form TECH-3: Comments and suggestions on the TOR including workable suggestions that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities including administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client in Form TECH-3.
- d) Forms TECH-4 & TECH-7: A description of the approach, methodology and work plan for performing the assignment. Guidance on the content of this section of the Technical Proposals is provided in Form TECH-4. The work plan shall be consistent

with the Work Schedule as indicated in Form TECH-7, which will show in the form of a bar chart the timing proposed for each activity.

- e) Form TECH-5: The list of the proposed team by area of expertise, the position that would be assigned to each team member, their tasks and a summary of essential CV information in Form TECH-5, duly completed considering the following:
 - (i) The Consultants shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position except as permitted under subparagraph (ii) below. Failure to comply with this requirement will make the Proposal non-responsive.
 - (ii) The Consultant may, where appropriate, propose two or more Key Experts to act jointly for one Key Expert position.
- f) Form TECH-6: CVs of the Key Experts signed by the Key Experts themselves or by the authorized representative submitting Form TECH-6. In case of CVs signed by the authorized representative, should the firm be ranked first, copies of the same CVs signed by the Key Experts must be submitted to the Client prior to commencement of contract negotiations.
- g) Form TECH-8: The Acknowledgement of Compliance as Form TECH-8. The Consultant's authorized representative shall sign and date this Form on behalf of the Consultant.

10.3. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

b. Volume

10.4. The contents of the Technical Proposal and the recommended number of pages are indicated in the table below. A page is considered to be one printed side of A4 (210mm × 297mm). If other sizes of paper are used, the number of pages is determined on a pro-rata basis (e.g.: one (1) A3 page is equivalent to two (2) A4 pages.). Excessively voluminous Technical Proposals at the discretion of the Client may not be evaluated.

Technical Proposal Form		No. of Pages
1.	Consultant's Organization and Experience	
	a) Form TECH-2A Consultant's Organization	Two (2) pages for each entity comprising the Consultant.
	b) Form TECH-2B Consultant's Experience	Twenty (20) pages
	c) Form TECH-2C Average Annual Turnover	
2.	Form TECH-3A Comments and Suggestions on Terms of Reference	No page limits. but shall be concise and to the point.

Technical Proposal Form		No. of Pages
3.	Form TECH-3B Comments and Suggestions on Counterpart Staff and Facilities	Two (2) pages.
4.	Form TECH-4 Description of Approach, Methodology and Work Plan for Performing the Assignment	Twenty-Five (25) pages inclusive of charts and diagrams.
5.	Form TECH-5 Team Composition, Task Assignments and Summary of CV Information	As required for information requested
6.	Form TECH-6 Curriculum Vitae (CV) for Proposed Key Experts	Five (5) pages for each Key Expert's CV.
7.	Form TECH-7 Work Schedule	As required for information requested.
8.	Form TECH-8 Acknowledgement of Compliance	As required for information requested.

11. Financial Proposal Format and Content

11.1. The Financial Proposal shall be submitted using the Forms provided in Cover 3 - BOQ to be completed as described therein. The forms shall be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

- All activities or items described in the Terms of Reference / Technical Proposal are deemed to be included in the prices provided for in the Financial Proposal.
- The Consultant shall quote its rates for all fixed components provided in Cover 3 - BOQ for carrying out the work as specified in Terms of Reference.
- The rates shall be inclusive of all taxes except GST which will be paid separately on prevailing rates.

a. Duties, Taxes and Levies

11.2. All duties, Taxes and levies arising out of the Contract except GST shall be considered and included in the Financial Proposal:

- the Consultant and all Experts shall be responsible for meeting all liabilities in respect of duties, taxes and levies arising out of the Contract except as specified in the RFP.
- Taxes and duties paid by the Consultant for this work, for which Consultant was not responsible on the day of submission of financial bid will be reimbursed on production of proof of deposit of such claim.

b. Currency of Proposal and Payment

11.3. The currency of the Financial Proposal shall be Indian National Rupee.

11.4. Payments under the Contract shall be made in Indian National Rupee.

C. Submission, Opening and Evaluation of Proposals

12. Submission of Proposals

12.1. The Consultant shall submit a signed and complete Proposal online on the Portal in accordance with the process specified in ITC 9 and comprising the documents in accordance with ITC 9, ITC 10 and ITC 11.

a. Format and Signing of Proposals

12.2. The original of the Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Consultant. The authorization shall be in the form of a Power of Attorney included in the Technical Proposal. All pages of the Proposal where entries or amendments have been made shall be signed or initialled by the person signing the Proposal. Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal.

12.3. The Consultants shall clearly mark "CONFIDENTIAL" any information which they regard as confidential to their business. Such information may include proprietary information, trade secrets or commercial or financially sensitive information.

c. Proposal Submission Deadline and Late Proposals

12.4. The Proposals must be submitted online as indicated in the DS no later than the date and the time specified in the DS, or any extension to this date in accordance with ITC 8.3. The Portal would not allow any late submission of bids after due date and time as per server time.

d. Substitutions and Modifications

12.5. The Consultants may substitute their Proposal on the Portal up to due date and time of submission of Proposals. The Portal would not allow any substitution or modification of bids after due date and time as per server time.

13. Opening of Proposals

13.1. The Client shall open and read out in public, in accordance with ITC 13.2, all Technical Proposals received by the deadline, at the date, time and place specified in the DS, in the presence of designated representatives of the Consultants who choose to attend.

13.2. Next, all other envelopes containing the Technical Proposals shall be opened one at a time, reading out and recording:

- (a) the name of the Consultant; and
- (b) any other details as the Client may consider appropriate.

13.3. At the end of the Technical Evaluation, the Client shall notify in writing the Consultants whose Technical Proposal were determined to be responsive to the key aspects of the RFP, indicating the date, time and place of public opening of the Financial Proposals. The opening date shall allow Consultants sufficient time to make arrangements for attending the opening.

- 13.4.** The Client shall simultaneously notify those Consultants whose Technical Proposals were determined to be non- responsive to the key aspects of the RFP.
- 13.5.** The Client shall conduct the opening of the Financial Proposals in the presence of the Consultants' representatives who choose to attend at the place, date and time specified by the Client. The expected date for the public opening of the Financial Proposal is indicated in the DS.
- 13.6.** At the opening of the Financial Proposal, first, the name of the Consultants shall be read out. Next, all envelopes containing Financial Proposals shall be opened one at a time, reading out and recording:
- a) the name of the Consultant;
 - b) the Price of the Financial Proposal; and
 - c) any other details as the Client may consider appropriate.

14. Proposal Evaluation

- 14.1.** The Consultant is not permitted to alter or modify its Proposal in any way after the Proposal submission deadline except as permitted under ITC 7.6.
- 14.2.** For the purpose of evaluation of the Proposal, the Client has appointed an Evaluation Committee comprising of the persons competent for such purpose as its members. The members of such evaluation committee shall conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals. They shall have no access to the Financial Proposals until the technical evaluation is concluded.

a. Technical Proposals

- 14.3.** During the evaluation of the Technical Proposals, the evaluation committee shall determine if the Technical Proposals are responsive to the key aspects of the RFP and achieve the minimum Technical Score specified in the DS, applying the evaluation criteria, sub-criteria, and point system specified in the Section III.
- 14.4.** A Proposal shall be rejected at this stage if it is determined to be non-responsive to the key aspects of the RFP, particularly the TOR or if the Consultant fails to meet the eligibility requirements specified in the Data Sheet.

b. Financial Proposals

- 14.5.** The Evaluation Committee will review the detailed content of each Financial Proposal and the compatibility of the Technical and Financial Proposal. Financial Proposals will be reviewed to ensure that they are complete and in compliance with the requirements set forth in the RFP.
- 14.6.** Financial Proposals will be evaluated in accordance with the methodology specified in Section III, Clause D: Evaluation of Commercial Bid.
- 14.7.** Combined Proposal would be evaluated as per Section III, Clause D: Evaluation of Commercial Bid.
- 14.8.** The first-ranked Consultant shall be the selected Consultant.

D. Negotiations and Award

15. Negotiations

a. Availability of Key Experts

- 15.1.** The selected Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the signing of the Contract, or, if applicable, a replacement in accordance with ITC 7.6.
- 15.2.** Notwithstanding the above, the substitution of Key Experts before signing of the Contract may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert prior to signing of the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical Negotiations

- 15.3.** The negotiations include discussions of the TOR, the proposed methodology, the Client's inputs, the Special Conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

16. Signing of Contract

- 16.1.** Upon conclusion of the Contract negotiations, the Client shall invite the selected Consultant for signing of the Contract.
- 16.2.** The Consultant is expected to commence the Services on the date and at the place specified in the DS.

17. Confidentiality

- 17.1.** Information relating to evaluation of Proposals and Contract negotiations shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the selection process. The use by any Consultant of confidential information related to this selection process may result in the rejection of its Proposal.
- 17.2.** Any attempt by a Consultant to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for contract negotiation may result in the rejection of its Proposal.
- 17.3.** Notwithstanding ITC 17.2, from the time of Proposal opening to the time of Contract signing, if any Consultant wishes to contact the Client on any matter related to the selection process, it shall do so in writing.

