

**CIVIL ENGINEERING DEPTT.
NEW DELHI MUNICIPAL COUNCIL
CONNAUGHT PLACE PROJECT DIVISION (CIVIL)
ROOM NO. 1412, 14TH FLOOR, PALIKA KENDRA,
NEW DELHI**

Bid Notice

Sub:- Appointment of IRMA for JNNURM Projects

Redevelopment of Connaught Place.

Executive Engineer (CP) Project Division on behalf of NDMC, invites Technical and Financial Bids from the Empanelled agencies as IRMA by MOUD/eligible agencies meeting the eligibility criteria as per condition No. 2.1 of Part-II Selection Criteria and Proposal Submission for Request for Proposal (RFP) of Independent Review and Monitoring Agencies (IRMA) for JNNURM Projects for monitoring the work:- Redevelopment of Connaught Place.

The detail of Bid document can be down loaded from NDMC website www.ndmc.gov.in, Pre-bid meeting will be held on **18-11-2011** at **16:00** PM in room No. 1501, 15th Floor, Palika Kendra Building, Sansad Marg, New Delhi 110001. Last date for submission of bids **21-11-2011** upto **16:00** PM

The NDMC reserves the right to reject any Financial Bid after assigning appropriate reasons for the same.

Executive Engineer (CP) Project

**REQUEST FOR PROPOSAL/TERMS OF REFERENCE.
(RFP) (TOR)**

**REQUEST FOR PROPOSAL FOR SELECTION OF INDEPENDENT REVIEW AND
MONITORING AGENCIES FOR MONITORING THE PROJECT:-**

**REDEVELOPMENT OF CONNAUGHT PLACE
NEW DELHI**

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Part I -TERMS OF REFERENCE

1.1 BACKGROUND:

Government of India has launched the Jawaharlal Nehru National Urban Renewal Mission (JNNURM), as a reform driven, fast track Programme to ensure planned development of identified cities with focus on efficiency in urban infrastructure/service delivery mechanisms, and through community participation and enhanced accountability of ULBs / parastatal agencies towards citizens. The Sub-Mission for Urban Infrastructure and Governance component of JNNURM supports projects for core urban services in sub-sectors that include water supply, sewerage and sanitation, solid waste management, conservation of water bodies, drainage, roads, urban transport systems (public transport projects), urban renewal and heritage conservation. The projects submitted by the cities are approved for assistance by MoUD on the basis of review carried by the appraisal agencies. A number of projects have been approved to date and the first installment of the funds has already been released. Further details of the programme and list of projects so far approved can be viewed at the website <https://www.jnnurmmis.nic.in> The Mission Directorate – JNNURM, MoUD is in the process of establishing a web enabled Programme Monitoring and Evaluation System (PMES) to enable monitor the progress of sanctioned projects. There is, however, a need to appoint an independent agency to review the projects on-site and obtain objective reports about project activities, which can then be integrated into the PMES. Feasibility of the project –‘do ability’ and ‘need’ is established during project appraisal prior to its sanction. Therefore, IRMA will not re look at the same, but rather review and monitor the project in the course of its implementation upto completion. The Independent Review and Monitoring Agencies (IRMA) shall be appointed by each State, to cover all JNNURM projects sanctioned by the Ministry of Urban Development under Sub-Mission – I (Urban Infrastructure & Governance). The IRMA shall cover all Mission cities in that State. The respective State Level Nodal Agency (SLNA) shall be the appointing authority for the IRMA in each state. Firms that have responded to the call for Expression of Interest advertised by the MoUD on 30th Dec, 2006 have been evaluated and empanelled. The list of empanelled consultants has been notified to the States. Request for Proposals is now being issued and proposals sought from empanelled firms by NDMC.

1.2 OBJECTIVES

The objective of appointing an independent agency is to review and monitor the performance of the projects funded by assistance provided under the Mission through its entire lifecycle of implementation, on the basis of detailed on-site review, examination of appropriate documents and discussions with the Project Executing Agency and other key stakeholders. The scope of the service expected from the agency is described below. The inputs from the agency shall enable the PMES to report on the performance of the Project Executing Agency (PEA) with respect to the project implementation.

1.3 SCOPE OF SERVICES:

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

1. Name of JNNURM Mission city for the work.
2. **“Redevelopment of Connaught Place, New Delhi”**

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

1.3.1 Construction Stage:

Review of the project through the course of its construction is to primarily review and monitor physical progress, financial progress, commercial performance, project quality, compliance to statutes and other requirements. Such review to be conducted quarterly during the execution period of the contract:

- i) Report on Physical progress of the project:
 - a. Review the physical performance accomplished in the project with respect to the milestones finalized at pre-construction stage.
 - b. Review of rescheduling of milestones on the basis of performance.
 - c. Report on abnormal delays in project activities and advice on remedial measures.

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

- ii) Report on Quality assurance systems and Project quality
 - a. Report on methodology and frequency of tests carried out by the contractor/quality assurance consultant by examining Requests for Inspection (RFI) and reports. Ensure that they are in line with good industry practices.
 - b. Confirm that the materials used for construction are as per the specifications of contract agreement²
 - c. Report about cases of non-conformance from quality reviews based on available documents and interactions.
- iii) Report on the Commercial performance and Financial progress of the project:
 - a. Commercial performance
 - i. Review and report on commercial performance of contractors under the project with respect to commercial terms and conditions, i.e. performance with respect to clauses such as – guarantee /warranty, defects–liability, licenses, bank guarantee, insurance, payment schedule, taxes, dispute resolution mechanisms, etc.
 - ii. Highlight and report on enforcement of critical commercial terms and conditions by either party that has an impact on time and cost of the project.
 - iii. Suggest remedial measures to improve commercial performance
 - b. Financial progress of the project
 - iv. Report on adequacy of systems for project related financial management.
 - v. Report the quantum and timelines of contribution of funds from all the counter parties of the project by verifying receipts statements.
 - vi. Review documents related to claim for payments and payments made. Such documents will include – Invoices, Measurement Book, Bank statements, etc.

