

**INDIA**

(Name of the project)

(2017)

**RFP NO: Ref No./JSCL/2017/610/ADM/41    Date:26.09.2017**

**Selection of Consultant for (1) Preparation of Program for 24x7 Water Supply to cover Jabalpur City Corporation (2) Transaction Support including preparation of draft contract, bidding documents, assistance in bidding process till award of contract on PPP basis.**

**REQUEST FOR PROPOSALS**

JABALPUR SMART CITY LIMITED



## JABALPUR SMART CITY LIMITED

CIN-U75100MP2016SGC035536

No. No/JSCL/2017/610/ADM/41

Date : 26.09.2017

### **NOTICE INVITING TENDER**

Jabalpur Smart City Limited (SPV), invited online proposal for "Selection of Consulting Services for Preparation of Program for 24x7 Water Supply to Jabalpur City Corporation (2) Transaction Support including preparation of draft contract, bidding documents, assistance in bidding process till award of contract on PPP basis" Detail information can be downloaded from [www.mpeproc.gov.in](http://www.mpeproc.gov.in)

#### **Key Dates:**

Bid meeting	09, 10, 11/10/2017 at 01 PM
date for purchase the Tender	23.10.2017
date of online submission	26.10.2017, at 05.30 pm
date of opening fo Technical bids	27.10.2017
date of Physical Submission	31.11.2017, up to 05.30 pm
date of opening of Financial Bids	08.10.2017

**Executive Director  
Jabalpur Smart City Limited**

# CONTENTS

INDIA .....	1
REQUEST FOR PROPOSALS .....	1
Section 1. Letter of Invitation .....	1
Section 2. Instructions to Consultants.....	2
<b>DATA SHEET</b> .....	19
Section 3. Technical Proposal - Standard Forms .....	24
Section 4. Financial Proposal - Standard Forms .....	36
Section 5. Terms of Reference.....	44



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## Section 1. Letter of Invitation

**Ref No./JSCL/2017/610/ADM/41    Date:26.09.2017**

Dear Sir,

**Sub:** Selection of Consultant for (1) Preparation of Program for 24x7 Water Supply to cover Jabalpur City Corporation (2) Transaction Support including preparation of draft contract, bidding documents, assistance in bidding process till award of contract on PPP basis.

The Executive Director, Jabalpur Smart City Limited (JSCL) now invites Proposals to provide the following Consulting Services:

The objective of the present assignment is as follows:

- To structure the transaction and financing. and design the institutional model for the provision of continuous water supply services in Jabalpur City, on a PPP model
- To prepare the project reports, technical/environmental with information needed to duly support 24x7 water supply inJabalpur City Corporation.
- To prepare the contract and bidding documents for hiring the services of a qualified and experienced operator and provide transaction advisory services during the bidding and contracting process.

More details on the Services are provided in the attached Terms of Reference.

The RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Information to Consultants (including Data Sheet)
- Section 3 - Technical Proposal - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 - Terms of Reference
- Section 6 - Standard Form of Contract.

Yours sincerely,

Sd/-  
Executive Director  
JSCL, Jabalpur

## Section 2. Instructions to Consultants

<b>Definitions</b>	<p>(a) “Client” means the agency with which the selected Consultant signs the Contract for the Services.</p> <p>(c) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.</p> <p>(d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.</p> <p>(e) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.</p> <p>(f) “Day” means calendar day.</p> <p>(g) “Government” means the Government of Madhya Pradesh.</p> <p>(h) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides all information needed to prepare their Proposals.</p> <p>(i) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.</p> <p>(j) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant 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.</p> <p>(k) “Proposal” means the Technical Proposal and the Financial Proposal.</p> <p>(l) “RFP” means the Request For Proposal to be prepared by the Client for the selection of Consultants, based on the SRFP.</p> <p>(m) “SRFP” means the Standard Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.</p> <p>(n) “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(o) “Sub-Consultant” means any person or entity with whom the</p>
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	<p>Consultant subcontracts any part of the Services.</p> <p>(p) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
<b>1. Introduction</b>	<p>1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.</p> <p>1.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.</p>
	<p>1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client’s representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.</p>
	<p>1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.</p> <p>1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.</p>
<b>Conflict of Interest</b>	<p>1.6 The Consultants should provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any</p>

	<p>consideration for future work.</p> <p>1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:</p>
<b>Conflicting activities</b>	<p>(i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.</p>
<b>Conflicting assignments</b>	<p>(ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.</p>
<b>Conflicting relationships</b>	<p>(iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of</p>



	<p>Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.</p>
	<p>1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.</p> <p>1.6.3 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.</p>
<p><b>Unfair Advantage</b></p>	<p>1.6.4 If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.</p>
<p><b>Fraud and Corruption</b></p>	<p>1.7 The Client requires that all Consultants adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the Client :</p> <p>(a) defines, for the purpose of this paragraph, the terms set forth below as follows:</p> <p>(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly,</p>

	<p>of anything of value to influence the action of a public official in the selection process or in contract execution;</p> <p>(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;</p> <p>(iii) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Borrower, designed to establish prices at artificial, noncompetitive levels;</p> <p>(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.</p> <p>(b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;</p>
	<p>1.8 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with the above para. 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.</p> <p>1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).</p>
<p><b>Origin of Goods and Consulting Services</b></p>	<p>1.10 Goods supplied and Consulting Services provided under the Contract may originate from any country except if:</p> <p>(i) as a matter of law or official regulation, the Borrower’s country prohibits commercial relations with that country; or</p> <p>(ii) by an act of compliance with a decision of the United nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any imports of goods from that</p>

		country or any payments to persons or entities in that country.
<b>Only one Proposal</b>	1.11	Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.
<b>Proposal Validity</b>	1.12	The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
<b>Eligibility of Sub-Consultants</b>	1.13	In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria set forth in the Guidelines.
<b>2. Clarification and Amendment of RFP Documents</b>	2.1	Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.
	2.2	At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is

		substantial, extend the deadline for the submission of Proposals.
<b>3. Preparation of Proposals</b>	3.1	The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet.
	3.2	In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
	3.3	While preparing the Technical Proposal, Consultants must give particular attention to the following: <ul style="list-style-type: none"> <li>(a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.</li> </ul>
		<ul style="list-style-type: none"> <li>(b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.</li> <li>(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.</li> </ul>
<b>Language</b>	(d)	Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 of the Data Sheet. If Reference Paragraph 3.1 indicates two languages, the language in which the proposal of the successful Consultant will be submitted shall govern for the purpose of interpretation. It is desirable that the firm's Personnel have a working knowledge of the Client's national language.

