



# Kerala Institute of Local Administration

(Local Self Government Department, Government of Kerala)

Mulamkunnathukavu P.O

Thrissur – 680 581

Invites

REQUEST FOR PROPOSAL FOR THE SELECTION OF  
CONSULTING FIRM

for

PREPARATION OF DETAILED PROJECT REPORT OF  
SEWERAGE TREATMENT UNIT

**Tender No.2017/101/3165**

**Issued on: 06 .12.2017**

**Employer: Director  
Kerala Institute of Local Administration ( KILA)  
Mulamkunnathukavu P.O  
Thrissur- 680 581**

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KILA, Mulamkunnathukavu, Thrissur



<b>Project Name:</b>	<b>Detailed project report preparation for sewerage treatment unit</b>
<b>Name Of The Department:</b>	
<b>Title Of Consulting Services:</b>	

Pre-bid meeting	
Last date of submission of tender	15. 12.2017, 03.00 PM
Date of opening of technical Bid	16.12.2017 , 03.00 PM
Date of opening financial Bid	20.12.2017 ,03.00PM



# Section 1

## Instructions to Consultants

### Part I

#### Standard

#### 1. Definitions

- (a) “Employer” means the Department who has invited the bids for consultancy services and/ or with which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.
- (b) “Consultant” means any entity or person or associations of person that may provide or provides the Services to the Employer under the Contract.
- (c) “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 project Specific Conditions (SC), and the Appendices.
- (d) “Project specific information” means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the government of India
- (g) “Instructions to Consultants” (Section 1 of the RFP) means the document which provides Consultants with all information needed to prepare their proposals. .
- (h) “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; “Domestic Personnel” means such professionals and support staff who at the time of being so provided had their domicile in India.
- (i) “Proposal” means the Technical Proposal and the Financial Proposal.
- (j) “RFP” means the Request for Proposal prepared by the Employer for the selection of Consultants.
- (n) “Assignment/job” means the work to be performed by the Consultant pursuant to the



Contract.

- (o) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Assignment/job.
- (p) “Terms of Reference” (TOR) means the document included in the RFP as Section 4 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.

## 2. Introduction

- 2.1 The Employer named in the Part II Data Sheet will select a consulting firm/organization (the Consultant), in accordance with the method of selection specified in the Part II Data Sheet.
- 2.2 The name of the assignment/Job has been mentioned in Part II Data Sheet. Detailed scope of the assignment/ job has been described in the Terms of Reference in Section 4.
- 2.3 The date, time and address for submission of the proposals have been given in Part II Data Sheet.
- 2.4 The Consultants are invited to submit their Proposal, for consulting Assignment/job named in the Part II Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.5 Consultants should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/job and Local conditions, Consultants are encouraged to meet the Employer’s representative named in part II Data Sheet before submitting a proposal and to attend a **pre-proposal meeting** if one is specified in the Part II Data Sheet. Attending the pre-proposal meeting is optional. Consultants should contact the Employer’s representative to arrange for their visit or to obtain additional information on the pre-proposal meeting. Consultants should ensure that these representatives are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.6 The Employer will provide at no cost to the Consultants the inputs and facilities specified in the Part II Data Sheet, assist the consultants in obtaining licenses and permits needed to carry out the Assignment/job, and make available relevant project data and reports.
- 2.7 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer 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.

## 3. Eligibility of Association of consultants and Sub-Consultants

- 3.1. If the consultant has formed an association of consultants, each member of the association of consultant shall be evaluated as per the qualification/ eligibility criteria set forth in Part II data Sheet. The combined score of the each member of the association of consultant shall be taken into account for evaluation purpose. If any member of the association of



consultants is dropped at the RFP stage, such an association of consultant is liable to be rejected by the Employer. However, the Employer, at its sole discretion, may decide to evaluate for short-listing such association of consultant without considering the strength of the dropped member and if found eligible, may allow such association of consultant to submit their proposal.

- 3.2. A consultant may associate with consultants and /or individual expert at the time of submission of proposal with. Under such circumstances each member of the association of consultant shall be evaluated as per the qualification/ eligibility criteria set forth in Part II data Sheet. The combined score of the each member of the association of consultant shall be taken into account for evaluation purpose. However, the Employer shall deal with only the lead member for the purpose of this assignment. Although the contract shall be signed by all the members of the associations of the consultants, the lead member of the association of the consultant shall be responsible and liable to the Employer for every aspects of their proposal, contract etc.

#### **4. Clarification and Amendment of RFP Documents**

- 4.1 Consultants may request a clarification on any clause of the RFP documents up to the number of days indicated in the Part II Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Part II Data Sheet. The Employer 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 Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 4.2 below.

- 4.2 At any time before the submission of Proposals, the Employer 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 Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

#### **5. Conflict of Interest**

- 5.1 Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.
- 5.2 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:



**Conflicting Assignment/job;** (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same or for another Employer. 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 Employer in the privatization of public assets shall not purchase, nor advice purchasers of, such assets. **Similarly, a Consultant hired to prepare Terms of Reference for an Assignment/job shall not be hired for the Assignment/job in question.**

**Conflicting relationships** (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, 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 Employer throughout the selection process and the execution of the Contract.

5.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.

5.4 No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies.

## 6. Unfair Advantage

6.1 If a Consultant could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per para 5 above, the Employer shall make available together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

## 7. Proposal

7.1 Consultants may only submit one proposal for the assignment. 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.



## 8. Proposal Validity

8.1 The Part II Data Sheet to consultant 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 and also the financial proposal unchanged. The Employer will make its best effort to complete negotiations within this period. Should the need arise, however, the Employer 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 and their financial proposal remain unchanged, 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; under such circumstance the Employer shall not consider such proposal for further evaluation.

## 9. Preparation of Proposals

9.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Employer shall be written in English language, unless specified otherwise.

9.2 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.

9.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

- (a) If a Consultant considers that it may enhance its expertise for the Assignment/job by associating with other Consultants in sub-consultancy, it may associate with other Consultant.
- (b) The estimated number of Professional staff-months for the Assignment/job is as shown in the Part II Data sheet. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants. While making the proposal, the consultant must ensure that he proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.
- (c) Alternative professional staff shall not be proposed, and only one curriculum vita (CV) may be submitted for each position mentioned.

9.4 Depending on the nature of the Assignment/job, Consultants are required to submit a Technical Proposal (TP) in forms provided in Section-2. The Part II Data sheet in Section-I indicates the formats 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 2). Form Tech – I in Section-II is a sample letter of technical proposal which is to be submitted along with the technical proposal.

- (a) A brief description of the consultant's organization and in the case of a consortium/ joint venture, of each partner, will be provided in Form Tech-2. In the same Form, the consultant and in the case of a consortium/ joint venture, each partner will provide details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the Assignment/job, contract amount, and Consultant's involvement. Information should be provided only for those Assignment/jobs for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignment/jobs 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 along with the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.
- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment/job; and on requirements for counterpart staff and facilities including: administrative support, office space, Domestic transportation, equipment, data, etc. to be provided by the consultant (Form TECH-3 of Section 2).
- (c) A description of the approach, methodology and work plan for performing the Assignment/job 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 2. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 2) which will show in the form of a bar chart the timing proposed for each activity.
- (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 is to be provided in Form TECH-5 of Section 2.
- (e) Estimates of the staff input needed to carry out the Assignment/job needs to be given in Form TECH-7 of Section 2. The staff-months input should be indicated





separately for each location where the Consultants have to work and / or provide their key staff.