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

- vii. Report on utilization of funds in verification with bank reconciliation statements.
- viii. Remedial measures to improve financial progress
- iv) Report any major variation in overall project cost, due to changes in the Bill of Quantities as per the contract.
- v) Compliance to the statutory requirements
 - a. Report on compliance to directives by State and Central environmental agencies stated during the environmental clearance of the project, compliance with the Environmental Management Plan for the project, and good environmental management practices of the industry.
 - b. Report on provision, installation, and usage of health and safety equipments, procedures and practices at site by visual observation and examination of records. The report should include health and safety issues concerning workers at site.
 - c. Report on standards of health and sanitation arrangements maintained at campsite by visual observation and discussion with the concerned stakeholders.
 - d. Report about the progress of Resettlement and Rehabilitation of Project Affected Persons
 - e. Report on persons requiring resettlement and rehabilitation assistance as reported by the land acquisition team and the DPR.
 - f. Report on compensation awarded and / or to be paid as per the records.
 - g. Report on court cases, which likely to affect the physical progress of the project.

1.3.2 Commissioning, Trial run and Testing Stage

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

1.3.3 Post Construction Stage:

To report on overall performance of the asset created (project) with respect to

- i) Capacity – delivering capacity requirements
- ii) Functionality – meeting all functional requirements
- iii) Usage – extent of usage, break downs and shut downs
- iv) Performance of the O & M team

1.4 TIME FRAME:

The services of the IRMA are required to be rendered over the entire life cycle of the project development. The agency shall be in place during construction, trial run and post construction stages of the project. For a particular project, the IRMA's work starts from the date of appointment of the consultant ends one year after the filing of Project Completion Report. Subsequent to filing of the Project Completion Report, the IRMA shall make one visit after one year of such milestone to assess the overall performance of the asset created, as per 1.3.3 of the Scope of Work stated above.

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

IRMAs shall be appointed for a period of 18 months. Extension of work of IRMA beyond this period shall be subject to the decision of the NDMC. The suggested methodology for the IRMA's work is tabulated below. The timing of review and the method of review is indicative. The required frequency of such reviews is mentioned below, and shall vary based on the requirements of specific project. Review visits at a frequency higher than that mentioned below, shall only be undertaken at the express request by NDMC or Mission Directorate – JNNURM, MoUD. The table below provides an indication of the effort estimate required from the IRMA.

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

1.5 DELIVERABLES

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

The PEA will provide necessary inputs to the IRMA team. The observations of the IRMA team should be discussed with project management team of the PEA before concluding the visit. The reporting would be as per the check lists provided by the Mission Directorate, and qualitative feedback should be captured in narrative in separate documents. These documents should be uploaded in the PMES⁴. Reports should be filed in the PMES within 5 days of completion of the site visits. Hard copies of the reports should be submitted to the PEA, NDMC and Mission Directorate. PEAs may then record their responses to the reports filed by the IRMA. Should there be any queries on the review reports by the PEA, PIU, NDMC, State Level Steering Committee (SLSC) or the Mission Directorate, the IRMA should provide clarifications / explanations to the agency concerned.

1.6 PERSONNEL REQUIREMENTS:

Experts from the IRMA are expected to be optimally deployed as per the needs of individual projects. The team members of the IRMA are required to be highly qualified in their respective areas of expertise. They are expected to have experience in similar infrastructure projects for a minimum period of 8 years. The IRMA team should typically comprise a core team led by an experienced Team Leader. The Team Leader should have relevant project monitoring and implementation experience. The Team Leader is expected to play a key role in interface with PEAs and NDMC; provide guidance on review methodology and coordinate deployment of the core team and specialists. The core team should comprise professionals with specialization in public health engineering, roads and highway engineering, structures, finance and accounts. The core team should be supplemented by specialists in fields such as geo-technical engineering, traffic and transportation, procurement and contracts, urban renewal and heritage conservation, electro-mechanical and instrumentation. The core team members should be supported by the specialists in the site visits and interactions with the PEA.

⁴ Till such time the PMES is brought into operation, the IRMA shall prepare brief reports on basis of Observations made, documents reviewed and discussions held as per the above TOR. Report for each Visit should capture the progress with respect to implementation as per the appropriate stage of the Project under development.

Conflict of Interest:

JNNURM requires that IRMA provides professional, objective, and impartial review at all times and holds the Mission's interests paramount, strictly avoid conflicts with other assignment / jobs or their own corporate interests and act without any consideration for future work. Agencies and / or persons having "Conflict of Interest" will not be eligible to be an IRMA or be a part of the IRMA's team. Any firm / agency, engaged either as a main consultant, service provider or a sub consultant, either in project preparation, supervision, or implementation work for any ongoing JNNURM projects in a city / State, is not eligible to bid for the role as IRMA for that city / State. However, such restriction does not apply to the firm's / agency's involvement in any non-JNNURM project.

- The team members of IRMA should not have been employed (as an employee) by any City or State level government agency in the 5 years preceding this contract in the particular State.
- Any firm / agency black-listed by the State Government or City level government agency for any reasons whatsoever, will not be eligible to bid for that particular state.

1.7 SUPPORT AND INPUTS TO THE IRMA

NDMC shall communicate clear directions and guidance to ULBs for extension of cooperation, sharing of information and all necessary assistance to the IRMA agencies for successful completion of the periodic review and monitoring exercise.