Section II: Data Sheet

A. General	
ITC 2.1	The Notice Inviting Tender (NIT): 67/Proc./MPJN/2023-24 The name of the Assignment is: Financial Management Consultancy for Madhya Pradesh Jal Nigam (MPJN) for Head Office, Bhopal
ITC 2.6	The following inputs, project data, reports, etc. are provided to facilitate the preparation of the Proposals: <i>N/A</i>
B. Preparation of Proposals	
ITC 6.4	Language of the Proposals: <i>English</i>
ITC 7.1	Proposals must remain valid <i>180 days</i> after the Proposal submission deadline date.
ITC 8.1	The Client's address is: Attention: Manging Director Mailing Address: MADHYA PRADESH JAL NIGAM (A Govt. of Madhya Pradesh Undertaking) 8, Arera Hills, Bhopal - 462004 Email: mpjalnigam@mp.gov.in Responses to any request for clarification, if any, will only be published on the Portal indicated below. Madhya Pradesh Govt. E-Procurement Portal: https://mptenders.gov.in/ Client's web page: www.mpjalnigam.mp.gov.in
ITC 8.2	A pre-proposal conference will take place at the date and time specified on the Portal at the Client's address specified in DS 8.1. The Client's representative in charge of pre-proposal conference: Name : General Manager - Procurement E-mail : gmproc.mpjalnigam@mp.gov.in
ITC 10.1(c)	The Consultant shall submit the following additional documents in its Technical Proposal: none
C. Submission, Opening and Evaluation of Proposals	
ITC 12.4	The Portal address for Proposal submission is: <i>https://mptenders.gov.in/</i> The Proposal submission deadline is specified as Critical Dates on the Portal.
ITC 13.1	The opening of the Technical Proposals shall take place at Client's address specified in DS 8.1 as per the schedule specified as Critical Dates on the Portal.

ITC 13.5	The opening of the Financial Proposals is expected to take place at Client's address specified in DS 8.1 as per the schedule specified as Critical Dates on the Portal.
ITC 14.3 & 14.4	The minimum Technical Score required to be achieved: 700 Points. Criteria, sub-criteria, and point system for the evaluation are as specified in Section III: Technical Proposal Evaluation Methodology
D. Negotiations and Award	
ITC 16.2	The expected date and location for commencement of services: Date: As instructed by Client Mailing Address: Client's address as specified in DS 8.1

Section III: Proposal Evaluation Methodology

A. Minimum eligibility requirements

1. Firm must be in operation for at least 10 years as on bid due date (copy of ICAI Constitution Certificate to be submitted).
2. Firm must have CAG empanelment for at least last 5 financial years preceding bid due date (2018-19, 2019-20, 2020-21, 2021-22 & 2022-23) and should be empanelled with CAG as on bid due date (copy of empanelment document to be submitted).
3. Firm should have an average annual turnover of Rs. 1 Crore for any consecutive 3 of the last 4 financial years (namely 2019-20, 2020-21, 2021-22 & 2022-23) (copy of turnover certificate to be submitted).
4. Firm should have at least 10 Chartered Accountants (excluding Partners) on its payroll, with at least 5 Partners.
5. Firm should have head office or a functional branch office in Madhya Pradesh (declaration from authorized signatory to be submitted).
6. Firm should have served as Financial Advisor / Financial Management Consultant / equivalent works with similar nature scope of works with at least two government entities on full-time man-month basis during past five years preceding bid due date.

Note: Only projects with at least one year of consultancy duration shall be considered as eligible.

7. Firm should not have any disciplinary action initiated by ICAI at any time (declaration from authorized signatory to be submitted).

Technical Proposals of only the Consultants meeting the above minimum eligibility criteria will be evaluated further. Bidders who meet the minimum eligibility requirements would be considered as qualified for to the next stage i.e., Evaluation of Technical Proposals. The evaluation for Technical Proposals of the Pre-Qualified bidders would be as per the below-mentioned criteria. Bidders who score 70% or above shall only be considered for further process i.e., financial bid opening and evaluation.

B. Technical Proposal Evaluation Criteria, sub-criteria, and point system are as follows:

<u>Criteria / Sub Criteria</u>	<u>Points</u>
(a) Experience of the Consultants relevant to the assignment:	
The Bidder should have total experience at least 10 years from the date of registration with ICAI. Minimum 10 Years: 70 marks For each additional year, 2 additional marks Maximum 25 Years: 100 marks	100
Firm should have served as Financial Advisor / Financial Management Consultant / equivalent works with similar nature scope of works with at least two government entities on full-time man-month basis during past five years preceding bid due date. Note: Ongoing projects meeting other requirements, which have completed at least one year of consultancy (from the date of agreement) shall be considered as eligible project for evaluation.	200

Criteria / Sub Criteria	Points
(Only assignment having minimum fees of Rs. 10,00,000 or more per year shall be considered for evaluation.) Minimum 2 projects: 140 marks. For each additional project, 20 additional marks Maximum 5 Projects: 200 marks.	
Firm should have an experience of fund raising through issuance of Bonds/Monetization of revenues and assets etc. Less than 1 assignment: 0 marks 1 assignment: 60 marks For each additional assignment, 20 additional marks Maximum 3 assignments: 100 marks	100
Firm should have at least 5 Partners Minimum 5 Partners: 70 marks More than 5 Partners up to 10 Partners: 80 marks More than 10 Partners: 100 marks	100
Financial Capability: have an average annual turnover of Rs. 10 Crore for any consecutive 3 of the last 4 financial years (namely 2019-20, 2020-21, 2021-22 & 2022-23) Minimum Rs. 10 Crore: 70 marks More than Rs. 10 Crore up to Rs. 25 Crore: 80 marks More than Rs. 25 Crore: 100 marks	100
Total points for criterion (a):	600
(b) Key Experts' qualifications and competence for the assignment:	
i. Team Leader	200
ii. Senior Financial Analyst (2 x 75)	150
iii. Financial Analyst (2 x 25)	50
Total points for criterion (b):	400
The CVs of only the Experts indicated above shall be considered for evaluation. The points shall be awarded considering the following sub-criteria and relevant percentage weights:	
<ul style="list-style-type: none"> General qualifications (meeting the qualification requirements specified in Section III: Technical Proposal Evaluation Methodology - C. Qualification and Experience Requirement for Team) - 50% Project Experience - 50% <ul style="list-style-type: none"> 70% of the assigned weightage for the above sub-criteria will be awarded for meeting the minimum project experience requirement as specified in Section - Qualification and Experience Requirement for Team. The remaining weightage will be awarded for additional 2 projects in a proportionate manner. E.g., 70% of the marks will be awarded for meeting minimum requirements, additional 15% (30% / 2) marks will be awarded for each additional project experience meeting the required criteria. Consultants are required to avoid verbose submission. 	
Total points for all three criteria [(a) + (b)]:	1000

C. Qualification and Experience Requirement for Team

No	Position	Qualification
1.	Team Leader	<ul style="list-style-type: none"> CA Should have at least 10 years' experience post-qualification Should have working experience as financial advisor / financial expert / equivalent in government projects Should have experience of leading government projects for at least 3 years in a Financial Advisor / Financial Management Consultant / equivalent or at least 5 years as senior financial analyst / equivalent Should have experience of leading at least 1 project of a Financial Advisor / Financial Management Consultant / equivalent scope of works Age Limit: Maximum – 55 years
2.	Senior Financial Analyst	<ul style="list-style-type: none"> CA Should have at least 5 years' experience post-qualification Should have working experience as financial advisor / financial expert / equivalent in government projects Should have experience of government projects for at least 2 years Should have experience of at least 1 project of a Financial Advisor / Financial Management Consultant / equivalent scope of works Age Limit: Maximum – 45 years
3.	Financial Analyst	<ul style="list-style-type: none"> CA (with at least 3 years' experience) Or CFA (with at least 5 years' experience) Or MBA-Finance (with at least 5 years' experience) Should have working experience in at least 1 government projects Age Limit: Maximum – 45 years
4.	Finance Assistant	<ul style="list-style-type: none"> Graduate in Commerce Field with DCA/PGDCA or equivalent Should have at least 5 years of experience in similar works Should have at least 1 government project experience Age Limit: Maximum – 40 years

Note:

- For personnel with age limit specified in the eligibility criteria, the eligibility for evaluation should be fulfilled as on last date of submission of bids. The deployed personnel should be replaced by the Consultant when they exceed the age limit. Such replacements shall be without any penalty. However, Client may approve the deployment of the personnel beyond the specified age limit up to project completion in case of satisfactory performance.

D. Evaluation of Commercial Bid

After the technical evaluation is completed, the Client shall notify those agencies whose proposals did not meet the minimum qualifying mark or were considered as non- responsive to the RFP and Scope of work and the financial proposals of such bidders will not be opened.

The Client shall simultaneously notify the agencies that have secured the minimum qualifying mark, the date, time and place set for opening the financial proposals or as mentioned in the RFP, to enable the agencies to attend the opening of the financial proposals.

The financial proposals shall be opened publicly in the presence of representatives of the agencies who choose to attend. The name of the agencies, the technical points, and the prices quoted shall be read out by the Client.

The proposal with the lowest quote (Fm) shall be given financial score (Fs) of 100 points.

The financial scores of other proposals should be computed as follows:

$$Fs = 100 \times Fm/F$$

Where F= Amount of financial proposal by firm

Combined Quality and Cost Evaluation: -

The Total score shall be obtained by weighted average of combined score of quality/ technical score as 70% weight and financial score as 30% weight and adding them, as follows:

$$S = (Ts \times Tw) + (Fs \times Fw)$$

Where S = Total score

Ts = Technical score

Fs = Financial score

Tw= weight assigned to technical score i.e., 0.7

Fw= weight assigned to financial score i.e., 0.3

The successful bidder shall be the bidder having the highest score.

The tiebreaker, in case two or more bidders have same score in the final ranking, shall be in the following order:

- i. the bidder with higher/highest technical score
- ii. the bidder with higher/ highest turnover in preceding year
- iii. Draw of lots

Section IV: Technical Proposal Forms

Form TECH-1: Technical Proposal Submission Form

Date: *[insert date of Proposal submission]*

NIT No.: *[insert Notice Inviting Tender number]*

Assignment: *[insert name of Assignment]*

To: *[Insert full Name and mailing address of Client]*

Dear Sir/ Madam:

We, the undersigned, offer to provide the consulting services for *[Insert name of assignment]* in accordance with your Request for Proposals dated *[Insert Date of LOI]* and our Proposal.