- (f) CVs of the Professional staff as mentioned in para 9.4 (d) above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 2).
- (g) A detailed description of the proposed methodology and staffing for training needs to be given, if the Part II Data sheet specifies training as a specific component of the Assignment/job.

9.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

9.6 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms (Section 3). It shall list all costs associated with the Assignment/job, including (a) remuneration for staff and (b) reimbursable expenses indicated in the Part II Data sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign (if applicable) and domestic expenditures. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

## 10. Taxes

10.1 The Consultant shall fully familiarize themselves about the applicable taxes on amounts payable by the Employer under the Contract. All such taxes must be included by the consultant in the financial proposal

## 11. Currency

11.1 Consultants shall express the price of their Assignment/job in India Rupees

## 12. Deleted

## 13. Deleted

## 14. Submission, Receipt, and Opening of Proposal

14.1 The original proposal, both technical and Financial Proposals 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 2, and FIN-1 of Section 3.



- 14.2 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 duly authorized to sign. The signed Technical and Financial Proposals shall be marked “ORIGINAL”.
- 14.3 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 shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the Assignment/job. The envelopes containing the Technical Proposals, Financial Proposals, shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked “DO NOT OPEN, BEFORE [insert the time and date of the opening indicated in the Data sheet]”. The Employer 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.**
- 14.4 The Proposals must be sent to the address/addresses indicated in the Data sheet and received by the Employer no later than the time and the date indicated in the Data sheet, or any extension to this date in accordance with para 4.2 above. Any proposal received by the Employer after the deadline for submission shall be returned unopened.

## 15. Proposal Evaluation

From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants’ Proposal.

### 15.1 Evaluation of Technical Proposals:

While evaluating the Technical Proposals, the evaluators of the Client shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.

- 15.2 The Technical Proposals shall be evaluated on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The qualification of the consultant and the evaluation criteria for the technical proposal shall be



as defined in the Data sheet.

### 15.3 Public opening & evaluation of the Financial Proposals:

Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified the Data sheet, in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, their technical score (if required) and their financial proposal shall be read aloud.

15.6 Any computational errors shall be corrected. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections the 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. **If permitted under RFP to quote in any currency other than Indian Rupees, prices shall be converted to Indian Rupees using the selling rates of exchange, source and reference date indicated in the Data sheet.** Normally, the date will be the date of opening of the tender unless specified otherwise in the Data sheet.

15.7 After opening of financial proposals, appropriate selection method shall be applied to determine the consultant who will be declared winner and be eligible for award of the contract. The method of selection is described in the Data Sheet. This selected consultant will then be invited for negotiations, if considered necessary.

### 16. Negotiations

16.1 Negotiations will be held at the date, time and address intimated to the qualified and selected bidder. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

16.2 Technical negotiations: 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 Employer 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 Assignment/job". Special attention will be paid to clearly defining the inputs



and facilities required from the Employer to ensure satisfactory implementation of the Assignment/job.

- 16.3 Financial negotiations: After the technical negotiations are over, financial negotiations should be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstance, the financial negotiation shall result in to increase in the price originally quoted by the consultant. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 16.4 Availability of Professional staff/experts: Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Employer expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available. The Employer 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 or if the professional staff has left the organisation. 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.
- 16.5 Conclusion of the negotiations: Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the Consultant will initial the agreed Contract. If negotiations fail, the employer will reject all the proposals received and invite fresh proposals.

## 17. Award of Contract

- 17.1 After completing negotiations the Employer shall issue a Letter of Intent to the selected Consultant and promptly notify all other Consultants who have submitted proposals about the decision taken.
- 17.2 The Consultants will sign the contract & start the assignment after fulfilling all the formalities/pre-conditions including submitting a Performance Guarantee of 5% of the of contract value within 5 days of issuance of the letter of acceptance.
- 17.3 The Consultant is expected to commence the Assignment/job on the date and at the location specified in the Part II Data Sheet.



## 18. Confidentiality

- 18.1 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 the Employer's antifraud and corruption policy.

# INSTRUCTIONS TO CONSULTANT

## Part-II

## DATA SHEET

<u>Clause No. of Data Sheet</u>	<u>Ref of ITC</u>	<u>Particulars</u>	
1.	2.2	Name of the Employer:	Director, Kerala Institute of Local Administration
2.	2.2	Name of the Assignment/job is:	<b>Detailed project report preparation for sewerage treatment unit</b>
3.	2.5	A pre-proposal meeting will be held: [If yes, indicate date, time and venue]	
4	14.3	Date & time and address for opening the Technical Proposal/ bid:	Director, Kerala Institute of Local Administration, Mulamkunnathukavu P.O,Thrissur - 680581
		Date	16.12.2017
		Time	03.00 PM
		Address	Director, Kerala Institute of Local Administration, Mulamkunnathukavu P.O, Thrissur - 680581
4	14.4	Date & time and address for submission of proposal/ bid:	Director, Kerala Institute of Local Administration, Mulamkunnathukavu P.O, Thrissur - 680581
		Date	15.12.2017
		Time	03.00 PM





KILA, Mulamkunnathukavu, Thrissur

		Address	Director, Kerala Institute of Local Administration, Mulamkunnathukavu P.O, Thrissur - 680581
	14.5	Date & time for opening the Financial Proposal/ bid:	20.12.2017, 03.00 PM
5	2.5	The Employer's representative is:	Finance & Accounts Officer
		Address:	Director, Kerala Institute of Local Administration, Mulamkunnathukavu P.O, Thrissur - 680581
		Telephone:	04872201312, 04872207000
		E-mail:	<a href="mailto:info@kila.ac.in">info@kila.ac.in</a>
6	2.6	The Employer will provide the following inputs and facilities:	Basic data regarding the Kerala Institute of Local Administration
7		The Employer envisages the need for continuity for downstream work:	Yes
8	8.1	Proposals must remain valid days after the submission date	120 days
9.	4.1	Clarifications may be requested not later than days before the submission date.	4 days
		The address for requesting clarifications is:	Director, Kerala Institute of Local Administration, Mulamkunnathukavu P.O, Thrissur - 680581
		E-mail:	<a href="mailto:info@kila.ac.in">info@kila.ac.in</a>
10.	9.3 (a)		Name of Sub Consultant (if proposed) shall also be mentioned along with technical details



11.	9.3 (b)	The estimated number of Professional staff-months required for the Assignment/job is:	NA
12	9.4		In addition to technical proposal, Consultants are required to submit financial proposal (as per forms prescribed in Section 3). Submission of the technical and financial proposal in improper form will render the proposal liable to be rejected.
13.	9.4	The formats of the Technical Proposal to be submitted are:	
		Form Tech 1: Letter of Proposal submission	
		Form Tech 2 : Consultant's organization & experience	
		Form Tech 3 : Comments & suggestions on TOR	
		Form Tech 4 : Approach & methodology	Maximum of 25 pages including charts and diagrams
		Form Tech 5 : Team composition	
		Form Tech 6 : Curriculum vitae	
		Form Tech 7: Comment / modification suggested on draft contract.	
		Form Tech 8: Information regarding any conflicting activities and declaration thereof.	
14.		Training is a specific component of this Assignment/job	NO