Mission Directorate MoUD shall also undertake to communicate with the NDMC, ULBs and other PEAs within the JNNURM cities on the intended periodic review and monitoring exercise for the JNNURM projects.

**PART II – SELECTION CRITERIA AND PROPOSAL
SUBMISSION**

2.1 SUBMISSION OF BIDS

Separate Technical and Financial bids should be submitted by the Empanelled agencies as IRMA by MoUD / eligible agencies meeting the eligibility criteria as under :

- (a) The agencies should have been in existence, in the filed of preparation, supervision and implementation of infrastructure projects for more than three years.
- (b) The agencies should have a minimum turnover of **Rs. one crore** during each of the last three years.
- (c) Should have handled at least three projects in similar role.
- (d) The estimated cost of projects supervised over the last years should be more than **Rs.10 crores each**.
- (e) Experience in the filed of urban infrastructures projects shall be preferred. Expression of interest may indicate the applicants relevant past experience, specific experience in supervising large infrastructure projects profile of the organization and its key personnel in the relevant fields, experience of working with the state Government / Urban Local Bodies / Parasitical agencies, statement of its finances / audited accounts and the structure of the organization.

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

To

The Executive Engineer (CP) Project
Room No. 1412, 14th Floor,
Palika Kendra, Sansad Marg,
New Delhi – 110001

The information "IRMA - Technical Proposal" and "IRMA - Financial Proposal" should be specifically mentioned on the cover of respective envelopes. Bids should be submitted not later **than 21-11-2011** by 4:00 PM at the address mentioned above. Bids received after due time and date shall be returned unopened. The proposal should be valid up to 90 days of submission.

A pre-bid conference to provide clarifications on this Request for Proposal is scheduled to be held on **18-11-2011** at 16:00 PM in the Chamber of CE(C-I) Room No. 1501, 15th floor, Palika Kendra, New Delhi -110001

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

2.2 PROCEDURE FOR OPENING OF BIDS AND SELECTION OF PREFERRED AGENCY

Only the Agencies who have submitted valid technical and financial proposals are eligible to participate in the bid. The incomplete, invalid and delayed submission of bids will be summarily rejected by the tendering Authority. Suitability of the agency for awarding the work shall be evaluated on the basis of their Technical and Financial Bids. The Technical bids of eligible agencies shall be evaluated on the basis of criteria mentioned in section 2.4 of this Request for Proposal document. The agencies will need to score a minimum of 75 marks to qualify in the technical evaluation. The entire process of evaluation shall be objective in nature, with proper scores assigned to each parameter to be evaluated, separate evaluation and comparisons shall be carried out for each package. The financial bids of only those agencies shall be opened whose technical evaluation meets the minimum qualifying benchmark. The financial bids of those agencies that do not secure the minimum qualifying marks shall be returned unopened amongst the agencies who are technically qualified. The agency quoting the lowest Total Fees (TF) shall be considered as the preferred bidder.

2.3 CONTENTS OF THE PROPOSALS

Technical Proposal:

The Technical Proposal shall necessarily comprise the following:

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

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

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

No.	Item	Unit Rates for Professional Fees* (In Rs.)	Quantity (In Nos.)	Amount for Professional Fees (In Rs.)
		(A)	(B)	(A)*(B)=(C)
1.	The Fees Chargeable by the IRMA Agency for each visit to a project site ⁵ by IRMA team for monitoring and reporting tasks mentioned in the ToR during the various stages of the project development life cycle (Construction Stage, Commissioning, Trial Runs and Testing Stage; and Post-Construction Stage)		Y One (1 No.)	
	Total Fees (inclusive of all out-of-pocket expenses, taxes, incidentals, etc.) TF			Rs.

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

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

⁵ More than one JNNURM project site may be visited in one round, however 'visit' to each project site will be considered as 'one visit'. One visit may be completed in one day, or may require more than one day as the case may be.

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

2.4 EVALUATION OF BIDS

The evaluation of the proposals shall be carried out in two stages: At the first stage evaluation of technical proposals is taken up. Proposals if unsigned and incomplete, not responding to the TOR fully and properly and those with lesser validity period than that prescribed in the RFP will be summarily rejected as being non-responsive. Evaluators of technical proposals shall not have access to the financial proposals until the technical evaluation is concluded. The envelope containing the financial proposal will not be opened till the technical evaluation is complete. The financial proposal of only such bidders will be opened which obtained minimum qualifying marks / standards prescribed for their technical proposal. Sequence of opening of financial bids shall be as determined by the Tender Evaluation Committee. The evaluation shall be carried out in full conformity with the RFP.

Evaluation of Technical Proposals

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

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

2.5 PAYMENT TERMS

The payment terms for the IRMA are as follows:

- The IRMA shall raise Quarterly invoices for work completed, viz. One time project documentation reviews completed and Site visits undertaken. These invoices should be backed up by City-wise and Project-wise statements of tasks carried out during the Quarter. Payments to invoices shall be made by the NDMC.

- In case of projects sanctioned under JNNURM, for which tenders have been awarded and / or construction commenced at the time of deployment of the IRMA, the IRMA shall not undertake document review, but only undertake review visits. However, the IRMA will need to quickly familiarize itself with the project documentation necessary to conduct the reviews.

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

Annexure - B: Model Contract Document for Appointment of IRMA

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CONTRACT FOR

INDEPENDENT REVIEW AND MONITORING AGENCY CONSULTANCY SERVICES

Between

[-New Delhi Municipal Council-]

and

[Name of the Independent Review & Monitoring Agency]

Dated:.....