<p><b>Technical Proposal Format and Content</b></p>	<p>3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.</p>
	<p>(a) (i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.</p> <p>(ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.</p> <p>(b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).</p> <p>(ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if</p>

	<p>any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).</p> <p>(c) (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.</p> <p>(ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.</p> <p>(d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).</p> <p>(e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.</p> <p>(f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).</p> <p>(g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.</p>
	<p>3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.</p>
<p><b>Financial Proposals</b></p>	<p>3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home</p>

	<p>office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.</p>
<b>Taxes</b>	<p>3.7 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such taxes amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.</p>
	<p>3.8 Consultants may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Client may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.</p> <p>3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.</p>
<b>4. Submission, Receipt, and Opening of Proposals</b>	<p>4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.</p> <p>4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".</p> <p>4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there</p>

	<p>are discrepancies between the original and the copies of the Technical Proposal, the original governs.</p> <p>4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the Loan/TA number and the name of the assignment, and with a warning “<b>DO NOT OPEN WITH THE TECHNICAL PROPOSAL.</b>” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the Loan, and be clearly marked “<b>DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE INSERT TIME PM ON INSERT DATE.</b>” The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.</p>
	<p>4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.</p> <p>4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.</p>
<p><b>5. Proposal Evaluation</b></p>	<p>5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants’ Proposal.</p> <p>Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p>
<p><b>Evaluation of Technical Proposals</b></p>	<p>5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and</p>



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		point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
<b>Financial Proposals for QBS</b>	5.3	Deleted.

<p><b>Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS)</b></p>	<p>5.4 After the technical evaluation is completed, the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.</p> <p>5.5 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.</p> <p>5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.</p> <p>5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet.</p>
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	<p>Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: <math>S = St \times T\% + Sf \times P\%</math>. The firm achieving the highest combined technical and financial score will be invited for negotiations.</p>
	5.8 Deleted.
<b>6. Negotiations</b>	6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
<b>Technical negotiations</b>	6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.
<b>Financial negotiations</b>	6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
<b>Availability of Professional staff/experts</b>	6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider

		substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.
<b>Conclusion of the negotiations</b>	6.5	Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.
<b>7. Award of Contract</b>	7.1	After completing negotiations the Client shall award the Contract to the selected Consultant, publish in UNDB on line and in the Development Gateway the award of the Contract, and promptly notify all Consultants who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.
	7.2	The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

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<b>8. Confidentiality</b>	8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of Client's antifraud and corruption policy.
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**DATA SHEET**

<b>Paragraph Reference</b>	
<b>1.1</b>	Name of the Client: Executive Director, Jabalpur Smart City Limited  Method of selection: Quality and Cost Based Selection [QCBS]
<b>1.2</b>	Financial Proposal to be submitted together with Technical Proposal: Online Only  Name of the assignment:  Selection of Consultant for (1) Preparation of Program for 24x7 Water Supply to cover Jabalpur City Corporation(2) Transaction Support including preparation of draft Contract, Bidding Documents, assistance in Bidding process till award of contract on PPP basis.
<b>1.3</b>	A pre-proposal conference will be held: Yes✓  Client's representative is:Chief Executive Officer , 09685043689
<b>1.4</b>	The Client will provide the following inputs and facilities – refer para 5ofTOR
<b>1.12</b>	Proposals must remain valid for 120 days after the submission.

<b>2.1</b>	Clarifications may be requested not later than days  The address for requesting clarifications is:  <b>JABALPUR SMART CITY OFFICE MANAS BHAWAN, WRIGHT TOWN JABALPUR.</b>
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<b>3.1</b>	Proposals shall be submitted in the following language:  English
<b>3.3 (a)</b>	Shortlisted Consultants may associate with other shortlisted Consultants: NA
<b>3.3 (b)</b>	The estimated number of professional staff-months required for the assignment is <b>INSERT</b> man months
<b>3.4</b>	The format of the Technical Proposal to be submitted is: FTP
<b>3.4 (g)</b>	Training is a specific component of this assignment: No✓
<b>3.6</b>	<ul style="list-style-type: none"> <li>(1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the Client's country for purposes of the Services;</li> <li>(2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;</li> <li>(3) cost of office accommodation, investigations and surveys;</li> <li>(4) cost of applicable international or local communications required for the purpose of the Services;</li> <li>(5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services;</li> <li>(6) cost of printing and dispatching of the reports to be produced for the Services;</li> <li>(7) other allowances where applicable and provisional or fixed sums (if any); and</li> <li>(8) cost of such further items required for purposes of the Services not covered in the foregoing.</li> </ul>
<b>3.7</b>	Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes  If affirmative, the Client will



	<ul style="list-style-type: none"> <li>- reimburse the Consultant for any such taxes paid by the Consultant: - Yes</li> <li>- Consultants are requested to consult tax consultants for guidance and indicate the estimated taxes and duties [as stated in ITC 3.3] separately in the financial proposal.</li> </ul>
<b>3.8</b>	Consultant to state local cost in the national currency: Yes ✓
<b>4.3</b>	Consultant must submit the original and 2 copies of the Technical Proposal, and the original of the Financial Proposal along with one copy
<b>4.5</b>	<p>The Proposal submission address is</p> <p><b>JABALPUR SMART CITY OFFICE MANAS BHAWAN, WRIGHT TOWN JABALPUR.</b></p> <p>Proposals must be submitted no later than the following date and time:  <b>Date: 31.11.2017</b>  <b>Time: UPTO 05.30 P.M.</b></p>