15.	11.1	Consultant to state the cost in	Percentage
16.	14.3	Consultant must submit the original and <b>1 (One)</b> copy of the Technical Proposal, and the original of the Financial Proposal.	
17.	15.4	Evaluation Criteria : Criteria, sub-criteria, for evaluation of Technical Proposals have been prescribed:	Detailed evaluation
18.	15.7	Method of Selection	Quality (70%) cum Cost (30%) Based Selection QCBS - 70:30

### Procedure for Detailed evaluation of technical qualifications

For eligibility, the Consultant shall have at least:

1. The Consultant (in case of single business entity) / Lead Member (in case of Consortium) should have a minimum average annual turnover of Indian **25 Lakhs** during the last three (3) financial years;
2. Should have Experience in at least 3 (three) similar assignments (Project Management Units/ Technical Support in Project Planning and Design/ Preparation of Detailed Project Reports for similar assignments at government levels (Central/ State/ Municipal) in India.

The detailed technical evaluation of Proposals satisfying minimum eligibility conditions as above shall be done. The Criteria, sub-criteria and point system for detailed evaluation shall be as follows:

i)	<b>Specific experience of the consultant firm relevant to the assignment / job</b>	<b>50 marks</b>
	<b>Sub criteria</b>	
a	Experience as detailed project report preparation consultant** for Sewage & Septage Treatment Plants with <u>associated Sewerage Network</u> [DPRs which have been completed for Projects of at least Rs 1 Crore in India.]( <i>successfully implemented DPRs would be given more weightage in the descending order, than approved for construction DPR's &amp; developed but yet to approve DPR's. Specify</i>	10 marks



	<i>clearly the status of the submitted DPRs.)</i> (2.5 mark per project subject to maximum 10 marks. Consultant should submit the work completion certificate)	
b	Experience as detailed project report preparation consultant** in Kerala for Sewage/Septage Treatment Plants along with associated Sewerage Network (at least 2 projects).	10 marks
c	Quality of detailed project report prepared by the consultant**. [Submit hardcopy & Softcopy ( & if needed present) of at least two detailed project reports of undertaken projects in Sewage & Septage Sector including laying of sewerage network with value of contract of at least Rs 50 lakh.	10 marks
ii)	<b>Proposed methodology and work plan in response to the terms of reference.</b>	<b>10marks</b>
	Sub-criteria	
	a) Technical approach & methodology	4 marks
	b) Work plan	4 marks
	c) Organisation & staffing	2 marks
iii)	<b>Key professional staff: Qualification &amp; competency for the assignment / job.</b>	<b>10 marks</b>

*\*\*:* There are cases that the consultant has done similar projects before as a consortium, wherein the consultant who is participating in this RFP was a partner. In cases wherein such experience is being shown as consultants experience, details on who the lead member was in this consortium needs to be furnished. Also the role of this consultant for that particular job, which is being claimed as their experience needs to be furnished, which could be a letter from the Client who has received this service or from the lead member of that consortium. Weightage shall be distributed based on the correct & relevant information provided. It is the duty of the consultant to provide all details necessary to prove their competency to take up such projects. Clarifications may or may not be asked by the Employer on the same.

Qualifications and competency of each of the key professional who were assigned for the DPR preparation will be evaluated separately. The marks for key professionals will be further divided as under:

Qualification of Technical staff (Minimum Requirement) under category



Sr No	Staff Detail	Minimum Strength	Minimum Qualification	Years of Experience in relevant field
1	Project Manager	1	M Tech/ B Tech in Environmental Engg/Civil Engg	Must Have 10 years of experience, specifically designing projects in sewerage, STP's, Septage Handling & Treatment. Experience in developing EPC tender documents for such projects.
2	Structural Design Engineer	1	M Tech /BTech in Structural Engineering	Must have 3-5 years of experience in structural design of STPs or similar structures.
3	Environmental Engineer	1	M. Tech in Environmental Engineering with BTech in Civil/Chemical Engg	Must have 5 years experience in assessing requirements & solutions in terms of type of technology to be adopted for Sewage & Septage Treatment Plants. Optimising & designing STPs & sewerage networks.
4	Electrical/Mechanical Engineer	1	B.Tech in Electrical Engg/Mechanical Engg	Must have 5 years of experience in the field of Sewage/Septage Sector, ability to perform need analysis and suggesting optimum design requirements of electro mechanical equipments for the STP.
7	Support Engineers	2  1	Diploma in Civil Engg  Diploma in Electrical Engg/Mecha	Must have 3 to 5 years of experience in the relevant field



			nical Engg	
--	--	--	------------	--

For evaluation of each of the key professionals the following sub-criteria shall be followed:

a)	Educational qualifications	20%
b)	Adequacy for the assignment / job (Experience in carrying out similar assignment/job)	70%
c)	Experience of Urban Sector projects in Kerala State	10%

### 15.7 Method of Selection:

**The technical quality of the proposal will be given weight of 70%**, the method of evaluation of technical qualification will follow the procedure given in para 15 above. The price bids of only those consultants who qualify technically (**Minimum Qualifying Marks: 70%**) will be opened. The proposal with the lowest cost may be given a financial score of 100 and the other proposal given financial score that are inversely proportionate to their prices. **The financial proposal shall be allocated weight of 30%**. For working out the combined score, the employer will use the following formula:

Total points = T (w) x T (s) + F (w) x LEC / EC, where  
T (w) stands for weight of the technical score.  
T (s) stands for technical score  
F (w) stands for weight of the financial proposal  
EC stands for Evaluated Cost of the financial proposal  
LEC stands for Lowest Evaluated Cost of the financial proposal.

The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and will be called for negotiations, if required.

17.	Expected date for commencement of consulting Assignment/job	Within 5 days from the date of LoA
18.	Location for performance assignment / job:	Kerala Institute of Local Administration, Mulamkunnathukavu P.O, Thrissur - 680581



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## Section 2

# Technical Proposal - Standard Forms

# LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To:

Director,  
Kerala Institute of Local Administration,  
Mulamkunnathukavu P.O,  
Thrissur - 680581

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] 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 and requisite EMD and bid processing fees.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]

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 Sl No. 8 of the Part II 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 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:



**Form 2: Consultant's Organization & Experience**

**Form 2A: Format for Details of Consultant**

**1. Details of Consultant**

a.	Name of consultant with full address	:	
b.	Tel. No.	:	
c.	Fax No.	:	
d.	Email	:	
e.	Year of Incorporation.	:	
f.	Name and address of the person holding the Power of Attorney.	:	
g.	(i) Place of Business.	:	
	(ii) Date of Registration.	:	
h.	Name of Bankers with full address.	:	
i.	Service Tax Registration Number (copy).	:	
j.	Permanent Account Number (copy).	:	
k.	Are you presently debarred / Black listed by any Government Department /Public Sector Undertaking /Any Employer? (If Yes, please furnished details)	:	
l.	Name and details (Tel / Mobile / E mail) of contact persons	:	

**2. In case of a Consortium:**

- The information above should be provided for all the members of the consortium.
- Information regarding role of each member should be provided as per table below:





Sr. No.	Name of Member	Role (Specify Lead Member/ Other Member)
1.		
2.		