I. Form of Contract

This Contract (hereinafter called the "Contract") is made the [Insert Date] day of the month of _____, [YEAR], between the acting through [Executive Engineer (CP) Project],[Address of the NDMC](hereinafter called the NDMC), of the First Part and,[Name of the Consultant] having its registered office at [Address of the Consultant](hereinafter called the "IRMA") of the Second Part.

WHEREAS

(a) The IRMA, having represented to the "NDMC" that they have the required professional skills, personnel and technical resources, has offered to provide in response to the Request for Proposal dated 22nd day of December, 2006 issued by the NDMC,

(b) The "NDMC" has accepted the offer of the IRMA to provide the services on the terms and conditions set forth in this Contract.

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

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

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

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Staffing schedule

Appendix D: Cost Estimates

Appendix E: Duties of the NDMC

Appendix F: Duties of the IRMA

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

- (a) The IRMA shall carry out and complete the Services in accordance with the provisions of the Contract; and
- (b) The NDMC shall make payments to the IRMA in accordance with the provisions of the Contract.

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

(Executive Engineer (CP) Project)

In presence of

1. For and on behalf of NDMC

(Witnesses)

- (i)
- (ii)

[Authorized Representative:

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

In presence of

(Witnesses)

- (i)

Representative _____(Authorized)

- (ii)

II. General Conditions of Contract

1. GENERAL PROVISIONS

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

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

(p) "Third Party" means any person or entity other than the NDMC, or the IRMA.

(r) "In writing" means communicated in written form with proof of receipt.

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 NDMC and the IRMA. The IRMA, subject to this Contract, has complete charge of Personnel and Sub consultants of IRMA performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

Law Governing Contract:

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

Headings:

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

1.5 Notices

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

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

Location:

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

1.7 Authority of Lead Partner:

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

1.8 Authorized Representatives:

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

1.9 Taxes and Duties:

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

1.10 Fraud and Corruption

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

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

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

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

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

1.10.2 Measures to be taken by the Employer

(a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;

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

1.10.3 Commissions and Fees

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract:

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

2.2 Termination of Contract for Failure to Become Effective:

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

2.3 Commencement of Services:

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

2.4 Expiration of Contract:

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

2.5 Entire Agreement:

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

2.6 Modifications or Variations:

(a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

(b) In cases of substantial modifications or variations, the prior written consent of the NDMC is required.

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not

limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub- Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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

2.7.2 No Breach of Contract:

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

2.7.3 Measures to be Taken:

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

(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 IRMA, upon instructions by the NDMC, shall either:

(i) demobilize,; or

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

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

2.8 Suspension:

The NDMC may, by written notice of suspension to the IRMA, suspend all payments to the IRMA hereunder if the IRMA fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension

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

2.9 Termination

2.9.1.1 By NDMC:

The NDMC may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1.1.

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

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

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

(d) If the IRMA, in the judgment of NDMC, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

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

(f) If the IRMA places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to NDMC.

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

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

(i) If NDMC, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

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

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

(a) If NDMC fails to pay any money due to the IRMA pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the IRMA that such payment is overdue.

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

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

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

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

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

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

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

(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the IRMA shall not be entitled to receive any agreed payments upon termination of the contract. However, NDMC may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to NDMC. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The IRMA will be required to pay any such liquidated damages to client within 30 days of termination date.

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

3. OBLIGATIONS OF THE IRMA

3.1 General

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

3.2 Conflict of Interests:

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

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

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

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

3.2.2 IRMA and Affiliates Not to Engage in Certain Activities:

The IRMA agrees that, during the term of this Contract and after its termination, the IRMA and any entity affiliated with the Agency, shall be disqualified from providing goods, works or services resulting from or directly related to the IRMA's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities:

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

3.3 Confidentiality:

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

3.4 Insurance to be Taken out by the Consultant:

(i) The Consultant shall take out and maintain, and shall cause any Sub- Consultants to take out and maintain insurance, at their (or the Sub- Consultants', as the case may be) own cost but on terms and conditions approved by the "Employer", insurance against the risks, and for the coverages specified in the SC, and

(ii) at the "Employer's" request, shall provide evidence to the "Employer" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.5 Accounting, Inspection and Auditing:

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

3.6 IRMA's Actions Requiring NDMC's Prior Approval:

The IRMA shall obtain NDMC prior approval in writing before taking any of the following actions:

(a) Any change or addition to the Personnel listed in Appendix C.

(b) Subcontracts: the IRMA may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by NDMC. Notwithstanding such approval, the IRMA shall always retain full responsibility for the Services. In the event that any Sub-IRMA are found by NDMC to be incompetent or incapable or undesirable in discharging assigned duties, NDMC may request the IRMA to provide a replacement, with qualifications and experience acceptable to NDMC, or to resume the performance of the Services itself.

3.7 Reporting Obligations:

The IRMA shall submit to NDMC the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.8 Documents Prepared by the IRMA to be the Property of NDMC:

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

3.9 Equipment, Vehicles and Materials Furnished by the "NDMC":

Equipment, vehicles and materials made available to the Consultant by the "Employer", or purchased by the Consultant wholly or partly with funds provided by the "Employer", shall be the property of the "Employer" and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the "Employer" an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the 'Employer's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise

Instructed by the "Employer" in writing, shall insure them at the expense of the "Employer" in an amount equal to their full replacement value.