<p><b>5.2 (a)</b></p>	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; border-bottom: 1px solid black;">Points</th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultants relevant to the assignment:</td> <td style="text-align: right;">10</td> </tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td> <td style="text-align: right;">30</td> </tr> <tr> <td style="padding-left: 20px;">a) Technical approach and methodology.....</td> <td style="text-align: right; vertical-align: bottom;">20</td> </tr> <tr> <td style="padding-left: 20px;">b) Work plan .....</td> <td style="text-align: right; vertical-align: bottom;">5</td> </tr> <tr> <td style="padding-left: 20px;">c) Organization and staffing .....</td> <td style="text-align: right; vertical-align: bottom;">5</td> </tr> <tr> <td>(iii) Key professional staff qualifications and competence for the assignment:</td> <td style="text-align: right;">60</td> </tr> <tr> <td style="padding-left: 20px;">a) Team Leader .....</td> <td style="text-align: right; vertical-align: bottom;">20</td> </tr> <tr> <td style="padding-left: 20px;">b) Network Engineer .....</td> <td style="text-align: right; vertical-align: bottom;">10</td> </tr> <tr> <td style="padding-left: 20px;">c) Water Supply Engineer .....</td> <td style="text-align: right; vertical-align: bottom;">8</td> </tr> <tr> <td style="padding-left: 20px;">d) Financial Analyst .....</td> <td style="text-align: right; vertical-align: bottom;">8</td> </tr> <tr> <td style="padding-left: 20px;">e) Legal Expert .....</td> <td style="text-align: right; vertical-align: bottom;">8</td> </tr> <tr> <td style="padding-left: 20px;">f) Communication Expert .....</td> <td style="text-align: right; vertical-align: bottom;">6</td> </tr> </tbody> </table> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;"></th> <th style="text-align: right; border-bottom: 1px solid black;">Points</th> </tr> </thead> <tbody> <tr> <td>1) General qualifications <i>Insert three sub-criteria.</i></td> <td style="text-align: right; vertical-align: bottom;">30</td> </tr> <tr> <td>2) Adequacy for the assignment <i>Insert three sub-criteria.</i></td> <td style="text-align: right; vertical-align: bottom;">60</td> </tr> <tr> <td>3) Experience in region and language <i>Insert three sub-criteria.</i></td> <td style="text-align: right; vertical-align: bottom;">10</td> </tr> <tr> <td style="text-align: right;">Total weight:</td> <td style="text-align: right;">100%</td> </tr> </tbody> </table>		Points	(i) Specific experience of the Consultants relevant to the assignment:	10	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:	30	a) Technical approach and methodology.....	20	b) Work plan .....	5	c) Organization and staffing .....	5	(iii) Key professional staff qualifications and competence for the assignment:	60	a) Team Leader .....	20	b) Network Engineer .....	10	c) Water Supply Engineer .....	8	d) Financial Analyst .....	8	e) Legal Expert .....	8	f) Communication Expert .....	6		Points	1) General qualifications <i>Insert three sub-criteria.</i>	30	2) Adequacy for the assignment <i>Insert three sub-criteria.</i>	60	3) Experience in region and language <i>Insert three sub-criteria.</i>	10	Total weight:	100%
	Points																																				
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Total weight:	100%																																				
	<p>(iv) Total points 100</p> <p>The minimum technical score <math>S_t</math> required to pass is: <u>75</u> Points</p>																																				
<p><b>5.6</b></p>	<p>The single currency for price conversions is: Indian Rupees</p> <p>The source of official selling rates is: State Bank of India [SBI] B.C. Selling rate of Exchange.</p> <p>The date of exchange rates is: the last date for submission of proposals</p>																																				

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	indicated in Clause 4.5 of Data Sheet.
<b>5.7</b>	<p>The formula for determining the financial scores is the following: <math>S_f = 100 \times F_m / F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the lowest price and <math>F</math> the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are: <math>T = 0.80</math>; and <math>P = 0.20</math></p>
<b>6.1</b>	Expected date and address for contract negotiations: <b>INSERT DATE</b>
<b>7.2</b>	Expected date for commencement of consulting services <b>INSERT DATE</b>

### **Section 3. Technical Proposal - Standard Forms**

*[Comments in brackets [ ] provide guidance to the shortlisted Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]*

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

TECH-1 Technical Proposal Submission Form

TECH-2 Consultant's Organization and Experience

A Consultant's Organization

B Consultant's Experience

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

A On the Terms of Reference

B On the Counterpart Staff and Facilities

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

TECH-5 Team Composition and Task Assignments

TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff

TECH-7 Staffing Schedule

TECH-8 Work Schedule

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**Form TECH-1 Technical Proposal Submission Form**

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To:

**INSERT NAME AND ADDRESS OF TIA**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [*Insert a list with full name and address of each associated Consultant*]<sup>1</sup> as a Joint Venture confirming joint and several liability or as sub-consultants(*strike out whichever is inapplicable*).

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

---

<sup>1</sup> [*Delete in case no association is foreseen.*]

## **FORMTECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE**

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### **A - Consultant's Organization**

*[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]*

## B - Consultant's Experience

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages.]*

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N° of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	N° of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: \_\_\_\_\_

**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT**

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**A - On the Terms of Reference**

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phrasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*



**B - On Counterpart Staff and Facilities**

*[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]*

## **FORMTECH-4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

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*[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:*

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

*a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

*b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form 3H.*

*c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]*

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**FORMTECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS**

---

<b>1. Professional Staff</b>				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

<b>2. Support Staff</b>				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

---

**FORMTECH-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

---

1. **Proposed Position***[only one candidate shall be nominated for each position]:* \_\_\_\_\_

2. **Name of Firm***[Insert name of firm proposing the staff]:* \_\_\_\_\_  
\_\_\_\_\_

3. **Name of Staff***[Insert full name]:* \_\_\_\_\_

4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

5. **Education***[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* \_\_\_\_\_  
\_\_\_\_\_

6. **Membership of Professional Associations:** \_\_\_\_\_  
\_\_\_\_\_

7. **Other Training***[Indicate significant training since degrees under 5 - Education were obtained]:* \_\_\_\_\_  
\_\_\_\_\_

8. **Countries of Work Experience:** *[List countries where staff has worked in the last ten years]:* \_\_\_\_\_  
\_\_\_\_\_