We are hereby submitting our Proposal which includes *this Technical Proposal, and a Financial Proposal.*

We hereby declare that:

- (a) All the information provided, and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in Section II, Data Sheet (DS) 7.1.
- (c) We have no conflict of interest in accordance with Section I. Instructions to Consultant (ITC) 3.
- (d) We meet the eligibility requirements as stated in ITC 5.
- (e) We undertake to sign a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 7.6 and ITC 15.2 may lead to the termination of Contract.
- (f) Our Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e., before the date indicated in DS 7.1.
- (g) We understand that the Client is not bound to accept any Proposal that the Client receives.
- (h) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

We remain,

Yours sincerely,

Authorized Signature : *[Insert signature of the person duly authorised to sign the Proposal, in full and initials]*

Name and Title of Signatory : *[Insert full name and title of the person above]*

Name of Consultant : *[Insert name of firm]*

In the capacity of : *[Insert position of the person signing above]*

Contact information : *[Insert mailing address]*

[Insert tel. no. with country and city codes]

[Insert fax no. with country and city codes]

[Insert email address]

[Person signing the Proposal shall have the Power of Attorney given by the Consultant to be included in the Technical Proposal.]

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

[Provide here a brief (two page) description of the organization and general experience of the Consultant relevant to this assignment.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, was legally contracted individually as a single firm for carrying out services similar to the ones requested under this assignment. The experience of affiliated entities (such as the parent company(ies), group company(ies), subsidiary(ies) or other affiliate(s)) shall not be included. Use about 20 pages.]

Assignment name:	Approx. value of the contract (in Rs. Lakh):
Country:	Duration of assignment (months):
Location within country:	
Name of Client:	Total No. of man-months of the assignment:
Address:	
Start date (month/year):	Completion date (month/year):
Narrative description of Project:	
Description of actual services provided by the firm in the assignment:	

C - Consultant's Turnover

Format for Certificate for Annual Turnover

(To be submitted on the letterhead of Statutory Auditor / Chartered Accountant)

We have verified the relevant statutory and other records of [Name of the Applicant], and certify that the annual turnover for any three consecutive financial years of the last four financial years is as follows:

(Rs Crore)

Bidder Name	Annual Turnover from Consultancy Services				
	2022-23	2021-22	2020-21	2019-20	Average

This certificate is being issued to be produced before **Managing Director, Madhya Pradesh Jal Nigam, Bhopal.**

Date & Signature and Seal of the Statutory Auditor / Chartered Accountant
(clearly indicating membership number)

Date: _____

Place: _____

Note:

1. Receipts from other works, including but not limited to, Event Management, Ticket Booking, Ground / Hotel Booking, and any other works that do not have a similar aspect of scope of work shall not be considered in turnover calculation.
2. Along with the above format and information, the Bidders for demonstrating the Financial Capacity shall attach copies of the audited annual reports for 4 (four) years preceding the Bid Due Date. The financial statements shall:
 - a. reflect the financial situation of the Bidder.
 - b. be complete, including all notes to the financial statements. and
 - c. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

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

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to enhance performance in carrying out the assignment (such as adding others, or proposing a different phasing of the activities), if any.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client including administrative support, office space, local transportation, equipment, data, background reports, etc., if any.]

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

[Technical approach, methodology and work plan are key components of the Technical Proposal. It is suggested that the Consultant presents its Technical Proposal (about 25 pages, inclusive of charts and diagrams) divided into the following three chapters:

(a) Technical Approach and Methodology:

The Consultant shall explain its understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output.

The Consultant shall highlight the problems being addressed and their importance and explain the technical approach it would adopt to address them. The Consultant shall also explain the methodologies it proposes to adopt and highlight the compatibility of those methodologies with the proposed approach. A simple repeat/copy of the TOR will not be appropriate.

(b) Work Plan:

The Consultant shall propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan shall be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan.

A list of the final documents, including reports, drawings, and tables to be delivered as final output, shall be included here. The work plan shall be consistent with the Work Schedule of Form TECH-8.

(c) Organization and Staffing:

The Consultant shall propose the structure and composition of its team. The Consultant shall list the main disciplines of the assignment, the Key Experts and Non-Key Experts, and proposed technical and administrative support staff.]

Form TECH-5: Team Composition, Task Assignments and Summary of CV Information

Name	Firm Acronym	Area of Expertise	Position Assigned	Task Assigned	Key Expert or Non-Key Expert	Nationality	Employment Status with Firm (full-time, or other)	Education / Degree (Year / Institution)	No. of years of relevant experience	CV signature (by expert/by other)

Form TECH-6: Curriculum Vitae (CV) for Proposed Key Experts

[The Consultant shall prepare the CV of each Key Expert it proposes, using the format below (about 5 pages for each Key Expert).]

1. General

Position Title and No.	[e.g., K-1, TEAM LEADER] [Note: only one candidate shall be nominated to each position.]
Name of Key Expert	[Insert full name]
Name of the Firm proposing the Key Expert	
Date of Birth	[day/month/year]
Nationality	
Country of Citizenship/Residence	

2. Education

[list college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained]

3. Employment record relevant to the assignment

[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 assignment does not need to be included.]

Period	Employing organization and your title/position. Contact information for references*	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr....., Deputy Minister]		

*Contact information for references is required only for assignments during the last 3 years.

4. Membership in Professional Associations and Publications:

5. Language Skills (indicate only languages in which you can work):

6. Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts: [list major deliverables/tasks as in TECH- 5 in which the Expert will be involved]	
Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks	
[insert Name of Project No. 1]	
Country	:
Period	:
Client	:
Funding Source	:
Type of Service	:
Position	:
Description of work/ Assignment	:
[insert Name of Project No. 2]	
Country	:
Period	:
Client	:
Funding Source	:
Type of Service	:
Position	:
Description of work/ Assignment	:
[insert Name of Project No. 3]	
Country	:
Period	:
Client	:
Funding Source	:

Type of Service	:	
Position	:	
Description of work/ Assignment	:	
[insert Name of Project No. ____]		
Country	:	
Period	:	
Client	:	
Funding Source	:	
Type of Service	:	
Position	:	
Description of work/ Assignment	:	
[insert Name of Project No. ____]		
Country	:	
Period	:	
Client	:	
Funding Source	:	
Type of Service	:	
Position	:	
Description of work/ Assignment	:	

7. Certification:

I, the undersigned, certify to the best of my knowledge and belief that:

- this CV correctly describes my qualifications and my experience;
- In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in the Expert Schedule in Form TECH-7 provided team mobilization takes place within the validity of this proposal or any agreed extension thereof;
- I am committed to undertake the assignment within the validity of Proposal;
- I am not part of the team who wrote the terms of reference for this consulting services assignment;
- I am, pursuant to Clauses 3 and 4 of the Instructions to Consultants, eligible for engagement.

I understand that any misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _

[Signature of Key Expert or authorized representative of the firm]¹ Day/Month/Year

Full name of authorized representative: _____

Notes for the Consultants

1. This CV can be signed by an authorized representative of the Consultant. If the Consultant's proposal is ranked first, a copy of the CV signed by the Key Expert must be submitted to the Client prior to signing of contract.

Form TECH-7: Work Schedule

N ^o	Activity ¹	Months ²											
		1	2	3	4	5	6	7	8	9	10	11	12
1													
2													
3													
4													
5													
n													

Notes for the Consultants

1. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in the form of a bar chart.

Form TECH-8 (Form ACK): Acknowledgement of Compliance

- A) I, *[insert name and position of authorized signatory]* being duly authorized by *[insert name of Consultant]* (hereinafter referred to as the “Consultant”) to execute this Acknowledgement of Compliance, hereby certify on behalf of the Consultant and myself that:
- (i) all information provided in the Technical and Financial Proposals (collectively “Proposals”) submitted by the Consultant for *[name, number and identification of assignment as stated in DS 2.1]* (hereinafter called “the Project”) is true, correct and accurate to the best of the Consultant’s and my knowledge and belief; and
 - (ii) the Consultant has not, directly or indirectly, taken any action which is or constitutes a corrupt or fraudulent practice and is not subject to any conflict of interest as stipulated in the Request for Proposals.
- B) I certify that the Consultant has not been debarred by any Government Entity as on bid due date.
- C) I certify that the Consultant will not enter into a subcontract with a firm or an individual which has been debarred by the Government for a period more than one year, unless on the date of the subcontract at least three (3) years have passed since the date of such debarment decision.
- D) I certify, on behalf of the Consultant, that if selected to undertake services in connection with the Contract, the Consultant shall carry out such services in continuing compliance with the terms and conditions of the Contract.
- E) I further certify, on behalf of the Consultant, that if the Consultant is requested, directly or indirectly, to engage in any corrupt or fraudulent act or practice under any applicable law, such as the payment of a rebate, at any time or any stage of a process of consultant selection such as evaluation, execution or implementation of contract (including amendment thereof), the Consultant shall report all relevant facts regarding such request to the relevant section in Client or Government in a timely manner.

The Consultant acknowledges and agrees that the reporting obligation stated above shall NOT in any way affect the Consultant’s responsibilities, obligations or rights, under relevant laws, regulations, contracts, guidelines or otherwise, to disclose or report such request or other information to any other person(s) or to take any other action, required to or allowed to, be taken by the Consultant.

- F) If any of the statements made herein is subsequently proven to be untrue or incorrect based on facts subsequently determined, or if any of the warranties or covenants made herein is not complied with, the Consultant will accept, comply with, and not object to any remedies taken by the Client and any sanctions imposed by or actions taken by Client.