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

4. IRMA' Personnel

4.1 General:

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

4.2 Description of Personnel:

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

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

4.3 Approval of Personnel:

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

4.4 Removal and/or Replacement of Personnel:

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

(b) If NDMC:

- (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
- (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the IRMA shall, at NDMC's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to NDMC.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the IRMA may wish to claim as a result of such replacement, shall be subject to the prior written approval by NDMC. The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also

- (i) the IRMA shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and
- (ii) The remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.5 Resident Project Manager:

If required by the SC, the IRMA shall ensure that at all times during the IRMA's performance of the Services a resident project manager, acceptable to NDMC, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE "NDMC"

5.1 Assistance and Exemptions:

Unless otherwise specified in the SC, The NDMC shall use its best efforts to ensure that the Government shall:

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

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

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

5.3 Services, Facilities and Property of NDMC:

- (a) The NDMC shall make available to the IRMA and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said Appendix E.
- (b) In case that such services, facilities and property shall not be made available to the IRMA as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the IRMA for the performance of the Services.

5.4 Payment:

In consideration of the Services performed by the IRMA under this Contract, The NDMC shall make to the IRMA such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5 Counterpart Personnel:

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

(b) Professional and support counterpart personnel, excluding "NDMC", liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the "NDMC" shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE IRMA

6.1 Total Cost of the Services

(a) The total cost of the Services payable is set forth in Appendix D as per the IRMA's proposal to The NDMC and as negotiated thereafter.

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

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

6.2 Currency of Payment:

All payments shall be made in Indian Rupees.

6.3 Terms of Payment

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

(a) The IRMA shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC 14.

(b) Once a milestone is completed, the IRMA shall submit the requisite deliverables as specified in this Contract. NDMC shall release the requisite payment upon acceptance of the deliverables. However, if NDMC fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, NDMC shall release the payment to the IRMA without further delay.

(c) Final Payment: The final payment as specified in SC 14 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the IRMA and approved as satisfactory by the NDMC. The Services shall be deemed completed and finally accepted by the NDMC and the final report and final statement shall be deemed approved by the NDMC as satisfactory ninety (90) calendar days after receipt of the final report and final statement by NDMC unless NDMC, within such ninety (90) day period, gives written notice to the IRMA specifying in detail deficiencies in the Services, the final report or final statement. The IRMA shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the NDMC has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the IRMA to the NDMC within thirty (30) days after receipt by the IRMA of notice thereof. Any such claim by the NDMC for reimbursement must be made within twelve (12) calendar months after receipt by the NDMC of a final report and a final statement approved by the NDMC in accordance with the above.

(d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by NDMC after submission by the IRMA and the IRMA has made presentation to NDMC with / without modifications to be communicated in writing by NDMC to the IRMA.

(e) If the deliverables submitted by the IRMA are not acceptable to NDMC, reasons for such non-acceptance should be recorded in writing; the NDMC shall not release the payment due to the IRMA. This is without prejudice to the rights of NDMC right to levy any liquidated damages under clause 9. In such case, the payment will be released to the IRMA only after it re-submits the deliverable and which is accepted by the NDMC.

(f) All payments under this Contract shall be made to the accounts of the IRMA specified in the SC.

(g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the IRMA of any obligations hereunder, unless the acceptance has been communicated by the NDMC to the IRMA in writing and the IRMA has made necessary changes as per the comments / suggestions of the NDMC communicated to the IRMA.

(h) In case of early termination of the contract, the payment shall be made to the IRMA as mentioned here with: Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The IRMA shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified. A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the IRMA in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith:

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

7.2 Operation of the Contract:

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

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement:

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

8.2 Arbitration:

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

8.3. Arbitration proceedings shall be held in Delhi (India) and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

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

9. LIQUIDATED DAMAGES:

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

9.2 The amount of liquidated damages under this Contract shall not exceed 10% of the total value of the contract as specified in Appendix D.

9.3 The liquidated damages shall be applicable under following circumstances:

(a) If the deliverables are not submitted as per schedule as specified in SC 13, the IRMA shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.

(b) If the deliverables are not acceptable to the NDMC as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of NDMC within 30 days of the receipt of the notice, the IRMA shall be liable for Liquidated Damages for an amount equal to 1% of total cost of the services for every week or part thereof for the delay.

10. MISCELLANEOUS PROVISIONS:

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

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

(iii) The Contractor/IRMA shall notify the NDMC the Government of India of any material change in their status, in particular, and further where such change would impact on performance of obligations under this Contract.

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

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

(vi) The Contractor/IRMA shall at all times indemnify and keep indemnified the NDMC /Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/IRMA's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/IRMA.

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

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

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

APPENDICES:

APPENDIX A – DESCRIPTION OF SERVICES

1. **Assignment Objectives:**
2. **Scope of work and deliverables:**

APPENDIX B – REPORTING REQUIREMENTS

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

All Deliverables and reports shall be delivered to the NDMC at

**Executive Engineer (CP) Project
New Delhi Municipal Council
Room No. 1412, 14th Floor,
Palika Kendra, Sansad Marg, New Delhi-110001**