## Form 2B: Format for Financial Capability of the Consultant

(Equivalent in Rs. crores)

<b>Consultant*</b>	------(Name of Consultant)				
<b>FY</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>Total</b>	<b>Average</b>
<b>Annual Turnover</b>					
<b>Net Profit</b>					

### Certificate from the Statutory Auditor

This is to certify that .....(name of the Consultant) has received the payments and earned net profit shown above against the respective years.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

# The Consultant should provide the Financial Capability based on its own financial statements. Financial Capability of the Consultant's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Consultant.

\* Any Consultant should fill in details as per the row titled Annual turn over and net profit in the row below. In case the Consultant is a Consortium, for the purpose of evaluation on financial parameters, financial parameters of all the members shall be furnished in separate sheet for consideration.



**Form 2C: Experience in similar assignments (Project Management Units/ Technical Support in Project Planning and Design/ Preparation of DPR at government levels (Central/ State/ Municipal) in India**

List projects (not more than 3) in the last ten years which are similar to that in the RFP.

Assignment name:	Value of the contract (in current INR):
Country:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current INR):
Start date (month/year):	
Completion date (month/year):	
Narrative description of Project:	



KILA, Mulankunnathukavu, Thrissur

## Form 2D: Experience as Detailed Project Report Preparation Consultant which have been completed for Projects of at least Rs 1 Crore in India

List projects (not more than 10) in the last ten years which are similar to that in the RFP.

Assignment name:	Value of the contract (in current INR):
Country:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current INR):
Start date (month/year):	
Completion date (month/year):	
Narrative description of Project:	
Description of actual services provided by your consultancy within the assignment, the status of this project etc:	



KILA, Mulankunnathukavu, Thrissur

**Form 2E: Experience as detailed project report preparation consultant\*\* in Kerala for Sewage/Septage Treatment Plants along with associated Sewerage Network (at least 2 projects).**

Assignment name:	Value of the contract (in current INR):
Name of Client:	Duration of assignment (months):
	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current INR):
Start date (month/year):	
Completion date (month/year):	
Narrative description of Project:	
Description of <u>actual services provided by your consultancy</u> within the assignment, the status of this project etc:	



## FORM TECH-3

### COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

#### A - On the Terms of Reference

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

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## FORM TECH-4

### DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal 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/job, approach to the Assignment/job, 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. The consultant should **propose and justify** the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), 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.

c) Organization and Staffing. The consultant should **propose and justify** the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.



## FORM TECH-5

### TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS

Professional Staff (both Key & Support Staff)

Sr. No.	Name of Staff	Name of Firm	Area of Expertise	Position / Task assigned for this job

## FORM TECH-6

### CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

- Proposed Position:  
[For each position of key professional separate form Tech-6 will be prepared]:
- Name of Firm:  
[Insert name of firm proposing the staff]:
- Name of Staff:  
[Insert full name]:
- Date of Birth:
- Nationality:
- Education:  
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
- Membership of Professional Associations:
- Other Training:
- Countries of Work Experience:  
[List countries where staff has worked in the last ten years]:
- Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
- 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:
- Detailed Tasks Assigned  
[List all tasks to be performed under this Assignment/job]







13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/job or

project: Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. 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

Place:

representative of the staff]

[Full name of authorized representative]:



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## FORM TECH-7

### COMMENTS / MODIFICATIONS SUGGESTED ON DRAFT CONTRACT

[Here the consultant shall mention any suggestion / views on the draft contract attached with the RFP document. The consultant may also mention here any modifications sought by him in the provisions of the draft contract. This information shall be used at the time of the negotiations. However, the Employer is not bound to accept any/all modifications sought and may reject any such request of modification.]



## FORM TECH-8

### INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

Are there any activities carried out by your firm or group company or any member of the consortium which are of conflicting nature as mentioned in para 5 of section 2. If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm, our associate / group firm or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities under para 5 of the section 2. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:



KILA, Mulankunathukavu, Thrissur

## Section 3.

### Financial Proposal - Standard Forms



**FORM  
FIN-1**

**FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

Director,  
Kerala Institute of Local Administration (KILA)  
Mulankunnathukavu P.O  
Thrissur – 680 581

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for **“Detailed Project Report Preparation for Sewerage Treatment unit”** in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the [Insert in words and figures] percentage of the Detailed Project Report cost. This percentage is inclusive of all taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, as indicated in Srl No. 8 of the Part II Data Sheet.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:



## Section 4

### Terms of Reference

#### *SELECTION OF CONSULTANTS FOR PREPARATION OF DETAILED PROJECT REPORT FOR Sewerage Treatment Unit*

##### I. Background

###### A. About Kerala Institute of Local Administration (KILA)

Kerala Institute of Local Administration (KILA), an autonomous institution under the Department of Local Self- Governments, Government of Kerala, is the nodal agency for Training, Research and Consultancy for Local Self-Government Institutions in Kerala. The Institute began its operation in 1990. Apart from training, consultancy and policy oriented research activities; KILA organizes seminars, workshops and discussions on various issues of local governance and development. The Government of Kerala has recognized it as a Centre of Excellence. The Ministry of Panchayati Raj, Government of India has declared KILA as the SAARC Centre of Training in Decentralization and Local Governance. KILA has provided a lead role in the capacity building and training of democratic decentralization in Kerala and now it is engaged in institutionalizing the process of decentralization and to make the local government system sustainable. KILA is a link between people and the Government and is also a think tank for policy formulation. The feedback that have been gathered from various training programmes together with the research support facilitate in the formulation of pragmatic policies for strengthening decentralization. Indeed, in implementing these policies, KILA plays a major role by means of wider dissemination of information through training, publications, seminars, workshops and discussions. Kerala Institute of Local Administration (KILA) has been engaged in the capacity building activities for local governments in Kerala since its establishment in 1990. The Institute is supported by the Government of Kerala, as its nodal institution for training, research and consultancy for the Local Self-Government Institutions. The Institute engages in different capacity building activities of the local governments, both rural and urban. KILA was established in the pattern of a national institute with the main objective of training, research and consultancy in decentralized governance and administration. With a view to develop it as an institution of excellence, KILA was registered as an autonomous institution under the Travancore-Cochin Literary, Scientific and Charitable Societies Act 1955. It has five centres across the state other than the main campus in Thrissur. KILA is the only Institution in India that functions with the sole mandate of promoting decentralized governance



both in urban and rural areas. The Institute disseminates the insights of research and recommendations of its various training programmes and workshops through a number of publications. In order to meet the training needs of the participants from other Indian states and neighboring countries, KILA has translated several documents in English and other Indian languages like Hindi, Tamil, Bengali and Kannada. Over the years, the Institute has established its expertise in decentralized participatory Planning, local governance and administration, urban development, local level development, participatory poverty reduction, gender and development, development of marginalized social Groups, natural resource management and watershed development, training skill development of trainers, and child friendly development, and ecology, environment and sustainable development.