Authorized Signatory

[insert name of signatory; title]

For and on behalf of the Consultant

[insert name of the Consultant]

Date: *[insert Date]*

PART 2 - TERMS OF REFERENCE

Section V: Terms of Reference

1. Background

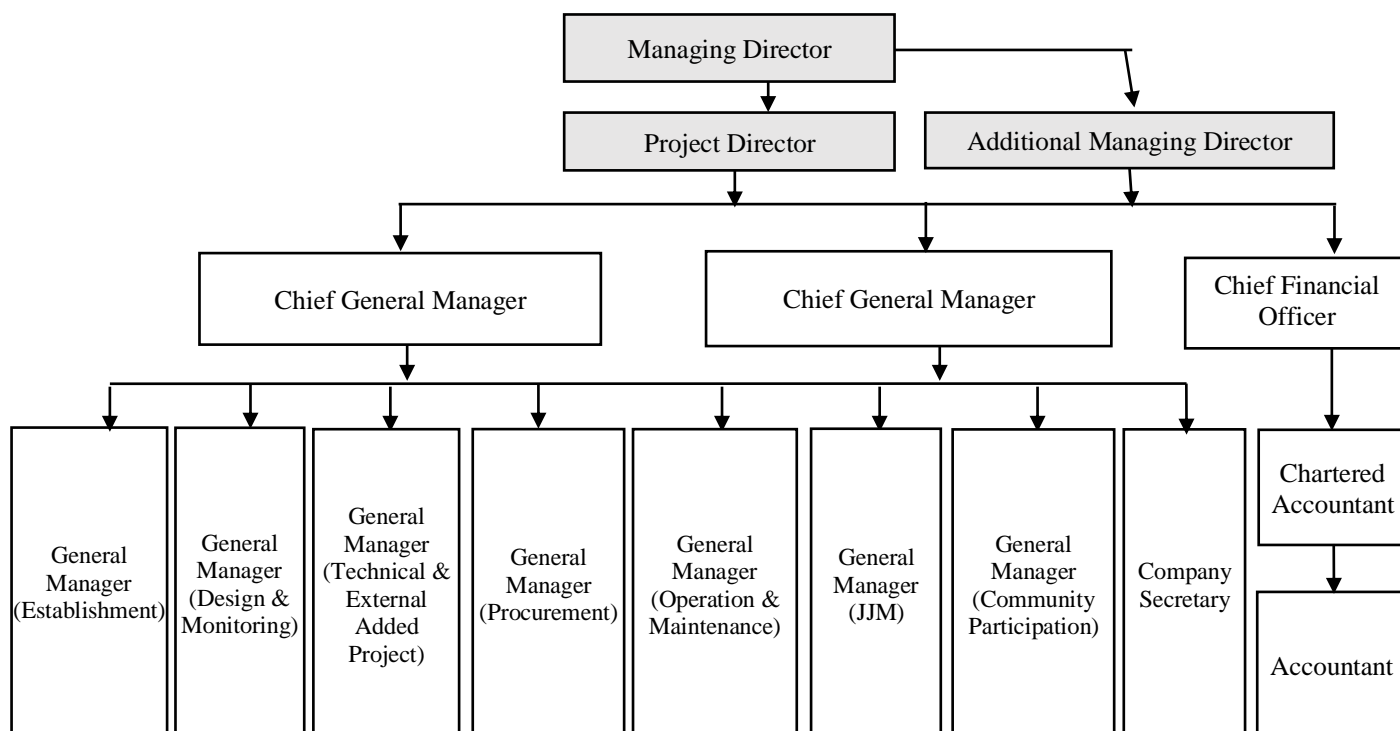
Madhya Pradesh Jal Nigam (MPJN) was incorporated as a wholly owned State Government Company under the Companies Act, 1956 on 9th July 2012. It is under the Chairmanship of Hon'ble Chief Minister, Govt. of Madhya Pradesh, as a separate entity under Public Health Engineering Department. It is responsible for design, execution, implementation, operation and maintenance of rural water supply schemes in the state to ensure safe, adequate drinking water to every household with tap connection in the areas of the state.

MPJN is a nodal agency for implementing Multi Villages Schemes (MVS) under Jal Jeevan Mission (JJM) which is a flagship programme of Government of India. According to JJM, 'Every rural household should have drinking water supply in adequate quantity of prescribed quality on regular and long-term basis at affordable service delivery charges leading to improvement in living standards of rural communities. MPJN is establishing decentralized, demand-driven, community-managed implementation of multi-village systems which will instil the sense of ownership among the local community.

Vision

MPJN envisions to provide safe and sustainable tap drinking water to communities and raw water to industries by utilizing surface water resources and to provide sustainable treatment and disposal of sewage.

Organizational Structure



2. Scope of Services

- 2.1. Client seeks the services of a qualified professional financial firm to act as a Financial Management Consultant to assist the Client in Financial Management of all matters related to the Client and strengthening the Accounts section of Client.
- 2.2. Selected firm will be required to provide services of Financial Management Consultancy at Head Office, Bhopal, along with time-to-time advice on tax matter like Income Tax, GST and other taxes as applicable. The Financial Management Consultant has to furnish monthly, quarterly and annual reports of Head Office on timely basis.

2.3. Financial Planning Services

- i. Provide strategic financial planning and analysis including Budgeting and forecasting, risk management, and internal controls.
- ii. Assist in developing a comprehensive financial plan and long-term strategy
- iii. Identify opportunities for revenue generation and diversification to improve financial performance and sustainability.
- iv. Assess potential sources of income, such as bonds, partnerships, or fee-based services.
- v. Assist, advise, plan and design the structure for raising the funds as and when required through Banks, Financial Institutions, Bond market or any other conventional or non-conventional financial instruments, both domestic and overseas.
- vi. Develop strategies to maximize revenue generation while aligning with Client's mission and values.

2.4. Accounting and Financial Services

- i. Preparation of accounting principles / process / policy in accordance with suggestions and directions by CAG, Board of Directors, GoMP, GoI.
- ii. Preparation and maintenance of balance sheets; updation of fixed assets register, valuation of fixed assets.
- iii. Assistance in preparation of annual budget and financial statements and ensuring its compliance with Companies Act and assisting in its approval in Audit Committee, BOD and ensure the compliance of statutory bodies in this respect; Ensure accounting as per the guidelines of Jal Jeevan Mission.
- iv. Scrutiny of reconciliation of financial payments on PFMS and IMIS portal reported to the Central government.
- v. Review of contingent liabilities, claims, pending legal cases / arbitration cases pending and settled during the year and financial impact of the same.
- vi. Prepare and maintain database of human resource expenditure including payroll and salary for personnel / employees / staff; Assistance in all matters related to wages and salary of employees, salary related challans etc.
- vii. Assistance in procurement of new assets and clarification and scrutinization of purchase procedure for the same; Review of existing assets, and assistance in optimizing existing assets by reviewing scraps, losses and remedial measures.
- viii. Scrutiny of Reconciliation of bank accounts.

- ix. Preparation of brief for various audits in consultation with CFO, CA and Accounts section; Assistance in audit and ensuring audit compliance by coordination with different audit authorities like CAG, Internal Audit, Statutory Audit, Tax Audit etc.; Discussion, deliberation and documentation with various agencies like official liquidator, advocates, solicitors, resolution professionals and other agencies directly and indirectly involved in the financial management process.
- x. Advice and assistance with all tax matters for the Client; To review tax conditions mentioned in the bid documents and give suggestions, if required.
- xi. Ensure internal departmental instructions / orders / memos are followed by all sections of the Client's organization like TA/DA rules, instructions issued to PIUs etc.

2.5. Project Financial Management

- i. Financial Assessment of projects; Weekly analysis of financial progress of schemes and forecasting of reasonable financial progress to be made in the coming week; Creating a monitoring framework for financial progress of each contract, including monitoring of budget versus actual expenditure of all projects.
- ii. Scheme-wise monitoring of Operation and Maintenance expenditure; Management of bills of projects under O&M phase.
- iii. Scrutiny of price adjustment / variation proposals of schemes and provide recommendations for approval.
- iv. Monitoring the process of adjustment of advances given to contractors.
- v. Checking, scrutinizing and reconciliation of RA Bills with respect to Measurement Books and agreement conditions; Maintenance of all bills, payment receipts, financial documents and compliance documents; Regular monitoring of bills / claims related to all procured agencies – contractors, O&M contractors, consultants, ISAs etc.
- vi. Evaluation, negotiation and finalization of various claims and liabilities (Claims management) on account of workers, financial institutions, and procured agencies as per agreement conditions, throughout the lifecycle of the project.
- vii. Review of delay analysis orders and review of liquidated damages / penalties which are imposed / to be imposed on contracted agencies.
- viii. Ensuring the maintenance of record of all security deposits / performance security held with the Client and ensuring the release of the same as per contract condition; Monitoring the expiry of existing BGs / deposits and alerting Client in advance on replacement procedure; monitoring the replacement and release of all security deposits / performance security / bank guarantees.
- ix. Ensure that proposal for extension of time for projects is made on-time.
- x. Review and finalization of Final bills as per work certified by the PIU and compliances of final bills; Review Bill-wise financial/statutory compliances by the contractors, in case of any issue; follow up and resolution of financial/statutory compliances by the contractor, if any.
- xi. Recommend issue of payment certificate to the contractor after every payment.
- xii. Any other activity as directed by Client (MD, MPJN and / or PS, GoMP and / or PD, MPJN and / or CFO, MPJN) related to financial management of projects.

3. Implementation Arrangements

- 3.1. The Financial Management Consultant would be attached to MPJN for coordination, reporting and assistance in the payment processes and would advise and assist in capacity and quality enhancement of the financial management framework of executing agency.
- 3.2. Under the overall guidance of the MPJN, the Consultant will provide financial management advice to Head Office, and PIUs on methodologies and procedures for monitoring of financial progress of the project, etc.
- 3.3. The Consultant will establish its office at Bhopal, at the space provided by MPJN.
- 3.4. The Consultant will directly liaise with MPJN in enforcing the agreed procedures. Liaison with all other procured agencies of MPJN (Third Party Inspection Agencies (TPIAs), Technical Support Unit (TSU), Project Management Consultant (PMC), Supervision & Quality Control Consultant (SQC)) will be directly or through PIUs, as directed by MPJN.
- 3.5. Status of all the activities entrusted to the Consultant would be reviewed in monthly and any other meetings scheduled by Client. Corrective actions as identified during such meetings would be required to be taken up by the Consultant.