9. **Languages***[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* \_\_\_\_\_  
\_\_\_\_\_

10. **Employment Record***[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From [Year]: \_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

<p><b>11. Detailed Tasks Assigned</b></p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p><b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b></p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	--

**13. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.



\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of staff member or authorized representative of the staff]* *Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_

FORMTECH-7 STAFFING SCHEDULE<sup>1</sup>

N°	Name of Staff	Staff input (in the form of a bar chart) <sup>2</sup>													Total staff-month input			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field <sup>3</sup>	Total	
<b>Foreign</b>																		
1		[Home]																
		[Field]																
2																		
3																		
n																		
										<b>Subtotal</b>								
<b>Local</b>																		
1		[Home]																
		[Field]																
2																		
n																		
										<b>Subtotal</b>								
										<b>Total</b>								

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

 Full time input  
 Part time input

### FORMTECH-8WORK SCHEDULE

N°	Activity <sup>1</sup>	Months <sup>2</sup>												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
N														

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

## Section 4. Financial Proposal - Standard Forms

*[Comments in brackets [ ] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]*

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Costs by Activity

FIN-4 Breakdown of Remuneration

FIN-5 Reimbursable expenses



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## FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

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To:

**INSERT NAME OF THE TIA**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures*<sup>1</sup>]. The amount of the local taxes, as identified/estimated is shown in the summary separately.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below<sup>2</sup>:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

We remain,  
Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

---

<sup>1</sup> Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

- 2 If applicable, replace this paragraph with: “No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution.”

**FORMFIN-2 SUMMARY OF COSTS**

<b>Item</b>	<b>Costs</b>			
	<i>[Indicate Foreign Currency # 1]<sup>1</sup></i>	<i>[Indicate Foreign Currency # 2]<sup>1</sup></i>	<i>[Indicate Foreign Currency # 3]<sup>1</sup></i>	<i>[Indicate Local Currency]</i>
1. Total Costs of Financial Proposal <sup>2</sup>				
2. Local Taxes and Duties @Taxes payable in India, Fees for technical services provided by foreign consultants, including duties on equipment imported as defined in Clause 1.8 of SCC				
Total Costs including Taxes				

Amount of financial Proposal including taxes

- 1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.
- 2 Indicate the total costs, net of local taxes, to be paid by the Client in each currency [Taxes are to be indicated in item 2]. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

## FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY<sup>1</sup>

Group of Activities (Phase): <sup>2</sup>	Description: <sup>3</sup>			
Cost component	Costs			
	[Indicate Foreign Currency # 1] <sup>4</sup>	[Indicate Foreign Currency # 2] <sup>4</sup>	[Indicate Foreign Currency # 3] <sup>4</sup>	[Indicate Local Currency]
Remuneration <sup>5</sup>				
Reimbursable Expenses <sup>5</sup>				
Subtotals				
2. Local Taxes and Duties @Taxes payable in India, Fees for technical services provided by foreign consultants, including duties on equipment imported as defined in Clause 1.8 of SCC				
Consultancy Service Tax payable in India				
TOTAL				

1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.

2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.

3 Short description of the activities whose cost breakdown is provided in this Form.

4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.

5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

## FORM FIN-4 BREAKDOWN OF REMUNERATION<sup>1</sup>

(This Form FIN-4 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

Name <sup>2</sup>	Position <sup>3</sup>	Staff-month Rate <sup>4</sup>
<b>Foreign Staff</b>		
		[Home]
		[Field]
<b>Local Staff</b>		
		[Home]
		[Field]

- 1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.



## FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES

(This Form FIN-5 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

N°	Description <sup>1</sup>	Unit	Unit Cost <sup>2</sup>
	Per diem allowances	Day	
	International flights <sup>3</sup>	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [ <i>Insert place</i> ] and [ <i>Insert place</i> ]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the Client's personnel <sup>4</sup>		

- 1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 2 Indicate unit cost and currency.
- 3 Indicate route of each flight, and if the trip is one- or two-ways.
- 4 Only if the training is a major component of the assignment, defined as such in the TOR.

## Section5. Terms of Reference

### 1. Introduction:

Jabalpur is the third largest city in the State of Madhya Pradesh. The city has a population of 10 Lakhs (2011) and the current population is said to be around 12lakhs. The Jabalpur Municipal Corporation (JMC) is in charge of the civic and infrastructural assets of the city. JMC is responsible for catering to the drinking water and commercial water demand of the city. The city is blessed with perennial water source and good rainfall and there is large scope for improving the water supply.

Jabalpur has about **300 MLD installed capacity** and about **240 MLD production** distributed through **1.4 lakh customer connections** servicing **2.2 lakh properties**. The city gets an average 3 hours of water supply in a day. The table below summarises key SLB indicators:

Indicator	SLB
Coverage of WS connections (Population)	68.27%
Per capita availability of WS at consumer end	147 lpcd
Extent of metering of WS connections	6.35%
Extent of Non-Revenue Water (as given in DPR)	30%
Continuity of Water Supply	3 hours/day
Cost recovery in Water Supply	50%
Efficiency in collection of Water Supply Charges	30%

#### *Source*

At present, the Municipal Corporation of Jabalpur draws about 269 MLD of water from the surface sources and the tube wells. The Table given below presents a summary of the quantity of water drawn by MCJ from the various sources:

Source	Withdrawal quantity (MLD)
<b>Pariyat Dam and PhaguaNallah</b>	45
<b>Khandari Reservoir and Gaur River</b>	27
<b>Narmada River (Lalpur Water Works)- Phase I &amp; II</b>	97
<b>Narmada River (Ramnagra Waterworks)</b>	80
Total surface water	<b>249</b>
<b>Tube wells</b>	20
Total from all sources	<b>269</b>



**Treatment capacity**

There are four Water Treatment Plants in Jabalpur City with a total installed capacity of **298 MLD**. The table elaborates the various schemes and their individual installed capacities:

Raw water source	Water Treatment Plant	Plant Installed capacity (MLD)
Pariyat Dam, Phagua canal	Ranjhi WTP	54
Khandari dam, Gaur river	Bhongadwar WTP	27
Narmada River	Lalpur WTP 1, 2	97
Narmada River	Ramnagra WTP	120
	<b>Total</b>	<b>298</b>

**Storage capacity**

There are 44 service/balancing reservoirs in the city with a total capacity of 75million litres.