## II. Objectives of the Assignment

The campus of KILA houses guest houses, canteen, administration and training blocks, library, staff quarters etc. The water emanates from the toilets, canteen, wash areas of the buildings are proposed to be treated for use in gardening, floor washing, flushing, dripping in the urinals etc.

## III. Scope of Work

The main objective of the consultancy is to prepare a DPR for sanitation systems in the identified zone of Kerala Institute of Local Administration, with a view to deliver the desired level of services both in the short and long term.

The broad scope involves the aspects below (but not necessarily limited to the detailing of aspects specified):

- a. Mandates an understanding of the sufficiency and serviceability of existing infrastructure septic tanks – household/community, other collection systems, toilets, water supply, urban drainage etc. and its integration into the proposed design..
- b. Land use surveys to be carried out for understanding the existing land use in selected zone.
  - i. Field investigations along with the relevant officers to verify and document land area available to set up collection and pumping system(s) at the drainage point to divert the sewage to decentralized sewage treatment plant..
  - ii. Undertake soil investigations to support the design of sewer networks and potential actions against inundation during rains, flooding, water table rise and documentation for submission & design during detailed engineering.
- c. Undertake all necessary assessments, including technical, financial, economic, environmental and social, institutional that feed into the planning of interventions, completion of planning exercise and preparation of Detailed Project report along with detailed structural designs of all components and getting it



cleared by the CPHEEO/GOK/MOUD/etc. and necessary procurement documentation.

**d. Planning Principles**

- i. Planning shall be done for the horizon of at least next 30 years (aiming at year 2050), unless justified otherwise.
- ii. The decision tree approach to divisions sanitation as per CPHEEO manual can be used as guidance but then it has to be validated to the context here in this project. There can be a maximum of three technological options when it comes to the treatment technology and such technologies need to be currently popular generic technologies like for example, the activated sludge process, extended aeration, MBBR, anaerobic multiple baffled septic tanks, up flow filters, etc.  
Recommendations involving patented technologies of treatment processes are to be desisted due to impracticability of needed human resources to inherit and sustain such processes locally in the project area.
- iii. All baseline information generated shall match standards currently in vogue and its format suitably designed to be integrated into city-wide systems at a later date.

**e. Compliance to guidelines and standards**

- i. The proposals shall conform to the guidelines issued by the GOI and GOK, including CPHEEO manual on sewerage & sewage treatment systems 2013 (Part A, B & C) and as per applicable checklists for submissions available from time to time.
- ii. The designs shall be in compliance with the relevant Indian Standards (as amended up to date, with all correction slips) and CPHEEO manual 2013. Wherever such standards are not available, appropriate standards (national & international) shall be followed after discussions with the Corporation of Kozhikode.

**f. Data Accuracy & Responsibility**

- i. For any studies and assessments, the required equipment/tools/logistics shall be arranged by the consultants themselves. Kerala Institute of Local Administration will help support in providing request letters from partner organizations and also share information already available with them.
- ii. The consultant shall be wholly responsible for all the details of the proposal, the physical and site conditions, the execution methodology etc. All data utilized in preparation of the proposal shall be presented indicating the sources of the data and also the basis of assumptions, if any. The consultant shall be responsible for all the data or designs and drawings given by them.

**g. Framework & Methodology for Data Collection & Assessments**

Some of the specific assessments listed below shall follow the framework indicated:





a. Field surveys (undertake total station survey and prepare/update base maps, indicating all infrastructure elements along with key features relevant to the project. The information shall include levels (in front and back of the house), location of wastewater discharge points, hotspots, water bodies, drains/channels in front and back of the house, roads.

b. Clarity has to be provided regarding assessments related to soil characteristics, ground profile, zoning/sub-zoning (this requires a careful assessment of the project area so as delineate into similar zones for micro-level planning), ground water levels, geographical conditions, environmental factors, etc. likely to affect treatment and construction of sanitation systems.

c. Clarity has to be provided on the linkage between water supply futuristic planning and demand quantification for non-conventional systems.

d. Clarity is require on the methodology for evaluating existing sanitation systems, like toilets, community/individual septic tanks, other isolated/localised sewage treatment units for cost effectiveness and offsetting environmental impacts. The evaluation of different options for disposal of final treated effluent through land, water bodies, sea or reuse also needs to be understood.

e. The consultant shall clarify the methodology and process of techno-financial evaluation of different treatment options.

j. Documentation & Obtaining Approvals

All documentation required for obtaining clearances, approvals, permissions from the Pollution Control Board (PCB), Suchitwa Mission, Railways, NH/SH Dept., R&B Dept., Revenue Dept., CPHEEO etc. where ever required shall be prepared & obtained by the consultant with necessary assistance from the Client.

**III.1** The Consultancy Firm needs to submit a Inception Report within two weeks to the Client. This Inception Report should include details regarding studies/surveys conducted, methodology of DPR preparation, project estimates, land required, and statutory clearances required from various agencies etc.

**III.2** The DPR should have the following chapters

- Project Back ground and Board project rationale
- Project definition, concept and scope
- Technology options
- Project cost including detailed estimation
- Project Phasing
- Project O&M frame work and planning
- Project financial viability/sustainability
- Project Benefit assessments

**III.3** While preparing the DPR the following aspects needs to be considered:

a. The consultant shall formulate a set of functional criteria for the system and provide justification for the design parameters adopted and assumptions, if any. A clear logic as to benefits from implementing this project in terms of the collection, transportation and



treatment of generated waste water in the project area and its impact on growth of the city vis-à-vis sanitation and health costs of the citizen.

b. As regards design specifications required for specific approvals, the same shall be researched from Kerala context at formats/processes agreed upon at the time of submission of inception report.

c. Designs

- i. Principles outlined in CPHEEO Manual for sewage and sewage treatment 2013, Ministry of Urban Development, Govt. of India to be followed.
- ii. Design period shall be 2050 for sewerage system and incremental attainments for different components of the system with provision for future expansion as decided by the Task Force.
- iii. The design shall ensure that the effluents shall not contaminate ground water and surface water.
- iv. The design shall ensure that the industrial effluents shall not be mixed with municipal sewage without minimizing the concentration of the industrial effluents.

d. Approach and calculations

- i. Divide the project area into various zones/sub zones based on relevant requirements to draw up hierarchy of the system and their locations for designing the most cost-effective and viable system.
- ii. Wherever required, surveys with levels and TBMs shall be established.
- iii. Hydraulic calculations shall be made for the current, prospective and ultimate demands. The design procedure shall be carried out after due concurrence of the population projections and hydraulic calculations from the Department.
- iv. Detailed solutions shall be presented for the bottlenecks like crossings (man made or natural structures) and land acquisition.

e. Disposal and reuse related aspects

- i. Treatment processes and units shall be cost-effective based on the local conditions and ensure effective O&M at optimum cost. The location for units shall be so selected that it does not cause any inconvenience or which may not lead to any public health hazards due to foul smell, fly or mosquito menace or ground water contamination.
- ii. The disposal of the effluent into water bodies/rivers/canals etc. shall ensure that the source of water supply or bathing ghats on the downstream side of the disposal point is not polluted.

f. Institutional frameworks for development and management

- i. Human resources development (recommended organizational setup for management of the assets created including 3rd party QA and QC).
- ii. Project delivery mechanisms and options for construction, operation and maintenance arrangements. This shall also include construction packages for works construction also.
- iii. Formulate capacity building plan with costs for imparting training to the municipal engineers and technical staff at different levels including operating and maintenance staff.