4. Staffing and Other Inputs

- 4.1. The Consultant is expected to provide the following personnel for the indicated duration. The duration given is indicative and subject to variation by agreement between the Consultant and the MPJN. The Consultants' team composition and indicative inputs are shown below:

Consultants Team Composition and Staffing Schedule

No	Position / Particulars	No	Duration (months)
1	Team Leader	1	36
2	Senior Financial Analyst	2	36
3	Financial Analyst	2	36
4	Finance Assistant	4	36

- i. Consultant shall ensure that staff shall always be available and shall plan the deployment of the staff within 15 days from the approval of the required personnel by MPJN, failing which penal actions may be taken by MPJN.
- ii. **The staff deployment may be amended (increased / decreased) on Client instructions.**
- iii. The duration of the assignment shall be for 36 months which may be extended on the discretion of MPJN for 12 months. MPJN may extend the duration of the assignment further on mutual agreement subject to satisfactory performance.
- iv. The Financial Management Consultant shall keep minimum one four-wheeler vehicle for routine daily conveyance of Team Leader, Senior Financial Analysts and other

personnel as needed and cost of the same shall be considered included in the other incidental expenses. There will be no reimbursement for these four-wheeler vehicles.

5. Roles and Responsibilities of the Partner and Staff

Detailed information on the major tasks and duties each key expert of the team shall perform as follows. However, in case of partial deployment as instructed by MPJNM or due to any other reason, the responsibilities of undeployed staff shall be delegated to the deployed staff by the consultant so that the project does not suffer in any way.

1. Partner of the Firm

- a) Consultant shall provide services of one partner / senior management off-site for overall supervision, coordination, client management, liaison, presentation and guidance to staff and raising funds, in behalf of the firm in respect of overall scope assigned to the firm.

2. Team Leader

- a) Shall take the overall responsibility under the consulting services of the consultant and shall represent the consultant in all matters relating to the performance of services, communication between Contractors, PIU, SQC, MPJN and the Consultant, coordinating with and managing all entire staff to deliver services as per the scope of work during the stipulated time schedule.
- b) Shall oversee and supervise the consultant's services in delivering the entire scope of work.
- c) Shall be in regular contact with the Client management (Managing Director, Project Director, Chief Financial Officer (CFO), Accounts Section etc.) and attend all the meeting as required / instructed by Client.
- d) Should give a presentation to Client Management regarding weekly financial progress of the schemes, hurdles / bottlenecks, if any and strategies to address them. Mere submission of reports will not suffice. All reports should be given in hard copy as well as MS office formats in soft copy.
- e) Ensure reliability and integrity of financial and operating information and the means used to identify measure, classify and report such information.
- f) To advice high quality accounts keeping and to ensure that all accounting norms are followed to its fullest within the stipulated schedule.
- g) Establishment of Project Financial Monitoring and Reporting System
- h) Shall issue the required certificates on behalf of the consultant
- i) Shall prepare monthly and quarterly progress reports
- j) Interact and liaison with MPJN, GOI, GOMP as well as funding agencies
- k) Preparation of reports and presentations required, as per Client.
- l) Scheduling and ensuring timely mobilization / demobilization of team members
- m) Ensuring deployment of the entire team in accordance with the Contract / Client instructions
- n) Provide detailed review and recommendation on checking of bills, checking / preparation of proposals for variation, extra work, delay analysis, etc. as directed by Client.

3. Senior Financial Analyst

- a) Shall support TL and represent Consultant team in case TL is not present.
- b) Shall function as financial advisor in supervision of all the schemes.
- c) Shall assist to coordinate with other experts and other consultants in delivering the entire scope of work.
- d) Responsible for overall financial management, quality assurance and administration of the contracts.
- e) Shall assist MPJN in correspondence to clarifications from the contractors in financial aspects.
- f) Shall oversee the contractor's submission documents and coordinate for reviewing the contractor's submissions.
- g) Shall coordinate with PMC team, Contractors, CGM, Head office and GM PIUs for effective and efficient coordination and free flow of information and required data for analysing the performance of the contractor, hindrances/ bottle necks in the project completion with respect to financial matters.
- h) Shall compile the reports received from all projects and prepare consolidated weekly/monthly/quarterly project reports for entire zone.
- i) Shall oversee the contractor's daily/weekly/monthly financial progress reports and coordinate with other consultants for reviewing the contractor's reports.
- j) Support in monitoring of fund flow.
- k) Checking of all financial bills received for payment at Head Office (including RA Bill, Price Escalation/Adjustment, Variation, Final Bill etc.)
- l) Preparation of annual accounts statements, as per Companies Act.
- m) Preparation of Annual Budget.
- n) Assistance in audit and ensuring audit compliance by coordination with different audit authorities like CAG, Internal Audit, Statutory Audit, Tax Audit etc.

3. Financial Analyst

- a) Supervising and monitoring the financial progress of projects.
- b) Analysing the progress data, highlighting deviations from the approved plan of the contractor(s), making reports to be submitted to Client.
- c) Shall interpret the patterns and the trends of the data available.
- d) To coordinate with contractor(s), PIUs, SQCs to ensure proper financial management of works as per the approval plans ensuring achievement of service level benchmarks.
- e) To assist the team in supervision and monitoring of foreseeable issues and hindrances which might impact the financial progress of the projects as per approved plan.
- f) Review existing MIS/Dashboards and/or develop MISs/Dashboards and identify areas of improvement to ensure functioning of a technology enabled financial system incorporating all necessary operational reports & executive summary dashboards, in-built invoicing and pay out mechanisms, provision of alerts for penalties and, improvements/ resolution of issues wherever required.

- g) Maintain financial formats and provide inputs to it.
- h) Coordinating with various financial institutions for ensuring possible support.
- i) Carry overall monitoring and supervision of the finance part.
- j) To prepare the reports as required by MPJN, funding agencies, GOI, GOMP.
- k) To assist the team regarding contract management for the schemes.
- l) Supervising the work of contractors(s) and check if they are following the contract agreement.
- m) To assist the team regarding billing including verification of bills based on reports from field and the relevant contract.
- n) Assist the accounts section of Client in accounting, auditing and taxation compliance as per relevant acts.
- o) Assist in filling of monthly and quarterly returns under Statutory Act.
- p) Monitoring of Performance Guarantee / Bank Guarantee / Security Deposits of all agencies.

4. Finance Assistant

- a) Provide support to the experts in routine activities.
- b) Provide support to implement the financial plan.
- c) Gather information to prepare a sample financial model.
- d) To prepare the reports as required by MPJN, funding agencies, GOI, GOMP.
- e) To assist the team regarding contract management for the schemes.
- f) Supervising the work of contractors(s) and check if they are following the contract agreement.
- g) To assist the team regarding billing including verification of bills based on reports from field and the relevant contract.
- h) Responsible for daily accounting and maintenance of all financial records.
- i) Checking of payment of all Statutory challans before due date and monitoring human resource database and payroll.

The above tasks are indicative and further tasks may be allotted to the experts by Client / Team Leader depending on the requirements of the projects / schemes. The above tasks are to be delivered by the Consultant as a whole and non-deployment / absence of some members of the Consultants' team shall not be considered as a reason for non-delivery of any aspects of the Services as envisaged under the Contract. It is the responsibility of the Consultant to ensure delivery of the entire scope of work as envisaged under the Contract at all times during the contract period.

6. Mobilization / Replacement of Staff

The Consultant will be responsible for deployment / withdrawal of staff / additional staff for efficient and complete monitoring of works. In case the deployment is less than 40% at any time during the contract, Client may terminate the contract. Only under exceptional circumstances and with approval of MD, MPJN shall any staff be allowed to be replaced. Any such request for replacement shall be raised by giving written notice and justification of the

need of replacement. The written notice and justification should be provided one month before the replacement. The replacement candidate should have equivalent or better qualification and capability.

After award of the contract, the Client expects all the proposed personnel to be available during implementation of the contract as per the agreed staffing schedule unless instructed by the client to reduce the deployment. If, at any point in time, the deployment of key personnel drops below 50% of the total required manpower of the Consultant, the Client shall give a notice to the Consultant to ensure the required deployment within a month. If the Consultant fails to ensure the required deployment even after the lapse of one month notice period, a penalty of 0.1% of the contract value for each month or part thereof where deployment is below 50% will be applicable.

7. Deficiencies in Services

Deficiencies in the services on part of consultant may attract penal provisions in the form of fines, up to a maximum amount of 10% of contract price and /or debarment, etc. The deficiencies on part of consultant may include the following but not be limited to:

- a. Not acting impartially or acting in collusion with contractor or any other agency in proposal of variation, etc.
- b. Not keeping proper records regarding quality control, payment, billing of work, etc.
- c. Failure to give proper and timely advice to Employer / contractor to enable correction in billing.
- d. Refusing to give reasons for decisions when called for by the Employer.
- e. Not being fully conversant with manuals, specifications, standards, Employer's /Ministry's guidelines and requirement of the project to be followed.
- f. Lack of proper coordination with contractors and Employer's representatives to ensure smooth implementation of projects.
- g. Delay in mobilization of required staff at any stage of the contract.

In case of any deficiency in services, a show-cause notice will be issued by the Client, providing the Consultant with 15 days for a response / remedial action. In case the response / remedial action is not satisfactory, penalty of 0.1% of contract value shall be imposed for each such instance in accordance with Clause 6.7 of GCC.

8. Quarterly Review

Client will review the performance of the consultant quarterly through performance review committee chaired by MD, MPJN along with following members:

- i. Additional Managing Director, MPJN
- ii. Project Director, MPJN
- iii. Chief General Manager, MPJN
- iv. Chief Financial Officer, MPJN

In case the consultant's work is found to be unsatisfactory consistently during two consecutive performance review meetings, MD, MPJNM has right to terminate the contract. If the performance of the Financial Management Consultant is found to be unsatisfactory or not to

the standards as expected by MPJN, the contract can be terminated even before the expiry of the period of agreement.