APPENDIX C – STAFFING SCHEDULE

APPENDIX D – Total Cost of Services

APPENDIX E – DUTIES OF THE NDMC

III. Special condition of contract: Clauses in the General conditions of amendments and supplements to contract

S. No.	Ref. of G. C.	
1	1.5	<p>The addresses are:</p> <ol style="list-style-type: none">1. Executive Engineer (CP)Project Room No. 1412, 14th floor, Palika Kendra, Sansad Marg, New Delhi-1100012. Consultant Attention Tel. Facsimile
2	1.8	<p>The authorized representation are: For NDMC For the IRMA</p>
3	2.1	<p>The effectiveness conditions are the following</p> <p>This contract shall come into force and effect on the date of the notice of NDMC to IRMA instructing the IRMA to begin carrying out the services and also confirming that the conditions precedent & effectiveness conditions, if any, listed in the SC have been met. The IRMA shall begin carrying out the services not later than the number of days after the effective date specified in the NDMC notice.</p>
4	2.2	<p>The time period for opening of bids and selection of preferred agency shall be 90 days.</p> <p>The IRMA shall raise Quarterly invoices for work completed, viz. One time project documentation reviews completed and Site visits undertaken. These invoices should be backed up by Place-wise and Project-wise statements of tasks carried out during the Quarter. Payments to invoices shall be made by the NDMC.</p> <p>In case of projects sanctioned under JNNURM, for which tenders have been awarded and / or construction commenced at the time of deployment of the IRMA, the IRMA shall not undertake document review, but only undertake review visits. However, the IRMA will need to quickly familiarize itself with the project documentation necessary to conduct the reviews.</p>
5.	2.3	<p>Time period for Technical & Financial Proposal 3 weeks.</p>
6.	2.4	<p>Time period for Evaluation of bids 3 weeks.</p>
7	2.5 &	<p>If the contract is delayed by any cause,</p>

8 2.6 Then upon the happening of any such event causing delay, the IRMA shall immediately give notice thereof in writing to the executive engineer (CP) Project but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of Executive Engineer(CP) Project to proceed with the work. Request for rescheduling of milestone and extension of time, to be eligible for consideration shall be made by the IRMA in writing with in fourteen days of the happening of the event, causing delay on prescribed form. The IRMA may also, if practicable, indicate in such a request the period for which extension is desired.

In any such case, the competent authority on behalf of the NDMC may give a fair and reasonable extension of time and reschedule the milestone for completion of work. Such extension shall be communicated to the IRMA by the EE (CP) Project in writing within 3 months of the date of receipt of such request. Non application by the IRMA for extension of time shall not be a bar for giving a fair and reasonable extension by the Executive Engineer (CP) Project and whatever extension of time accorded by EE(CP) to IMRA shall be binding on the IRMA

9 3.2 The IRMA shall hold the NDMC's interest paramount, without any consideration for future work and shall strictly avoid conflict of interest during the period of this contract, a conflict of interest arises for any reasons, the IRMA shall promptly disclose the same to the NDMC and seek its instructions.

10 3.3 Except with the prior written consent of the NDMC, the IRMA and the personnel shall not at any time communicate to any person or entity any confidential information acquired or required in the course of the services, nor shall the IRMA and its personnel make public the recommendations formulated in the course of or as a result of, the services.

11 3.6 The IRMA shall obtain the NDMC's prior approval in writing before taking any of the following action :

- (a) Any change or addition to the personnel listed in appendix 'C'.
- (b) Sub contracts: the IRMA may sub contract work relating to the services to an extent and with such experts and entities as may be approved in advance by the NDMC. Not with standing such approval, the IRMA shall always retain full responsibility for the services. In the event that any sub IRMA are found by NDMC to be incompetent or undesirable in discharging assigned duties the NDMC may request the IRMA to provide a replacement, with qualifications and experience acceptable to the NDMC or to resume the performance of the services it self

12 3.7 The IRMA shall submit to the NDMC the report and documents specified in Appendix 'B' here to, in the form, in the numbers and within the time periods set forth in the said appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said appendix.

13 4.5 If required by NDMC, or otherwise the IRMA shall ensure that all times during the IRMA`s performance of the services, a resident project manager, acceptable to the NDMC shall take charge of the performance of such services.

14 6.1(b) The total cost of the services payable is set forth in Appendix 'D` as per IRMA`s proposal the the NDMC and as negotiated thereafter.

Except as may be otherwise agreed under clause GC 2.6 and subject to clause GC 6.1(c), payments under this contract shall not exceed the amount specified in Appendix 'D`

Not with standing clause GC 6.1(b) thereof , if pursuant to any of the clause GC 4.2 (c) or 5.2 thereof, the parties shall agree that additional payments shall be made to the IRMA in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in clause GC 6.1(a), the ceiling or ceilings, as the case may be, set froth in clause GC 6.1(b) shall be increased by the amounts, as the case may be, any such additional payments.

15 6.3 The IRMA shall visit the site of work every quarterly during the total time period stipulated in the contract and act in accordance with the scope of work mentioned in the contract.

The payments in respect of these services i/c visits shall be made as per terms of payment in general conditions of contract clause 6.3.

The payment to IRMA per visit as per this contract is Rs. _____ including acceptance of deliverables by NDMC in accordance with clause 6.3 terms of payment of the contract.

16

8.3

Any dispute, difference or question arising out of this agreement shall be settled amicably between the parties, failing which the same shall be referred to a sole arbitrator to be nominated by the Chairman NDMC, for arbitration under arbitration & conciliation Act 1996. The arbitration proceedings shall take place at Delhi in India.

Binding signature of NDMC, Delhi signed by _____ Executive Engineer (CP) Project NDMC (for and on behalf of Chairman NDMC.

Binding signatures of contractor signed by _____ (for and an behalf of (_____ name of the consultant) duly authorized vide Res. No. _____

In the presence of
Witness

1

2

Performance Guarantee :

The IRMA shall furnish a Performance Guarantee in the form of a Bank guarantee in favour of "Secretary, NDMC" for an amount equal to { 10% } of the Total Fee (exclusive of service taxes), with having a validity period for the entire duration of the Contract.

Description of services

1. **Assignment objectives.**

The objective of appointment of IRMA is to review and monitor the performance of this project funded by JNNURM on the basis of detailed on site review, examination of appropriate documents and discuss with NDMC of submit the requisite deliverable as specified in this contract.