- g. Considering improvements to other infrastructure shall include plans and costs associated with road restoration, water body management, storm water drain reconstruction, construction/rehabilitation of toilets/septic tanks, electricity & telecom lines be computed and separately indicated.
- h. Operation & maintenance requirements shall include O&M practices, institutional structures, costs, etc. shall be clearly mapped. This shall include staffing, processes for billing, measuring and reporting performance metrics, outsourcing activities, tariff and user charges increases.
- i. Project financial structuring
  - i. Costing of the various project components identified.
  - ii. Operation and maintenance
  - iii. User Charges/tariff structures (desirable v/s affordable), Cost Recovery based on a matrix of levies for different sectors. The approvals on the same shall be formally obtained.
  - iv. Accounting policies
- j. Applicable rates and variations
  - i. The latest schedule of rates applicable in Kerala shall be used for costing purposes. All assumptions if made for computations like cost indices, price escalations, rate analysis, shall be clearly outlined and processes as required for fund sanctioning be followed.
  - ii. The bill of quantities furnished by the consultant in the DPR shall not vary more or less than 15% during actual execution.
- k. Benefit mapping and risk management
  - i. Mapping costs and benefits ratios from social, economic & environmental perspectives.
  - ii. Mapping impacts and externalities develop risk management frameworks.

The contents and chapters outlined in typical DPR preparation toolkits and submission as per the Government of India or any such contents available from time to time shall be followed.

#### III.4.1 Project Back ground & concept and scope

- Existing status
- Base line information in terms of user coverage and access
- Cost recovery methods and extent of cost recovery
- Existing areas of private/ community participation in the sector for design, construction O & M services (including billing and collection)
- Land –Total quantum of land required.

Confirm regarding availability of land for various units of the project. Land requirement, availability should be mentioned and land details such as area, sy no, name of village. The consultant should identify the land requirements with Survey No. and Village and intimate the Client in writing with details on its availability and necessary steps needed before submission of the draft DPR



- **Physical infrastructure components:** The physical infrastructure of each project/ DPR in terms of specific components. The design and detailed engineering drawings as applicable for the components are to be included.
- Environmental compliance/protection measures/ improvement measures – Environment Impact Assessment Report and Environmental Management Plan.
  - a) Details of surveys and investigations carried out
  - b) Assessment regarding utilities to be shifted and cost
  - c) List of clearances and agencies from which these are to be obtained & support in obtaining the same
  - d) The proposed project must be supplemented with adequate ground realities through tests, survey results, Solid tests and total station survey for identifying alignments of the proposed project
  - e) The consultant shall conduct Social Audit and Stakeholder Consultant at ward level to study the feasibility of the proposal.

Appropriate choice of technology, sizing of the STP/s, choice of location /locations if needed based on the survey and inferences from the stakeholder consultants needs to be appropriately justified and incorporated in the DPR. The consultant shall also suggest

#### **III.4.2 Project Cost – Should cover distinct elements including but not limited to the following:**

- Physical infrastructure component wise
  - like the various technologies that could be adopted and suggestions on the best technology to be taken up; taking into consideration the land, topography and quantity of sewage generated. This shall include the design of network and STP/s, Return Sludge pumping if necessary, Centrifuge, Chlorination arrangement, Effluent pumping & Lifting station, Effluent pumping main & Effluent disposal system etc.
  - Associated civil, mechanical, electrical, instrumentation system, Automation & SCADA system.
  - Construction of electrical substation and power supply, construction of DG room and MCC-cum-office room, site formation, service road, approach road to STP and Pumping stations, laying of Sewers and Rising mains using the latest technology ( eg. Vacuum suction, Trenchless Technology) where ever necessary, Construction of Manhole chambers, Valve chambers, house sewers , road cutting & restoration, repair of municipal drains damaged during construction of sewer system, dismantling of existing sewer system in case necessary, reinstatement of public utilities etc., and
  - Operation & Maintenance of the Project for 10 (Ten) years needs to be detailed.
- Environmental compliance cost
- Rehabilitation /Resettlement measures & cost
- Cost of shifting utilities



- Other Statutory compliance costs Eg: Sanction from KSPCB , Local Body etc
- Contingency
- Any other charges: The cost estimates shall be prepared based on latest SoR applicable & available. Wherever the proposals are not supported by data rates and SoR, market rates may be adopted with separate rate analysis for the items.
- Construction packages for construction works: Brief description for the overall works programme including information on indicative packages for tendering.
- Field/ laboratory Investigations, surveys, formulation of technical options, design, cost estimates and solutions to resettlement & environmental issues will be made part be of DPR. The finance plan including O&M strategy for the complete life cycle of the project will be an integral part of DPR.

### III. 4.3 Project Planning

- Schedule for tendering / selection of procurement services
- Schedule for bringing finance for the project
- Schedule for obtaining all clearances
- Schedule for utility shifting
- Project Infrastructure component wise implementation – with Bar chart, MS Project and PERT/ CPM diagrams.

### III.4.4 Project O&M Planning

- Institution frame work (Organization & Operation) strategy
  - a) The institution to be engaged for O&M
  - b) Brief outline of the method of billing and Collection
  - c) Brief description/ analysis of the Key issues and obstacles in regard to O&M and proposed counter measures to overcome these obstacles
  - d) The scope of private/community/ NGO to be involved in the defined aspects O&M
  - e) The DPR should explicitly define the requirements of Man power, Energy, spares and consumables etc. for O&M on an annual basis giving details of existing usage, norms and proposed additional requirements
- Tariff and user cost recovery
  - a) The Revenue Model for each customer user group for the sector and fare cost growth of customer/user groups for the next 20 years
  - b) Unit cost of service and unit price (existing year and forecast for the next 20 years)
  - c) Outline plan to restructure tariff system to any or all categories of user groups

### III.4.5 Project financial viability and sustainability

Overall project perspective

The DPR should provide financial analysis for NPV (Net Present Value) and IRR (Internal rate of return) defined in the following two ways.



- NPV and IRR overall
- NPV and IRR O&M

### III. 4.6 Project Benefit assessment

The DPR should provide.

- A list of benefits from Social perspective
- A list of Negative externalities
- Economic Internal Rate of Return (EIRR)

**III.4.7** All the designs and parameters should confirm to the relevant CPHEEO manual, IS codes and other codes relevant to the Sector

**III.4.9** Innovative technologies for laying sewer lines and efficient designs should be used for sewage treatment plants, which use minimum foot print, lesser O&M costs without compromising on quality of output.

**III.4.10** A comparative study of different technologies with respect to cost, land requirement, power charges, O&M charges etc should also be included in the DPR.