9. Provisional Sum

Provisional sums are meant for reimbursable expenditures towards any of the following carried out at the specific instruction of the Client:

- i. Equipment
- ii. Purchase of Book of Specifications / Codes
- iii. Holding of Training and Workshops
- iv. Outstation Visits

Any work as assigned by the client.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VI: Form of Contract

Form of Contract: TIME-BASED

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [name of Client] (hereinafter called the “Client”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

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:

- (i) This Form of Contract;
- (ii) The Special Conditions of Contract (SCC);
- (iii) The General Conditions of Contract (GCC);
- (iv) The following Appendices:

Appendix A : Description of Services

Appendix B : Consultant Personnel

Appendix C : Financial Proposal

Appendix D : Form of Performance Security

Appendix E : Acknowledgment of Compliance

In the event of any ambiguity or conflict between the documents listed above, the order of precedence shall be the order in which the documents are listed in this Clause 1.

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

- (b) the Client shall make payments to the Consultant 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 *[name of Client]*

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[name of Consultant]*

[Authorized Representative of the Consultant – name and signature]

Section VII: General Conditions of Contract

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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, as they may be issued and in force from time to time.
- b) “Base Date” means the date 28 days prior to the latest date for submission of the Financial Proposal.
- c) “Client” means Madhya Pradesh Jal Nigam.
- d) “Consultant” means the firm named as Consultant in the SCC.
- e) “Contract” means the legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- f) “Contract Price” means the amount stated in Clause SCC 6.1(a).
- g) “Currency” means Indian National Rupee.
- h) “day” means calendar day unless indicated otherwise.
- i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1.
- j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other professional personnel of the Consultant assigned by the Consultant to perform the Services or any part thereof under the Contract.
- k) “GCC” means these General Conditions of Contract.
- l) “Government” means the Government of Madhya Pradesh or Government of India, as the case may be.
- m) “Key Expert(s)” means an individual professional assigned by the Consultant to perform the Services or any part thereof under the Contract, whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract.
- n) “Non-Key Expert(s)” means an individual professional assigned by the Consultant to perform the Services or any part thereof under the Contract.
- o) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- p) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- q) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A.
- r) “Third Party” means any person or entity other than the Client or the Consultant.

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 Experts, 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 Law.

1.4. Language

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

1.5. Headings

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

1.6. Communications

1.6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 1.4. Any such communication shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

1.6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

1.7. Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, as the Client may approve.

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 representatives specified in the SCC.

1.9. Corrupt and Fraudulent Practices

If the Client determines, based on reasonable evidence, that the Consultant has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, then the Client may, after giving 14 days' notice to the Consultant, terminate the Contract and the provisions of Clause GCC 2.9 shall apply as if such termination had been made under Clause GCC 2.9.1. Should any Expert of the Consultant be determined, based on reasonable evidence, to have engaged in corrupt or fraudulent practice during the execution of the work then that Expert shall be immediately removed and replaced by a suitable Expert in accordance with Clauses GCC 4.4 and 4.5.

The Consultant is required to comply with Client's policy in regard to corrupt and fraudulent practices as declared in Appendix E – Acknowledgment of Compliance.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1. Effectiveness of Contract

With respect to the effectiveness of the Contract, the following shall apply:

- a) Unless otherwise specified in the SCC, this Contract shall come into force and effect when this Contract has been signed by the Parties (“Effective Date”).

2.2. Termination of Contract for Failure to become effective

Unless a different period of time is otherwise specified in the SCC, if this Contract has not become effective within four (4) months after the date of the Contract signed by the Parties, the Consultant or the Client 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

With respect to the commencement of the Services, the following shall apply:

- a) Subject to Clause GCC 6.5(a), the Consultant shall commence carrying out the Services not later than fourteen (14) days from the Effective Date, or as instructed by Client.
- b) The Consultant shall confirm in writing the date of commencement of the Services before starting to deliver the Services.
- c) In the absence of such confirmation, the Consultant is deemed to have commenced the services on the last day of the above period of fourteen (14) days.

2.4. Expiration of Contract

2.4.1. Unless terminated earlier pursuant to Clause GCC 2.9, this Contract shall expire at the end of such time period, as specified in the SCC, after the commencement of the Services specified in Clause GCC 2.3.

2.4.2. The Contract can be extended by further period, as specified in the SCC, based on performance of Consultant and mutual consent. The decision of Managing Director, Madhya Pradesh Jal Nigam regarding any extensions shall be final.

2.5. Entire Agreement

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

2.6. Modifications

2.6.1. 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. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.6.2. Extension

If the Consultant has been delayed or impeded in the performance of any of its obligations under this Contract by any of the reasons specified in paragraphs (a) through (f) of this Clause GCC 2.6.2, the contract term as set forth in Clause GCC 2.4 shall be extended by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Consultant, and an appropriate adjustment in the Contract Price shall be made accordingly.

- a) Any modifications or variations pursuant to Clause GCC 2.6.1;
- b) Any occurrence of Force Majeure pursuant to Clause GCC 2.7;
- c) Any suspension by the Client pursuant to Clause GCC 2.8.1(c);
- d) Any unreasonable delay by the Client in giving his decision, approval or consent (where required) to the documents (e.g. reports, plans, etc.) prepared and submitted by the Consultant;
- e) Any act or omission of or any default or breach of this Contract by the Client or any act or omission of any other consultants and/or contractors employed by the Client; or
- f) Any other matter mentioned in this Contract as giving rise to an entitlement to an extension of the contract term.

2.6.3. Consultant's Claims

- a) Except where otherwise provided elsewhere in this Contract, the Consultant shall submit to the Client a notice of a claim for an extension of the contract term and/or adjustment in the Contract Price, together with particulars of the event or circumstance justifying such extension and adjustment, as soon as reasonably practicable after the occurrence of such event or circumstance. As soon as reasonably practicable after the receipt of such notice and supporting particulars of the claim, the Client and the Consultant shall agree upon the extended period and/or the adjusted Contract Price.
- b) The Consultant shall at all times use all commercially reasonable endeavours to minimize any delay in the performance of its obligations under this Contract.
- c) Disagreement between the Parties as to any modification or variation, and extension shall be settled according to Clause GCC 8.

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 which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, terrorism, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes,

lockouts or other industrial action, confiscation or any other action by Government agencies.

- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts 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) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2.No Breach of Contract

The failure of a Party to fulfil 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.
- 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, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
 - (ii) continue the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- 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 GCC 8.

2.8. Suspension

2.8.1. Suspension by Client

- a) The Client may, by written notice of suspension to the Consultant, suspend, in whole or part, the Services and such suspension continues until the Client gives a written permission or instruction to proceed.
- b) The Client may suspend, in whole or part, the Services if an event shall have happened and be continuing, in which 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 shall:
 - (i) specify the nature of the failure, and
 - (ii) request the Consultant to remedy such failure within a period not exceeding twenty-eight (28) days after receipt by the Consultant of such notice of suspension.
- c) If the Project or the Services are suspended by the Client for any reason other than those provided in Clause GCC 2.8.1(b) more than twenty-eight (28) days, over the term of this Contract, the Consultant shall be paid for all services performed prior to the receipt of a notice of suspension.
- d) During any suspension of the Services under Clause GCC 2.8.1 (c), the Consultant shall be compensated for any costs of maintaining fixed assets, the costs of leases or other items acquired for the Project, as well as all expenses reasonably incurred by, including but not limited to, temporary demobilization, reassignment of the Experts. In addition, upon resumption of the Services, the Client shall compensate the Consultant for expenses incurred as a result of the resumption of its services, and the Consultant's schedules (Expert and other relevant schedules) shall be appropriately adjusted.

2.9. Termination

This Contract may be terminated by either Party as per provisions set up below:

2.9.1. Termination by Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GCC 2.9.1. In such an occurrence the Client shall give at least twenty-eight (28) days' written notice of termination to the Consultant in case of the events referred to in (a) through (e); and at least fifty-six (56) days' written notice in case of the event referred to in (f):

- 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 GCC 2.8.1(b);
- b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors 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 GCC 8;

- d) If, as the result of Force Majeure, either Party is unable to fulfil its contractual obligations for a period of not less than fifty-six (56) days;
- e) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 2.3 (b); and
- f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2. Termination by Consultant

The Consultant may terminate this Contract, by not less than twenty- eight (28) days' written notice to the Client, such notice to be given if any of the events specified in paragraphs (a) through (f) of this Clause GCC 2.9.2 occurs:

- 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 GCC 8 within forty-two (42) days after receiving written notice from the Consultant that such payment is overdue;
- b) If, as the result of Force Majeure, either Party is unable to fulfil its contractual obligations for a period of not less than fifty-six (56) days;
- c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8;
- d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-two (42) 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;
- e) If the Services are suspended pursuant to Clause GCC 2.8.1(c) for more than eighty-four (84) days; and
- f) If the Client becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.

2.9.3. Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GCC 2.2 or GCC 2.9, or upon expiration of this Contract pursuant to Clause GCC 2.4, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 3.4, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 3.7, and (iv) any right which a Party may have under the Applicable Law.

2.9.4. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.9.1 or GCC 2.9.2, 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 expenses for this purpose to a minimum. With

respect to equipment, vehicles and materials provided by the Client, the Consultant shall proceed as provided by Clause GCC 3.10.

2.9.5. Payment upon Termination

Upon termination of this Contract pursuant to Clauses GCC 2.9.1 or GCC 2.9.2, the Client shall make the following payments to the Consultant:

- a) payments pursuant to Clause GCC 6.2 for Services satisfactorily performed prior to the effective date of termination; and
- b) in the case of termination pursuant to paragraphs (d) and (f) of Clause GCC 2.9.1 and to GCC 2.9.2, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including demobilization, associated overhead cost, the cost of the return travel of the Experts and their eligible dependents, and all other expenses, damages and losses resulting from the termination.

2.9.6. Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GCC 2.9.1 or in Clause GCC 2.9.2 has occurred, such Party may, within forty-two (42) days after receipt of notice of termination from the other Party, refer the matter for dispute settlement in accordance with the procedures stated in Clause GCC 8, and this Contract shall not be terminated on account of such event unless otherwise settled in accordance with GCC 8.