**Transmission and Distribution Networks**

The city has about 100 km of transmission and feeder networks as shown below.

Diameter (mm)	Length in Running Meters			
	Mild Steel	Ductile Iron	Cast Iron	All materials
<b>150</b>	0	6,398	639	7,037
<b>200</b>	0	3,827	0	3,827
<b>250</b>	35	3,812	35	3,882
<b>300</b>	0	11,059	7,013	18,072
<b>350</b>	0	5,347	0	5,347
<b>400</b>	0	8,967	7,568	16,535
<b>500</b>	0	3,087	178	3,265
<b>600</b>	0	2,377	2,682	5,059
<b>700</b>	0	0	10,301	10,301
<b>750</b>		12,124	5,004	17,128
<b>900</b>	0	2,717	0	2,717
<b>1,000</b>	0	3,801	0	3,801
<b>1,100</b>	1,139	0	0	1,139
<b>1,300</b>	419	0	0	419
<b>All Diameters</b>	1,593	63,516	33,420	98,529

**Distribution network**

The city has about 1200 km of road network in the corporation limit whereas the length of distribution network for water supply is 725km as shown in the table below.

SI No.	Material Length in Km						
	Dia	PE	CI	GI	AC	DI	Total
1	50mm	2	5	17			24
2	75mm	4	10	21	20		55
3	100mm	462	3	2	5	2	474
4	150mm	32	18	3	1	3	57
5	200mm	3	13	1	1	10	28
6	250mm	3	6			4	13
7	300mm	4	17			9	30
8	350mm	1	3			4	8
9	400mm	3	3			2	8
10	450mm	3	5			1	9
11	500mm	3	2			2	7
12	600mm		8			3	11
13	700mm		1				1
	Total Length	520	94	44	27	40	725
	Proportion	72%	13%	6%	4%	6%	100%

Cast Iron (CI) pipelines were laid in the year 1985 and Asbestos Cement (AC) pipelines were installed during late 80s. The Ductile Iron (DI) and Poly Ethylene (PE) pipes were laid during 2012 and 2013 under Project Uday funded by the Asian Development Bank.

Except the GI pipes and AC pipes which together constitute 10% (84km) of the networks, the remaining pipes have reasonably long asset life at least for another 20 years.

#### *Customer connections*

There are 219,125 property tax assessments in Jabalpur city. Against this the number of connections for water supply in Jabalpur city is 141,654 resulting in a coverage of ~65%.

Zone #	Properties	Connections	Coverage
1	19866	12868	65%
2	20269	14230	70%
3	17544	13459	77%
4	13919	10315	74%
5	8375	5660	68%
6	12993	9396	72%
7	17644	11028	63%
8	21565	17341	80%

9	8476	8225	97%
10	13268	8344	63%
11	11747	8869	76%
12	8175	5919	72%
13	9772	4666	48%
14	17588	8020	46%
15	17924	3314	18%
<b>Total</b>	<b>219125</b>	<b>141654</b>	<b>65%</b>

### ***Supply hours***

The present water supply is intermittent - twice a day for durations of 90 minutes each (ie 6 AM to 730 AM and 6 PM to 730 PM). During each supply shift (of 1.5 hours), the service reservoirs supply to parts of their respective zones. The supply cycle is repeated in the evenings. The supply from tube wells distributed through local distribution networks is also largely organized in a similar fashion, subject to availability of power, as most of the tube wells are directly connected to the distribution network.

### ***Water Charges***

The JMC have two different water tariffs in place, one for metered connections and one for un-metered connections. These are further split down to rates within the city limits and Rates outside the city limits. The rates differ depending on the diameter of the connection service pipe. The prevailing tariffs are shown in the following tables.

#### **Prevailing Metered Water Tariffs**

Sl.No.	Diameter	Rates within City Limits		Rates outside city Limits	
		Current rates (per KL)	Revised rates (per KL)	Current rates (per KL)	Revised rates (per KL)
1	1/2 inch and 3/4 inch residential	7.50	9.00	9.00	12.00
2	1 Inch and above dia connection - Residential/ Bulk supply	15.00	18.00	21.00	25.00
3	Raw Water	10.00	12.50	10.00	20.00

#### **Prevailing Un-Metered Water Tariffs**

Sl.No.	Diameter	Rates within City Limits		Rates outside city Limits	
		Current rates per month 2012-13	Revised rates per month 2013-14	Current rates per month 2012-13	Revised rates per month 2013-14
1	1/2 Inch dia Residential	140	140	250	250
2	1/2 Inch dia Commercial	400	500	500	600
3	3/4 Inch dia - Residential	250	400	400	550

4	3/4 Inch diaCommercial	1340	1500	1800	2050
5	1 Inch dia	2500	3000	3600	4000
6	1 ½ inch dia	5625	6000	7000	8000
7	2 Inch dia	10000	12000	13100	15000
8	3 Inch dia	22500	25000	26400	30000
9	4 Inch dia	40000	45000	53000	55000
10	6 Inch dia	90000	100000	106000	110000
11	8 Inch dia	160000	175000	176000	200000
12	10 Inch dia	250000	300000	309000	350000

### Customer Complaints

The table below shows the number of leak repairs over a 12-month period. It shows that there were more repairs done on network pipes than connection pipes. This normally should be the other way around with many more repairs being done on connection pipes. However, a likely reason for this is that connections are deemed as the responsibility of customers and they themselves should fix any problems.

Table Number of Leak Repairs over 12-month period.

Month	Networks	Connections	Gate Valves
<b>Jan-16</b>	1018	67	65
<b>Feb-16</b>	840	53	39
<b>Mar-16</b>	805	73	78
<b>Apr-16</b>	726	76	74
<b>May-16</b>	843	90	88
<b>Jun-16</b>	844	86	78
<b>Jul-16</b>	780	94	63
<b>Aug-16</b>	757	68	42
<b>Sep-16</b>	926	50	63
<b>Oct-16</b>	967	68	68
<b>Nov-16</b>	997	52	45
<b>Dec-16</b>	1021	59	30
<b>Total</b>	10524	836	733

### Assessment of system input volume

The system input volume into the service reservoirs has been measured with ultrasonic flow meters and the flow data analysis indicated following status.