2. **Scope of work & deliverable**

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

At. Construction stage:

Review of the project through the course of its construction is to primarily review and monitor

- (a) Physical progress
- (b) Financial progress
- (c) Commercial performance
- (d) Report on quality assurance system and project quality (IRMA shall not themselves under take any physical testing of material /product/ construction quality. However, IRMA may prevail on the PEA to conduct necessary tests. (Cost for such testing shall be borne by PEA).

Above reviews shall be conducted as per frequency given in table 'A' during the entire period of contract.

Deliverables

The IRMA will under take desk services of the documents and make periodical site visits to the project as per schedule given in Table 'A'. There can be additional visits by IRMA as per requirement of NDMC. IRMA shall provide reasonable advance notice of planned visit to site, schedule of meetings for review, and documents required for review, etc to the PEA. IRMA shall report to NDMC and send copies to JNN URM, MOUD etc as necessary of all communication/ reports/ deliverables.

The PEA through NDMC will provide necessary inputs to the IRMA team. The observations of the IRMA team shall be discussed with project management team of the PEA before concluding the visit. The reporting would be as per the check lists in Annexure 'C' of the contract and qualitative feed back shall be captured in narrative in separate documents.

These documents shall be uploaded in the PMES. The copies of the reports shall be submitted to PEA, NDMC & JNN URM. PEA may then record their response to the reports filed by the IRMA. Till such time the PMES is brought with operation, the IRMA shall prepare brief reports on the basis of observations made documents reviewed and discussions held. Report for each visit shall capture the progress with respect to implementations as per appropriate stage of the project.

Should there be any queries on the review reports by PEA, NDMC or the mission directorate, the IRMA shall provide clarifications/ explanation to the agency concerned.

The reports shall be as follow:

Report an physical progress of the project:

Review the physical performance accomplished in the project with respect to the mile stones in the DPR or the project implementation plan finalized at pre construction stage.

Review on abnormal delays in project activities and advice on remedial measures.

Report on quality assurance systems and project quality.

Report on methodology and frequency of tests carried out by the contractor/ quality assurance consultant by examining requests for inspection and reports. Ensure that they are in line with prescribed norms for the purpose.

Report regarding conformity of the materials used for construction are as per the specifications of the contract agreement.

Report about cases of non- conformance from quality reviews based on available documents and inter actions with PEA/ NDMC.

Report on the commercial performance & financial progress of the project.

Commercial performance.

Review and report on commercial performance of contractor under the project with respect to commercial terms and conditions, i.e. performance with respect to clauses such as guarantee/warranty, defects liability, licenses, bank guarantee, insurance payment schedules, taxes, dispute resolution mechanisms etc.

High light and report on enforcement of critical commercial term and conditions by either party that has an impact on time and cost of the project.

Suggest remedial measures to improve commercial performance.

Financial progress of the project.

Report on adequacy of systems for the project related financial management.

Report the quantum & timeliness of contribution of funds from all the counter parties of the project by verifying receipts statements.

Review documents related to claim for payments and payments made. Such documents will include- invoices, measurement Book, Bank statements, etc.

Report on utilization of funds in verification with bank reconciliation statements.

Remedial measures to improve financial progress.

Report on deviations in quantities as per the contract

Compliance to the statutory requirements.

Report on compliance to directive by state and Central Environmental agencies stated during the environmental clearance of the project, compliance with the environmental management plan for the project, and good environmental management practices of the industry.

Report on provision, installation, and usage of health and safety equipments, procedure and practices at site by visual observation and examination of records. The report will include health & safety issues concurring workers at site.

Report on standards of health and sanitation arrangements maintained at campsite by visual observation and discussion with the concerned stake holders.

Report about the progress of resettlements and rehabilitation of project affected persons.

Report on persons requiring resettlements and rehabilitation assistance as reported by the land acquisition team and DPR.

Report on compensation awarded and/or to be paid as per records.

Report on court cases, which likely to affect the physical progress of the project.

Commissioning, trial & testing stage

Report on necessary training imparted to the operations and maintenance (O & M) team for taking over the completed project.

The IRMA will check with records and discussions with participants.

Report on stages of testing and level of participation by the O & M team.

Reports on handing are of all documentation "As Built" drainages operational instructions and equipment manuals to the O & M team.

Report on trial runs and completion of project.

Post construction stage

To report on over all performance of the asset created (project) with respect to ...

Capacity- delivering capacity requirement.

Functionality- meeting all functional requirements.

Usage- extent of usage, break down & shut down.

Performance of the O & M team.

TABLE 'A'

S. No.	Nature of review	Timing	Method of review	Frequency
Construction Stage & Commissioning, Trial – Runs and Testing stage				
1	Report on physical progress	After handing over the site to contractor/ during construction period and regularly over the Construction period	<ul style="list-style-type: none"> • Reports and documents submitted by PIU • Review of Physical Progress • Discussions with PEA • 	Quarterly
2	Report on quality assurance systems		<ul style="list-style-type: none"> • Request for inspection (RFI) reports • Contact agreement and physical observation • Discussions with PEA • 	
3	Commercial Performance	Over the construction period	<ul style="list-style-type: none"> • Contract and • Relevant documents 	Quarterly
4	Financial performance		<ul style="list-style-type: none"> • Invoices, Measurement Book, Bank statements • BOQ as per contracts 	
5	Compliance to the statutory requirements	During construction and post-construction	<ul style="list-style-type: none"> • As per the MoEF guidelines • EMP document for the project • Comparison with relevant legislation/rules • 	Quarterly
6	Safety and Health	Construction and post Construction Stage	<ul style="list-style-type: none"> • As per the relevant standards/ good practices / contracts • 	Quarterly
7	Progress of Resettlement and Rehabilitation	During Construction stage if the Land acquisition process is not completed.	<ul style="list-style-type: none"> • As per R&R Action Plan submitted along with DPR/ Land acquisition proposal submitted, Records of Competent Authority • No. of court cases against land acquisition for the project 	Quarterly