### IV.1.0 Details to be included in the DPR

- Raw Sewage Analysis report to be enclosed.
- The details of effluent disposal should be furnished with clear data of the water body, habitation, vegetation and consent of Pollution Control Board
- Calculation of economic size of pumping main
- Whether KSEB will provide sufficient power. If separate feeder with substation is to be constructed, sufficient provision should be included in the DPR and consent of KSEB
- Topographic map of the city/town/project area to the scale is to be given in DPR
- Soil investigation reports to be enclosed in DPR.
- Contour Map of the area may be attached
- Consent from pollution Control Board, Local Body etc for setting up STP at the location identified. May be obtained.

### IV. 1.1 Engineering Components.

The following should be furnished in the DPR

- Area of Institution.....
- Extend of the project area .....
- Total water supply in the Institution.....MLD
- Existing per capita water supply (average) .....MLD
- Existing per capita waste generation.....MLD
- Total sewerage generation in the Institution ..... MLD



- Treated industrial effluent discharged in to the system .....MLD
- Number of pumping station and capacity.
- % of population coverage with sewerage network .....%
- Sewage generation
- Per capita sewer generation considered in DPR ..... lpcd
- Sewage generation
  - Initial stage ..... MLD
  - Intermediate stage .....MLD
  - Ultimate stage .....MLD
- Net capacity of STP required
  - Initial stage .....
  - Intermediate stage .....
  - Ultimate stage .....
- Sewerage network details (existing)
- Total length of the road in the project area .....Km
- Total length of the sewer network in the project area
- Sewage pumping main
- Size, length and material.
- Pumping stations.
  - Total Nos .....capacity
- Sewage treatment plant
- Capacity of STP .....MLD
  - Design of sewer network, pumping main, STP of the proposed should be provided in the DPR.
- Sewer network - Proposal.
- Design period as per manual.
- Total length of the road in the project area.
- Total length of sewer network in the project area.
- Material of the pipe proposed to be used.
- Size of Sewerage network proposal in the project area (range)-
- Total length considered in the project area.
- Balance length proposed. ....
- Per capita sewerage considered.
- Ground water infiltration considered.
- Peak factor considered.
- Minimum velocity considered in the design.
- Maximum velocity considered in the design.
- Actual minimum velocity.
- Actual maximum velocity
- Spacing of manholes.
- Depth of cutting



Maximum.

Minimum.

- Total number of lay outs.
- Total length of sewer network.
- Proposed pipe size.
- Total peak flow.
- Pumping station and pumping main and gravity main.
- Design period considered - should be as per manual.
- Number of main pumping stations with capacity.
- Types of pumping station – dry well, wet well.
- Types of pumps size of pumps, capacity or .....
- Stand by (50% or 100%)
- Total Number of Pumps.

Pumping Main

- Number of Pumping mains and size.
- Design period should be upto the year 2050.
- Economic size pumping main should be done with computer software.
- Pipe material used with 'C' value.
- Pumping hours considered.
- Pumping head.
- Pumping efficiency.

Gravity Main

- Number of gravity mains and size.
- Size and length
- Material used
- 'C' Value adopted
- Available hydraulic head.

Sewage Treatment Plant.

- Capacity of STP ( existing and proposal) .....MLD
- Technological options and Proposed technology
- Mention whether the total capacity will meet the interim demand
- Short fall in demand if any to meet the intermediate demand.....MLD
- Hydraulic design of the STP
- Life cycle cost assessment of treatment technologies.
- Modular approach should be adopted to facilitate addition units to STP at a future date where ever required.
- Computer aided design for sewage treatment, pumping station and distribution network should be furnished.
- Treated sewage should conform to the standards prescribed by State Pollution Control Board.
- Surge analysis should be conducted and details furnished.
- Hydraulic flow diagram and lay out diagram should be enclosed.
- Maps of proposed sewer networks including RL, node no. and link no, should be attached in the DPR with Manhole locations





- Details of Manholes proposed with material of construction cover details etc.
- Spacing of Manholes , type of Manholes etc should be furnished
- L-section of the proposed pumping main and gravity main should be furnished.
- Land requirement.
  - a) STP .....Cents.
  - b) Pumping stations..... Cents.
  - c) Pumping mains..... Cents.
  - d) Sewer network ..... Cents..
- Land in possession ..... Cents.
- Bill of quantities and cost estimates for individual components should be prepared as per latest SoR. No price escalation shall be proposed. Bill of quantities for individual items component wise to be furnished
- Detailed drawing, estimation, detailed BOQ for ancillary works such as compound wall, fencing, approach and internal road, external electrification, buildings, water supply and drainage site development, landscaping etc should be provided in the DPR
- Provision for road restoration should be made
- Operation and maintenance cost and revenue generation details (O&M frame work –existing and proposed) should be furnished in the DPR. Implementation period should be furnished
  
- Rehabilitation and Resettlement plan if any.
- Period of completion of the project.

On the acceptance of the final DPR by the Technical Committee responsible for according Technical Sanction, the Consultant shall prepare a Tender Document to select a contractor to implement the project for the approved Technology.

## VI. Major Timelines

No	Tasks	Time Line
1	Inception Report	Within two weeks from the date of LoA
2	Draft DPR	Within 45 days from the date of LoA
3	Final DPR	Within two weeks from the date of approval of draft DPR.
4	Tender documents (including drawings) for procuring contractor for implementation	Within one week from the date of obtaining Technical Sanction of the DPR.

## VI. Final Outputs (Drawings, Reports etc.) to be furnished by the Consultant



The following are the outputs and deliverables due from the consultant.

**a. Inception Report (feasibility and concept)**

**b. Detailed Project Report (Planning & Engineering - designs, estimates economic analysis, implementation plans, institutional strengthening)**

**c. Public Consultation Report (civic engagement, consultations, IEC material)**

Each of the report has to be submitted in hard copies (3 Nos.) and soft copies for review and approvals. After the closure of the study, 3 full sets of the final documents with comments & suggestions incorporated) shall be submitted. The soft copy should contain editable digital version (Ms Word, MS excel, Auto CAD drawings, .shp files, .kml files, database files, as applicable). Wherever customised software is used for analysis, the same shall be in alignment with Govt. of India's, open data and data management policies. All codes used for designing backend databases, and project specific software required to be shared with the client along with the final DPR. A copy of the secondary data and primary survey data sheets (in a format as decided by the client) shall also be submitted along with the respective deliverable.

Note: all information pertaining to the scheme submitted by the Consultant is the property of the client and shall not be utilised for any other purpose, without due knowledge and approval of the client.

## **VII. Approval of Project Report and Closure of Contracts**

After getting clearance from at the ULB council, the DPR shall be submitted to the SLTC (State Level Technical Committee) for forwarding to the High Powered Steering Committee for Administrative Sanction (AS) & the external State Level Technical Experts Committee for approval of the Technical Sanction (TS).

The Consultant shall be responsible for providing necessary clarifications/presentations to all these committees if needed. Any modifications being suggested at any of the above committees shall be incorporated and resubmitted for obtaining AS& TS to the Technical Expert Committee for vetting and resubmission. The approved DPRs will be processed by the ULB for payment and closure of contract according to the terms and conditions specified in the agreement.