Sl.No	Source	Production	System Input	Transmission losses	
				mld	%
<b>1</b>	Ranjhi	43	31	12	28%
<b>2</b>	Bhongadwar	22	19	3	14%
<b>3</b>	Lalpur 55mld	35	32	3	9%

4	Lalpur 42mld	35	29	6	17%
5	Ramanagar	81	74	7	9%
	Total	216	185	31	14%

Sl.No	Source	Water Distribution Loss in		
		%	Litres/conn/day	Cum/Km/day
1	Ranjhi	19%	460	67
2	Bhongadwar	16%	430	58
3	Lalpur 55mld+42mld	26%	310	76
4	Ramanagar	49%	710	97
	Total	33%	500	84

#### Leak Repair

Analysis of leak repair history during the year 2016 is summarised in the following table.

Month	Networks	Connections	Gate Valves
Jan-16	1018	67	65
Feb-16	840	53	39
Mar-16	805	73	78
Apr-16	726	76	74
May-16	843	90	88
Jun-16	844	86	78
Jul-16	780	94	63
Aug-16	757	68	42
Sep-16	926	50	63
Oct-16	967	68	68
Nov-16	997	52	45
Dec-16	1021	59	30
Total	10524	836	733

#### Jabalpur Water Balance in IWA Format – All units in cubic meters per annum

System Input Volume	Authorised Consumption	Billed Metered Consumption		Revenue Water	
78840000	48996000		12117000	Non-Revenue Water	
			33194000		
	Water Losses				
29844000					

### Ongoing Projects

JMC and JSCL have been implementing following projects for improving water supply services in the city.

- a) Construction of 14nos of service reservoir and expanding the network to cover the recently included peripheral villages under AMRUT Program at a cost of Rs.150cr.
- b) 24x7 water supply by rehabilitating the water distribution system in the selected area for Area Based Development (ABD) covering Wards 19, 20, 21, 32, 33 and 34 in the city under SMART City program
- c) Smart metering project for providing ultrasonic smart (AMR) meters to all bulk and commercial connections in the city

## 2. Study Objectives

The objectives of the present assignment are as follows:

- To structure the transaction, financial structuring and institutional model design for the provision of continuous water supply services in the city
- To prepare the project reports, technical/environmental with information needed to duly support the 24x7 Water Supply to cover Jabalpur City Corporation on a PPP model.
- To prepare the Contract and Bidding Documents for hiring the operator and provide advisory services during the bidding and contracting process.

## 3. General Scope of Services:

The role of the consultant and the scope of services are set out in following sections. The activities envisaged in the assignment are presented below:

<b>TASK</b>	<b>SCOPE</b>
<b>A.</b>	Structure the PPP transaction for city wide 24/7 water supply service from technical, commercial and financial standpoint, duly examining different options, institutional models, and analyzing risks, sources of funding, market conditions. The result is a proposal for the institutional models for operation and oversight to be used and the conditions of the transaction.
<b>B</b>	Prepare a general plan for the program, outlining scope of works, phases, cost estimates, O&M costs and tariff implications, environmental and social analysis. This would be based on preparing and aggregating specific Project Reports, duly analyzing the existing water supply situation, resources, infrastructure capacities, expansion of service to meet the demand needs, cost estimates, financial, environmental, social, implications and operational plan. Prepare bidding documents for hiring the operator, including the “Draft Contract” for

	implementation of the proposed PPP scheme, duly taking in to consideration legal, regulatory and institutional aspects.
C	Assist the state agency during the hiring of the operator.

#### 4. Detailed Scope of Services and Activities under the Proposed Tasks:

##### **TASK A:Design of transaction under PPP model**

The aim of this activity is to determine the terms of the transaction, including the financial structuring and duration, the most appropriate form of public private partnership and institutional model applicable to provide the water supply service the city. This is expected to be carried out based on risk analysis and market analysis. The consultants will carry out the following activities:

- (a) Propose an institutional and legal model for the transaction. Identify and analyse the possible PPP options for provision of 24x7 water services, considering co-financing of capital cost of project works by the Operator and therefore considering models of longer duration and appropriate risk allocation to all parties.
- (b) Prepare a risk matrix of the various options proposed
- (c) Prepare a financial model for the service including sensitivity analysis to costs, demand and tariffs. Review existing level of tariffs focusing on cost recovery extent of cross-subsidy and extent to which present tariff levels meet affordability objectives; assess tariff implications of major PPP options and sustainable delivery of Water supply services.
- (d) Propose a financial structure for the transaction. This should be based on an analysis of scenarios comprising realistic financial projections of the water supply and, if warranted, sewerage services in different scenarios, a risk assessment for the GoMP, municipalities and operator, demonstrating the viability of the financial scenarios. The scenarios should consider different contract durations, cost of different resources, risk allocations, and address issues of capital structuring (grants, loans, contribution from state and local governments/ cities, and private sector equity), project finance, O&M costs, subsidy requirement, and delivery mechanism. Scenarios can be cash flow based projections and should comprise no less than 10 years.

For the above it is expected that the consultants:

- Conduct market sounding and gather feedback to provide inputs in the design, structuring and risk allocation framework. This will entail consultation with potential developers, operators and financiers interested in water supply services projects.
- Consult the respective City Corporations before finalizing the PPP structure and obtain their approval for the finalized structure.
- Take into consideration the contexts of social acceptability and of the political economy

- The role of municipality is key, as constitutionally mandated to be responsible for water and sanitation service. Particular attention and analysis are required for deciding on the provision of bulk water supply, and on the sewerage service

As a result of this task, the consultant should prepare a report with the scenarios and respective analysis (risk allocations, legal and financial implications); concluding in the recommendation for the proposed institutional model and financial structuring of the transaction.