3. OBLIGATIONS OF THE CONSULTANT

3.1. General

3.1.1. Standard of Performance

- a) The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.
- b) The Consultant shall employ and provide such qualified and experienced Experts as are required to carry out the Services.
- c) The Consultant may not subcontract any part of the Services. The Consultant shall retain full responsibility for the Services.

3.1.2. Law Applicable to Services

The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that all of its Experts comply with the Applicable Law.

3.2. Conflict of Interest

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

3.2.1. Consultant Not to Benefit from Commissions, Discounts, etc.

- a) The payment to the Consultant pursuant to Clause GCC 6 shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 3.2.2, 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 the Experts 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 at all times exercise such responsibility in the best interest 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 shall be disqualified from providing goods, works or services or non-consulting services resulting from or directly related to the Services for the preparation or implementation of the Project.

3.2.3. Prohibition of Conflicting Activities

The Consultant shall not engage and shall cause its Experts 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.

3.2.4. Strict Duty to Disclose Conflicting Activities

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

3.3. Confidentiality

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

3.4. Liability of the Consultant

- a) The Consultant shall be responsible for and shall indemnify the Client in respect of loss of or damage to equipment and materials furnished by the Client or purchased by the Consultant in whole or in part with funds provided by the Client.
- b) The Consultant undertakes full responsibility in respect of life, health, and accidents for the Experts and for the dependents of any such Expert.
- c) The Consultant shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection with the Services by reason of: (i) infringement or alleged infringement by the

Consultant of any patent or other protected right; or (ii) plagiarism or alleged plagiarism by the Consultant.

- d) The Consultant shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Consultant or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any Third Party.
- e) The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under Clause GCC 3.1.1 provided, however:
 - (i) that the Consultant is notified of such actions, claims, losses or damages not later than twenty nine (29) months after the expiration of the Contract pursuant to the Clause GCC 2.4 or termination of the Contract pursuant to the Clause GCC 2.9, unless a different period of time is otherwise specified in the SCC;
 - (ii) that the ceiling on Consultant's liability shall be limited to the amount indicated in the SCC, except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct;
 - (iii) that Consultant's liability under Clause GCC 3.1.1 shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.
- f) Upon request of the Client, the Consultant shall, at its own cost and expense, re-perform the Services in the event of Consultant's failure to exercise the skill and care required under Clause GCC 3.1.1.
- g) Notwithstanding the provisions of paragraph (a) of this Clause GCC 3.4, the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by
 - (i) the Client's overriding a decision or recommendation of the Consultant or requiring the Consultant to implement a decision or recommendation with which the Consultant does not agree; or
 - (ii) the improper execution of the Consultant's instructions by agents, employees or independent contractors of the Client.

3.5. Insurance to be Taken Out by the Consultant

The Consultant (i) shall take out and maintain at its own cost, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 2.3.

3.6. 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 up to five years from the 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, if so required by the Client as the case may be.

3.7. Reporting

3.7.1. Reporting Obligations

The Consultant shall submit to the Client the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.7.2. Serious Hindrances

The Consultant shall report to the Client promptly the occurrence of any event or condition which might delay or prevent completion of any significant part of the Project in accordance with the schedules and to indicate what steps shall be taken to meet the situation.

3.7.3. Accident Reports

Should any accident in relation to construction safety occur during the implementation of the Project, the Consultant shall assist the Client in preparing and submitting a report on such an accident in a form reasonably requested by the Client.

3.8. Property of the Reports and Records

The Client retains the design rights and other intellectual property rights and copyrights of all documents prepared by the Consultant under this Contract.

3.9. Equipment, Vehicles and Materials Furnished by the Client

Any 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, vehicles and materials in accordance with the Client's 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.

3.10. Equipment and Materials Provided by the Consultant

Any equipment or materials brought into the Client's country by the Consultant or its Experts and used either for the Project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

4. CONSULTANT'S EXPERTS

4.1. Description of Experts

- a) The title, agreed job description and qualification of each of the Consultant's Experts are described in Consultant's Proposal. Subject to Clause GC 4.4, all experts included in Consultant's Proposal shall be deemed to be accepted by the Client when awarding the Contract to the Consultant.

- b) Consultant shall ensure the all the personnel deployed by it including Key Experts meet the qualification and eligibility requirements specified in Appendix B.

4.2. Replacement of Key Experts

- a) Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- b) Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience and such replacement shall be subject to the Client's approval and the procedure set forth in GCC Clause 4.3(a) shall apply for such approval process.

4.3. Approval of Additional Key Expert

- a) If during execution of the Contract, additional Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of the Curriculum Vitae (CVs) of the proposed Expert. Such additional Experts shall be deployed after approval by the Client.

4.4. Removal of Experts

- a) If the Client finds that any of the Experts has committed serious misconduct or has been charged with having committed a criminal action, the Consultant shall, at the Client's written request specifying the grounds, provide a suitable replacement.
- b) In the event that any of the Experts is found by the Client to be incompetent or incapable in discharging assigned duties, the Consultant shall, at the Client's written request specifying the grounds, provide a suitable replacement.
- c) Any replacement of the removed Experts shall possess equivalent or better qualifications and experience and shall be acceptable to the Client.

4.5. Replacement/ Removal of Experts

Except as the Client may otherwise agree:

- a) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

4.6. Working Hours & Leaves

4.6.1. Working Hours

Working hours and holidays for Consultants' team are stated in the SCC.

4.6.2. Leaves

- a) The Experts / Consultant personnel shall be entitled to take paid leaves (whether sick or vacation), if so specifically provided in the Contract.

- b) Any taking of leave by Key Experts / Consultant personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and/or impact adequate supervision of the Services.

4.7. Deployment of Staff at Client Head Office

The Consultant shall deploy staff with qualification and experience as specified in Appendix A & Appendix B to the Client office with prior approval of the Client.

5. OBLIGATIONS OF THE CLIENT

5.1. Access to Project Site

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

5.2. Change in the Applicable Law

If, after the Base Date, there is any change in the Applicable Law, including the law with respect to taxes and duties, which increases or decreases the cost incurred by the Consultant in performing the Services, then the payments 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 Contract Price specified in Clause GCC 6.1(a). If the Consultant has been delayed or impeded in the performance of any of its obligations under the Contract because of any change in the Applicable Law, the contract term shall be extended in accordance with the Clause GCC 2.6.2.

5.3. Services, Facilities and Property of the Client

- a) The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix A at the times and in the manner specified in said Appendix A.
- b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 6.1(b).

5.4. Office Space

- a) The Client may make available to the Consultant office space for the purposes of the Services.
- b) In case the Client provides office space, the entire Consultant team including all the Key Experts shall be stationed at such office space.

- c) If office space is not provided by the Client, the payment of office rent as specified in SCC will be made by the Client to the Consultant in such manner as is provided by Clause GCC 6 below.

5.5. Counterpart Personnel

- a) 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 A.
- b) Professional and support counterpart personnel, including Client's liaison personnel, shall work under the exclusive direction of the Client.
- c) In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by Clause GCC 6 below.

5.6. Payment Obligation

- a) In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by Clause GCC 6 below.

6. PAYMENTS TO THE CONSULTANT

6.1. Contract Price

- a) The Contract Price shall be as set forth in the SCC.
- b) The amounts payable to the Consultant shall be subject to adjustments in accordance with the Contract and any adjustment can be made only by an amendment to the Contract agreed and signed by both Parties.

6.2. Payments

- a) All payments shall be based on the approved Financial Proposal of the Consultant.
- b) The payment will be made on a monthly basis on submission of invoice in the formats to be provided by Client.
- c) The payments shall be deemed to cover all the costs that may be incurred by the Consultant in providing the Services to the Client, including but not limited to the following:
 - (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads,
 - (ii) the cost of backstopping by home office staff not included in the Experts' list. and
 - (iii) the Consultant's fee.
- d) Consultant shall deploy staff with the prescribed qualification & experience and pay them minimum remuneration (including EPF / NPS (both Employee / Employer contribution) & TDS, if any) as specified in SCC. Minimum remuneration indicates pay to the staff excluding deductions viz. Insurance, Mediclaim, etc. or any other deductions. Consultant shall submit proof of payment periodically (bank statement & salary slip), EPF / NPS and TDS deduction & deposit including Form 16 as specified in SCC. There will be no change in minimum remuneration on replacement of staff. The minimum remuneration will be

escalated / calculated in the manner specified in SCC 6.2. In case the Consultant does not pay the minimum remuneration as specified in SCC, the Client may impose penalty as specified in SCC. Consultant shall be bound to pay the minimum remuneration as specified in SCC to the staff even if its financial proposal (individual / total) is below the minimum remuneration specified in the SCC.

6.3. Duties, Taxes and Levies

- a) The Consultant and Experts are responsible for meeting all liabilities with respect of duties, taxes and levies arising out of the Contract except GST which will be paid separately on prevailing rates.

6.4. Currency of Payment

Any payment under this Contract shall be made in Indian National Rupee.

6.5. Terms and Conditions of Payment

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

- a) As soon as practicable and not later than fourteen (14) days after the end of each calendar month during the period of the Services, or after the end of each time intervals otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 6.4 and GCC 6.5 for such interval, or any other period indicated in the SCC.
- b) The Client shall pay the Consultant's invoices within fifty-six (56) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
- c) The Client shall pay the Consultant's final invoices within fifty-six (56) days after the approval by the Client to the final report and the final invoice submitted by the Consultant. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory eighty-four (84) days after receipt of the final report and final invoice by the Client unless the Client, within such eighty-four (84) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or caused to be paid in accordance with this Clause GCC 6.5(d) in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within twenty-eight (28) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twenty-nine (29) calendar months after

the approval by the Client to the final report and the final invoice in accordance with the above.

- d) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- e) 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.