8	Commissioning, trial runs and Testing	Commissioning, Trial runs and testing stage	<ul style="list-style-type: none"> As per Records and discussion with Concerned officials 	Once
Post-construction stage				
9	Report on overall performance of the asset created (Project)	Post construction stage, about one year after project completion	<ul style="list-style-type: none"> Records and discussion with officials / beneficiary community 	Once

APPENDIX B-REPORTING REQUIREMENTS

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

All Deliverables and reports shall be delivered to the NDMC at:-

**The Executive Engineer (CP) Project
Room No. 1412, 14th Floor,
Palika Kendra, Sansad Marg,
New Delhi – 110001**

APPENDIX C-STAFFING SCHEDULE
(To be provided by the Consultant)

**APPENDIX D-TOTAL COST OF SERVICES
(To be quoted by the Consultant)**

APPENDIX E – DUTIES OF THE NDMC

5.1 Assistance and Exemptions:

- (a) The NDMC shall assist the IRMA and Personnel to procure work permits and such other documents as shall be necessary to enable IRMA and its Personnel to perform the services from the Government. and other authorities concerned by recommending the request of IRMA but to procure the permits & other documents etc shall be the responsibility of the IRMA and no claim on this account shall be permissible by NDMC.
- (b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

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

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

5.3 Services, Facilities and Property of the NDMC

- (a) The NDMC shall make available to the IRMA and its Personnel, for the Purposes of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said Appendix E.
- (b) In case that such services, facilities and property shall not be made available to the IRMA as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the IRMA for the performance of the Services.

5.4 Payment:

In consideration of the Services performed by the IRMA under this Contract, the "NDMC" shall make to the IRMA such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5 Counterpart Personnel:

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

- (b) Professional and support counterpart personnel, excluding NDMC's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the "Employer" shall not unreasonable refuse to act upon such request.

ANNEXURE – C: CHECKLISTS FOR REPORTING BY IRMA

Check List for Independent Review and Monitoring of Projects funded by JNNURM (Construction Stage)

1 General Details:

a. Name of the Project: Redevelopment of Connaught Place

b. Sector :

c. Project Code

d. City New Delhi

e. State GNCTD

f. Implementation Agency NDMC

g. Date of Visit

h. Date of DPR Approved by JNNURM

i. Officer in-charge / interacted:

j. Review Consultants Name:

1)

2)

3)

k. Number of visits already made:

2 Physical Progress:

1. Is there any discrepancy observed in the project milestones proposed not matching the approved DPR?

Yes /No

2. If yes, specify the components in which the discrepancies were observed?

List as indicated below:

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

3. Observe and report on the quality of construction materials used in the project and ascertain from the records

4. If any deviation against specification as given in the DPR, please specify

5. When there are major issues related to ascertain the quality of materials used, IRMA agency may prevail on quality assurance & check results.

3 Commercial Performance:

1. State whether Machineries and Equipments procured forming as part of the project according to the mile stones?
Yes / No

2. List the details of warranty, guaranty, licenses, insurance etc., for the equipments for the procured

3. List the details of Bank guarantee,

4 Financial Performance:

1. Report on verification of financial receipt statements of the project from different agencies?

2. Report on utilization funds flow of the project ?

3. If any discrepancy in the above two leading to major change in the overall project performance, please report in detail?

4. If there is any major variation in the overall project cost (+ 10%) report in detail?

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

Check List for Independent Review and Monitoring of Projects funded by JNNURM Trail Run and Testing Stage

1 General Details:

a. Name of the Project: Redevelopment of Connaught Place

b. Sector :

c. Project Code

d. City New Delhi

e. State GNCTD

f. Implementation Agency NDMC

g. Date of Visit

h. Date of DPR Approved by JNNURM

i. Officer in-charge / interacted:

j. Review Consultants Name:

1)

2)

3)

k. Number of visits already made:

1. List and verify the completion drawings "As built drawings" available with the ULB

2. List what are the Documentation of all operational instructions, manuals of equipments available with the O/M team?

3. What are the training arrangements made to the O/M team and bring out the actual training provided to the team as on date of reporting?

4. Report about the adequacy of training provided to the O/M team in terms of the following:

Level of staff trained	Higher level	Middle Level	Junior Level
Number of staff trained			
Adequate / Not adequate			
Time Duration			

1. Report about the Trial run / testing of the projects completed?

2. Indicate the problems / performance level of the plants /machinery during trial run stage?

3. If the performance level of the plants and machinery is not adequate and satisfactory, list the correction measures suggested?

Check List for Independent Review and Monitoring of
Projects funded by JNNURM
Post-Construction stage:

1 General Details:

a. Name of the Project: **Redevelopment of Connaught Place**

b. Sector:

c. Project Code

d. City New Delhi

e. State GNCTD

f. Implementation Agency NDMC

g. Date of Visit

h. Date of DPR Approved by JNNURM

i. Officer in-charge / interacted:

j. Review Consultants Name:

1)

2)

3)

k. Number of visits already made:

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

Performance of the Plants / machinery/ Project

Operational efficiency (%)

Capacity Utilization (%)

Break downs (Number of days / Number of times)

Shut downs (Number of days / Number of times)

Note:

For the projects involving Roads, FOB, ROB report on the performance of pavement failure,

Water supply, Sewerage – WTP, Pumping Station, STP and the pipe networks

SWM – Efficiency of composting plant,

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

For List of Empanelled Agencies as IRMA refer <https://www.jnnurmmis.nic.in>