## **TASK B. Preparation of Planning of proposed 24X7 Program**

The aim of this task is to prepare the investment program for upgrading the water supply service city-wide. This includes establishing service upgrading strategy, determining implementation phases, establishing the main activities of works and goods to be carried out with estimated quantities, preparing capital investment plans for implementation of the project including O&M period, estimating program investment costs and establishing a timeframe for project implementation. The program for the upgrading of the city-wide water service is to be based on a continuously pressurised distribution system (24/7 supply), and is to be supported by data and arguments sufficient to enable the municipality satisfy themselves of its practicability, affordability and sustainability. This task entails the following main activities:

- a) study of existing system data collection on present water supply system
- b) analyzing and establishing the present service levels
- c) determining water supply demand
- d) determining investment needs and costing
- e) designing incentives to the operator, especially to limit the CAPEX
- f) assessment of operational requirements to ensure efficient service delivery
- g) preparation of an implementation plan
- h) preparation of Draft Contract under PPP model and bidding documents
- i) preparation of Project Reports

Expanding the above mentioned critical activities the scope of services are detailed below:

### **4.1 Study of Existing System:**

The Consultant shall collect data on the existing water supply systems and determine the current levels of water supply services. This should be done through a rapid survey and is expected to physically verify the authenticity of information collected through necessary field investigations. The study of the existing system essentially includes but should not be limited to (i) technical aspects (status and capacity of existing infrastructure, quantity, quality and reliability of service delivery, ongoing and planned capital investment programs; (ii) commercial aspects (customer base, billing and collection, metering etc.), (iii) services to the poor, (iv) financial aspects including operational costs, tariffs and collection, and (v) existing institutional models and human resources. Detailed activities for preparing the service status and demand projections are as under:



**Technical:**

- (a) Present water supply services starting from source to customer point.
- (b) Capacity of existing water sources
- (c) Baseline data on present service; hours of supply, frequency of supply, rationing schedule, quality of delivered water, pressure, coverage of the existing system.
- (d) Water treatment facilities – age, installed capacity, present production and condition assessment
- (e) Pumping machinery capacity, age, capability, condition assessment
- (f) Transmission networks – age, length of mains, capacity, type of materials, repairs history, condition assessment
- (g) Service reservoirs, age, capacity, hydraulic levels, condition assessment
- (h) Distribution system – primary and secondary distribution system coverage, age, capacity, type of materials, leakage history and repairs
- (i) Brief outline of tertiary distribution networks, % of coverage, type of materials, length of mains and leakage history.
- (j) Ongoing capital or rehabilitation works including augmentation or expansion of networks etc.

**Commercial:**

- (a) Historical growth of customers, properties, connections – legal and illegal, meters and stand-posts, storage practices
- (b) Billing system – current billing system, cycle, meter reading, preparation of bills, delivery of bills, collection mechanism
- (c) Customer complaints, redressal system and follow up
- (d) Meter accuracy, illegal connections, state of the customer database and revenue audit.

**Services to Poor:**

There shall be a focused assessment of present services to the urban poor in the project ULBs. This would comprise of:

- (a) Demographic and geographical mapping of the urban poor
- (b) Present service arrangements, coverage and service levels
- (c) Socio economic profile of urban poor

**Financial:**

- (a) Operation and maintenance costs with a break up of energy, chemicals, consumables, staff, repairs and maintenance costs and estimate the cost of service delivery. Breakup between bulk water supply treatment and distribution.
- (b) Income from operations, tariffs, connection charges, demand, collection, collection efficiency, debt recovery, write off.
- (c) Asset valuation and indicative balance sheet for each city.

**Human Resources:**

- (a) should look at the institutional arrangements vis a vis the ULB and propose changes that would be needed in order to develop its capacity to provide the water supply and sanitation services, by overseeing the proposed contract with the operator.
- (b) should evaluate options for staff utilisation under the proposed PPP options.
- (c) should present exit strategies, which should be sustainable.

As a result of the above, prepare key base maps of city with details on wards, water supply infrastructure, transmission networks, balancing and service reservoirs, primary and secondary distribution networks in AutoCAD format (1:2000). Also, suggest an institutional structure to develop capacity of municipality to provide water supply and sanitation services.

JSCL had already undertaken studies for (i) NRW assessment and developing strategy for reduction; (ii) augmentation of water supply by increasing service storage and expansion of networks to cover recently included villages under AMRUT program and (iii) 24x7 water supply to ABD area under SMART city program. The Transaction Advisor can make use of these study findings and also integrate the ongoing contracts while designing the transaction.

#### **4.2 Demand projections:**

The consultant shall analyze the existing system in terms of capacity, capability and determine the needs for meeting the agreed service levels. Demand should be projected until year 2048. Key detailed activities are listed below:

- Analysis of the system and end-user data in order to determine per capita supply for present and projected population.
- Determination of the indicative losses in the system both physical and commercial and preparing base-line water balance.
- Growth of the city in terms of geographical boundaries, number of wards, slums, residential and commercial properties, industries
- Historical and future growth of the city in terms of geography and demography including urban poor
- Assessment of present and future projected water supply demand for domestic, non-domestic, institutional, commercial, industrial and other categories within the present and projected future service area. Calculations and scenarios should be based on a demand management programme (assuming metering and volumetric tariffs and pricing that covers at least 100% O&M)
- determine the sufficiency, reliability and dependability of available water resources during peak and off-peak demands and seasonal variations for ensuring a continuous, pressured water services

The consultant shall identify and propose for improving the services to 24x7. The focus shall be in optimizing the performance and efficiency of existing assets and to plan the investments which are financially sustainable.

#### **4.3 Service Targets, Investment Program and Cost Estimates**

The Consultant shall set out an implementation plan. For the progressive upgrading of city-wide water services with the objective of meeting those water service performance targets in a coherent practical, affordable and sustainable manner. These plans should include the scope of works required, sequencing of the geographical areas for implementation. cost estimates, and implementation timeline. Main activities include:

- Propose water service performance targets to be applied aimed at improving water service provided. Targets should be in terms of:
- Water supply connections (as per demand from customers paying for service);
- Water is provided through a continuously-pressurised distribution system (24/7 supply), sufficient in quantity to satisfy all reasonable needs and with a quality that meets national and state norms;
- Prepare investment needs for each development phase as appropriate. Investment needs should be based on broad estimates of key water supply system components and items. While it is assumed that no investments in bulk water supply are required, the consultants should add investments that are found necessary.
- Prepare estimates for capital investment All capital investment needs to be designed and costed as well as operational needs and costs estimated. The Degree of accuracy should be +/- 15%, and the resulting implications for water service charges and willingness/ability to pay must be tested by the consultant against the resulting upper and lower limits of that degree of accuracy.
- Prepare program implementation timeframes (by semester) for each city and for each construction phase. Total construction duration should not exceed 4 years.