6.6. Performance Security and Liquidated Damages

- a) For the purposes of this Contract, Consultant shall submit performance security (the "Performance Security") as specified in SCC for the entire duration of Contract plus three months. The Consultant shall furnish the Bank Guarantee substantially in the form specified at Appendix D of this Agreement.
- b) The Consultant shall perform the Services in accordance with the timelines specified in the Section V – Terms of Reference. In case of any delay in Services, liquidated damages as specified in SCC will be applicable.
- c) The Client shall have the right to invoke and appropriate the proceeds of the Performance Security in whole or in part, without notice to the Consultant in the event of breach of this Contract or for recovery of any penalty as may be applicable in terms of this Contract. For the avoidance of doubt, the parties hereto expressly agree that in the event of any default requiring the appropriation of any amounts comprising the Performance Security, the Client may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Contract.
- d) In the case of significant deficiencies in Services causing adverse effect on the project or on the reputation of the Client, other penal action including debarring for a specified period may also be initiated as per policy of the Client.
- e) The Performance Security shall be returned to the Consultant at the end of 3 (three) month after expiration of Contract in accordance with Clause 2.4.

6.7. Penalty

- a) All the penalty amounts, as mentioned throughout this Contract, shall be deducted from Additional Performance Security submitted by the Consultant.
- b) Upon occurrence of Consultant's failure to meet any of its obligation under the terms of this Contract, the Client shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Additional Performance Security.
- c) Upon any encashment and appropriation from the Performance Security due to any reason whatsoever, the Consultant shall, within 30 (thirty) days thereof, replenish to its original level the Performance Security failing which the Client shall be entitled to terminate this Agreement in accordance with Clause 2.9 of GCC.

7. FAIRNESS AND GOOD FAITH

7.1. Good Faith

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

8. SETTLEMENT OF DISPUTES

8.1. Amicable Settlement

The Parties shall seek to resolve any dispute amicably by mutual consultation. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 8.2 shall apply.

8.2. Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GCC 8.1 shall be submitted by either Party for settlement proceedings in accordance with the following provisions:

- a) The Parties agree to submit any dispute or disagreement that has not been settled amicably according to Clause GCC 8.1 to settlement proceedings in accordance with the provisions specified in DS.

9. JURISDICTION

The Contract has been entered into at Bhopal and its validity, construction, interpretation & legal effects shall be subject to the exclusive jurisdiction of the courts of Madhya Pradesh. No other jurisdiction shall be applicable.

Section VIII. Special Conditions of Contract

GCC Clause No.	Amendments of, and Supplements to, GCC Clause
1.1(c) & 1.6	Client's name and address: Attention: Managing Director Mailing Address: MADHYA PRADESH JAL NIGAM (A Govt. of Madhya Pradesh Undertaking) 8, Arera Hills, Bhopal - 462004 Email: mpjalnigam@mp.gov.in
1.1(d) & 1.6	Consultant's name and address: [<i>insert Consultant's name, address and telephone number</i>]
1.4	The Contract shall be executed in <i>English</i> .
1.6.1	The language for communication shall be <i>English or Hindi</i> .
1.8	The Authorized Representatives are: For the Client : Managing Director For the Consultant : _____
2.4.1	The time period shall be <i>as specified in Short Notice</i> .
2.4.2	The time period <i>may be extended on the discretion of MPJN for twelve months subject to satisfactory performance. MPJN may extend the duration of the assignment further on mutual agreement subject to satisfactory performance.</i>
3.4(e) (ii)	The ceiling on Consultant's liability shall be limited to the product of <i>1.0</i> multiplied by the Contract Price.
3.5	The risks and the coverage shall be as follows: (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated by the Consultant or its Experts, with a minimum coverage of <i>in accordance with the applicable law in the Client's country</i> ; (b) professional liability insurance (PLI), with a minimum coverage of <i>1.0</i> multiplied by the Contract Price; <i>PLI shall be taken out by a local insurer in accordance with the laws and regulations of India.</i> (c) employer's liability and workers' compensation insurance in respect of the Experts of the Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (d) insurance against loss of or damage to

GCC Clause No.	Amendments of, and Supplements to, GCC Clause		
	<p>(i) equipment purchased in whole or in part with funds provided under this Contract,</p> <p>(ii) the Consultant's property used in the performance of the Services, and</p> <p>(iii) any documents prepared by the Consultant in the performance of the Services.</p>		
4.6.1	1.	Working Time	9 am to 6 pm
	2.	Holidays	<p>In a calendar year:</p> <p>I. All Sundays / weekly off</p> <p>II. Three (3) National Holidays (26th January, 15th August and 2nd October)</p> <p>III. Ten (10) other holidays as mutually agreed upon between Consultant and Client</p>
	3.	Leaves	Consultant staff will be eligible for 1 casual leave every month. The leaves will accumulate on a monthly basis in a calendar year from the deployment of the respective staff. Consultant staff may utilize leave up to the accumulated quantity with the prior approval of Client. Unutilized leaves will lapse at the end of Calendar Year.
5.4 c)	Office rent will be Rs. 40,000/- per month. Escalation as specified in SCC 6.2 b) will be applicable on office rent.		
6.1 a)	The Contract Price is: <i>[insert amount and currency]</i> .		
6.2 b)	<p>I. Payments for remuneration & expenditure made in accordance with Clause GCC 6.2 shall be adjusted as follows: Remuneration & expenditure pursuant to the rates set forth in the Appendix C shall be adjusted annually from the date of agreement. Yearly increment of 8% will be given.</p> <p>II. Remuneration for partial periods shall be calculated as follows: (1) Remuneration for periods of less than one month shall be calculated on a calendar-day basis (one day being equivalent to 1/30th of a month). (2) Expenditure for period of less than one month shall be calculated on a calendar-day basis (one day being equivalent to 1/30th of a month).</p> <p>III. The rates for remuneration and expenditure are set forth in Appendix C.</p>		

GCC Clause No.	Amendments of, and Supplements to, GCC Clause															
6.2 d)	<div>I. The amount shall be as specified in the table below.</div> <table><tr><th>No</th><th>Position</th><th>Minimum Remuneration (Rs. / month)</th></tr><tr><td>1</td><td>Team Leader</td><td>1,20,000</td></tr><tr><td>2</td><td>Senior Financial Analyst</td><td>1,00,000</td></tr><tr><td>3</td><td>Financial Analyst</td><td>75,000</td></tr><tr><td>4</td><td>Finance Assistant</td><td>30,000</td></tr></table> <div><div>II. The time period for submission of bank statement, salary slip, EPF / NPS and TDS deduction & deposit and other supporting shall be every three (3) months.</div><div>III. The penalty shall be two times (2x) the shortfall of payment to each personnel with respect to minimum remuneration as specified in table above.</div><div>E.g.: In case the Consultant pays Rs. 1,70,700/- to personnel whose minimum remuneration as per table above is Rs. 1,79,700/-, then the deduction will be [2 x (1,79,700 – 1,70,700)], i.e., Rs. 18,000 per month.</div></div>	No	Position	Minimum Remuneration (Rs. / month)	1	Team Leader	1,20,000	2	Senior Financial Analyst	1,00,000	3	Financial Analyst	75,000	4	Finance Assistant	30,000
No	Position	Minimum Remuneration (Rs. / month)														
1	Team Leader	1,20,000														
2	Senior Financial Analyst	1,00,000														
3	Financial Analyst	75,000														
4	Finance Assistant	30,000														
6.5 d)	The accounts are <i>[insert account]</i> .															
6.6 a)	Performance Security shall be an amount equal to 5% (five percent) of the Contract Value calculated based on approved Financial Proposal of the Consultant.															
6.6 b)	In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.02% (zero-point zero two percent) of the Contract Value per day, subject to a maximum of 10% (ten per cent) of the Contract Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise.															
8.2 a)	<div>(1) administrated by Madhya Pradesh Arbitration Tribunal</div> <div>(2) conducted under Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983 as amended from time to time.</div>															

Section IX: Appendices

Appendix A – Description of Services

[This Appendix will include the final Terms of Reference based on Section V.]

Appendix B – Consultant Personnel

[Insert a table based on Form TECH-4 of the Consultant's Technical Proposal as finalized prior to contract signing. Attach the CVs demonstrating the qualifications of Key Experts (Form TECH-5 of the Consultant's Technical Proposal) updated and signed by the respective Key Experts.]

The Section III: Technical Proposal Evaluation Methodology - C. Qualification and Experience Requirement for Team is to be included as an Annexure to Appendix B]

Appendix C – Financial Proposal

[This Appendix will include the Financial Proposal of the selected Consultant in accordance with the approved BOQ as per Cover 3 of the submission.]

Appendix D – Form of Performance Security

Bank Guarantee for Performance Security

_____ [bank's name and address of issuing branch or office]

Beneficiary:

Managing Director
Madhya Pradesh Jal Nigam
“8” Arera Hills,
Bhopal (M.P.) - 462004

Date: _____

BANK GUARANTEE No.: _____

We have been informed that [name of Consulting Firm, same as appears in the signed Contract] (hereinafter called “the Consultants”) has entered into Contract No. [reference number of the contract] dated [date] with you, for the provision of [Financial Management Consultancy (FMC) Services for Multi Village Schemes (MVSs) in Madhya Pradesh] (hereinafter called “the Contract”).

Furthermore, it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee.

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of [amount of Guarantee] [amount of Guarantee in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of Guarantee] [amount of Guarantee in words] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultants shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any

such change, addition or modification. The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the consultants or of the Bank. Notwithstanding anything contained herein before, our liability under this Guarantee is restricted to *[amount of Guarantee] [amount of Guarantee in words]* and the Guarantee shall remain valid till *[date of expiry of Guarantee]*. Unless a claim or a demand in writing is made upon us on or before *[date of expiry of Guarantee]*, all our liability under this Guarantee shall cease. This guarantee shall be valid until 3 months from the date of completion of time period as per agreement.

Signature and Seal of the Guarantor

Name and Designation

Name and Designation

Name, address and seal of the Bank

Phone & Fax No.

Date

In presence of

1.

Signature

2.

Signature

Note: *All italicized text is to assist in preparing this form and shall be deleted from the completed form submitted to the Client.*

Appendix E – Acknowledgment of Compliance

[The completed Form TECH-6 in Section IV, Technical Proposal Forms is used for this Appendix.]