The consultant should produce and phase the implementation program to progressively cover specific areas of the each of the cities to a stated timeframe.

#### **4.4 Tariff Proposals**

Based on the existing system and on the state's tariff framework formulate the tiered system of volumetric water service charges for each city, if necessary phasing the progressive increase in those charges, so that water service income covers at least the operational costs of providing that service – taking into account any subsidies that may be available to the ULBs.

#### **4.5 Other Activities:**

- (a) The Consultant shall carryout environment and social impact assessments of switching over to continuous pressured water supply, which should satisfy the requirements of the State Pollution Control Board as well as GoI norms.
- (b) The Consultant should review the ongoing programs and investment plan for improving the sewerage and sewage disposal in terms of addressing the problems that either lack of it or the need for increasing the capacity necessitated due to introduction of continuous pressured water services in the entire city.

#### **4.6 Preparation of Draft contract and bidding documents**

The consultant should prepare the bid documentation for seeking offers from suitably-qualified companies to undertake the implementation programme and to operate the water services. The consultant to propose the qualifications sought of bidders and the duration of the contract.

Based on the accepted PPP transaction model and on the proposed project targets and implementation program the consultant should prepare the draft contract for the full duration of Operators contract.

The consultant should also prepare the bidding documents for procuring the operator. The consultant should assume it will be an international competitive bidding process, and the financial structuring includes multilateral or bilateral financiers, the bidding should also abide by the requirements of any such institutions.

### **TASK C      Advisory Services for the Transaction**

The consultant should provide advice and support during the procurement process to hire the operator. This advice/support would comprise full accompanying of the process, producing all necessary documentation and helping in information management, advising on interaction with proponents and stakeholders, evaluation of bids (RFPs) and contract negotiations upon request. The Consultant should also help establish a framework for Executive/overseeing the contract. This includes mainly:

- Prepare prequalification documents and assist in pre-qualification process
- Prepare and help manage the information desk for the transaction,
- assist in pre-bid meetings, preparation of addendums/corrigendums as needed
- assist in evaluation of bids (RFPs) and negotiations of the contract.
- Prepare a contract management system and operation manual
- Assist in establishing the contractual phase, including training of personnel in charge of the regulation of the contract, as well as building capacity of contract signatories to undertake their role.

### **DELIVERABLES AND SCHEDULE OF COMPLETION OF TASKS**

<b>Sl. No.</b>	<b>Deliverable/Mile Stone</b>	<b>Elapsed Timeframe from the date of signing of the Contract (Months)</b>
<b>1.</b>	Report on the existing water supply system	1
<b>2.</b>	(a) Draft structuring of the transaction	2
	(b) Draft Project Reports.	4
	(c) Draft Bidding Documents (RFP)	4
	(d) Pre Qualification Document for selection of Operator/Operators	3
<b>3.</b>	(a) Final Project Reports	5

Sl. No.	Deliverable/Mile Stone	Elapsed Timeframe from the date of signing of the Contract (Months)
	(b) Final Bidding Documents (RFP)	5
	(c) List of Pre-qualified Operators	5
4.	Evaluation Report for selection of Operator/ Operators	7

#### PAYMENTSCHEDULE:

Sl.No	Deliverable/Mile Stone	Payment
1 (a)	Advance on commencement date against Bank Guarantee	20%
1(b)	On submission of report on the existing water supply system	10%
2(a)	On submission of report on Draft structuring of the transaction	10%
2(b)	On submission of Draft Project Reports	10%
2(c)	On submission of Draft Bidding Documents (RFP)	10%
2(d)	On approval of Pre-Qualification Document for selection of Operator/Operators	10%
3(a)	On approval of Final Project Reports	10%
3(b)	On approval of Final Bidding Documents (RFP)	10%
4	On approval of Evaluation Report for selection of Operator	10%

#### List of key professional positions whose CV and experience would be evaluated:

It is envisaged that the prospective Consultants will deploy skills internally or procure them from outside experts. The Consultant Team shall comprise of:

**Team Leader** - A senior Urban WSS and PPP Expert with relevant minimum experience of 25 years in design and evaluation of PPP projects in urban WSS sector and excellent understanding of technical, economic, financial and institutional issues related to WSS operation in medium size cities in developing countries. This expert will lead the consultant team and guide/ supervise all the assessments. Higher marks would be provided for professional **having experience of running water utilities outside India and at the same time having extensive experience in India.**

**Network Engineer**—A Technical expert shall at least be a professionally qualified Civil Engineer with a minimum 10 years of experience in distribution management and network design. He should have undertaken at least 2 assignments of hydraulic modelling in 2 different cities in the past 3 years.

**Water Treatment Expert** –Shall be a professionally qualified Post Graduate Civil or Chemical Engineer with a minimum of 10 years of experience in design, installation and operations of water treatment plants.

**Financial Expert**– Shall be professionally qualified Chartered Accountant with minimum 25 years of experience in capital investment planning, financial due diligence, cost benefit

economic analysis, phasing of expenditure, tariff analysis in urban infrastructure assessment. He should have handled atleast one assignment in the investment planning of water services for an urban area.

**Legal Expert** - A national legal expert with at least 10 years' experience with proven skills in negotiating and writing PPP contracts; the legal expert must have relevant knowledge of WSS laws, municipal laws and a good understanding of key legal and regulatory issues in provision of WSS services under PPP arrangements.

**Communications Expert** - A Senior Public Relations and Communications Specialist with sound understanding of key stakeholders and communications issues in urban WSS reform and relevant experience in designing effective communication strategies/ programs in India and other developing countries.