## **VIII. Payment Details & Schedule**

- i. The Payment to the consultant shall be made as per the percentage cost of the Detailed Project Report quoted by the consultant in FORM FIN 1. In case the DPR amount exceeds the allocated amount mentioned in Section 6, the payment to the Consultant shall be limited to the quoted percentage of the Technical Sanction amount.
- ii. The final DPR cost, while arriving at the payment fee to the consultant shall exclude any LUMPSUM amounts mentioned in the DPR.



- iii. The first instalment of 50% of the consultancy fee will be paid to the consultant after the submission of the Final DPR & obtaining the Administrative Sanctions from the Committee.
- iv. The second instalment of 30% shall be paid on obtaining Technical Sanction and completing tender procedures.
- v. The third instalment of 10% shall be on award of the contract for implementation.
- vi. The fourth instalment of 10% shall be retained with the CLIENT & shall be released on successful completion of the implementation of projects or the contract agreement period in (v) above, whichever is earlier.



## SECTION 6

### Name and Cost of the Project

Name of the project :

**"Detailed Project Report Preparation for Sewerage Treatment Unit".**

**Project Cost Outlay : 80,00,000/-**

#### Description of the project:

The main objective of the consultancy is to prepare a DPR for sanitation systems in the identified zone of Kerala Institute of Local Administration, with a view to deliver the desired level of services both in the short and long term.

### Standard form of contract

#### Standard Form of Contract

.....*Draft*.....

#### AGREEMENT

This Agreement is entered into on this the .... day of ..... Kerala Institute of Local Administration (KILA) (hereinafter called "CLIENT") represented by its DIRECTOR,, Sri. ....of the FIRST PART and..... (hereinafter called the "Consultant") represented by Sri. .... of the SECOND PART.



AND WHEREAS the Kerala Institute of Local Administration (KILA) had invited Request for Proposal from the Consultants on ..... & as per the qualification & evaluation criteria set forth in the RFP, M/S..... had qualified to prepare the DPRs for Projects mentioned in the RFP. This was approved by the executive council of the Kerala Institute of Local Administration held on ..... and accorded sanction to appoint M/S.....as consultant for the preparation of DPR for the projects under sewerage treatment unit

NOW THEREFORE IN CONSIDERATION of the promises and mutual conditions set forth herein, it is agreed by the parties as follows:

1. In so far as the Agreement is concerned
  - i. “Contract” means the agreement made between the Consultant and the KILA defining the consultancy services that will be provided and the financial and other terms.
  - ii. “CONSULTANT” means the firm shortlisted as .....
  - iii. “CLIENT” means the Kerala Institute of Local Administration, ” for which the consultancy services is being provided.
  - iv. “Output” means the result of deliverables expected from the completion of the project of Consultancy services.
  - v. “Services” means professional works performed for the “CLIENT” under a consultation agreement.
  - vi. “TOR” means the Terms of References which includes the clients instruction to the consultant describing the services required.
  - vii. “Working day” means the productive day for agreement purpose.
2. and it is hereby agreed that



- a. The consultant shall ensure that its staff assigned for the Services are fully aware of the content of all documents that are part of the provisions of this Agreement, to the extent relevant.
- b. No variation in the terms or scope of the Agreement shall be valid or binding unless previously explicitly agreed in writing by CLIENT and the CONSULTANT in the form of an entitled "Contract Amendment to the Services contract". The CLIENT takes no responsibility for work outside the agreed agreement Terms of Reference.
- c. The Consultant shall commence the Services within a period of 7 (seven) days from the date of issuing of LoI.
- d. If the Consultant does not commence the Services within the period specified in c above, the CLIENT may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.
- e. This Agreement shall, unless extended by the Parties by mutual consent, expire 24 months from the date of signing this agreement.
- f. The detailed description of Services is described in the Agreement: The consultant should be familiar with the scope of the work and the task to be performed. The consultant shall ensure that its staff assigned for providing the services is likewise familiar with the same.
- g. The consultant shall be responsible for carrying out the tasks as agreed and described in the Terms of Reference including the reporting and other specified outputs. All reports and written materials shall be submitted to the CLIENT in the number of specified hard copies together with a digital copy as specified in the Terms of Reference. It shall be the responsibility of the



consultant to arrange for computing facilities for its staff assigned to the services, either by bringing laptops or hiring computer facilities. Related expenses do not qualify for reimbursement.

- h. CLIENT shall not provide any logistic support to the consultant or to its staff assigned for providing the services.
- i. The work shall be completed in the period as stated in the Agreement
- j. Gross fees as agreed will be inclusion of all expenses. Tax Deduction at Source as per the Income Tax Laws prevailing in India
- k. Invoices should be submitted as per the payment schedule explained in section (p) at the CLIENT's office.
- l. Payment for the consultancy services shall be made in Indian Rupees.
- m. On the production of one of the correctly completed and duly signed documents, payment shall be made on the receipt of the valid invoice in a bank account in India as indicated on the invoice. All documents related to payment should be originally signed documents. Tele-fax or other copies shall not be processed.
- n. Payment will be released as per the schedule attached, subject to satisfactory completion of outputs.
- o. If for any reason the CLIENT is dissatisfied with performance of the services, an appropriate sum may be withheld from any payment otherwise due.
- p. The payment for the Detailed Project Report preparation will be as prescribed below with the following conditions and will be distributed as :
  - i. The Detailed Project Report shall be prepared for the total allocated amount of the project, as mentioned in Section 6 of the RFP. The Payment to the consultant shall be made as per the percentage cost of the Detailed Project Report quoted by the



- consultant in FORM FIN 1. In case the DPR amount exceeds the allocated amount mentioned in Section 6, the payment to the Consultant shall be limited to the quoted percentage of the allocated amount.
- ii. The final DPR cost, while arriving at the payment fee to the consultant shall exclude any LUMPSUM amounts mentioned in the DPR.
  - iii. The first instalment of 50% of the consultancy fee will be paid to the consultant after the submission of the Final DPR & obtaining the Administrative Sanctions from the State.
  - iv. The second instalment of 30% shall be paid on obtaining Technical Sanction and Tendering.
  - v. The third instalment of 10% shall be on award of the contract for implementation.
  - vi. The fourth instalment of 10% shall be retained with the CLIENT & shall be released on successful completion of the implementation of projects or the contract agreement period in (v) above, whichever is earlier.
  - vii. The Payment shall be made to the consultancy firm in Indian Rupees after the submission of invoices to the CLIENT.
  - viii. All payments made to the consultant will be liable for tax deductions as per the prevailing Income Tax Act.
- q. The period of service of consultant can be terminated at any time at the sole discretion of the CLIENT and can inform the consultant regarding the decision by written instruction to that effect. In the event of the Agreement being so terminated, the consultant shall take such steps, as are necessary to bring the Services to an end, in a cost effective, timely and orderly manner. The Consultant shall receive all payments due until the date on which such written instructions for termination is issued.





- r. The Services or any portion thereof if not carried out to the satisfaction of the CLIENT or within the time or times specified in or under the Agreement, CLIENT may, without prejudice to any other remedies, by notice in writing to the consultant terminate the consultancy either in respect of the Services which have not been carried out in accordance with the Agreement at the time of such termination or in respect of all the Services to which the Agreement relates other than those carried out in accordance with the Agreement before that time. In such case the consultant shall not be entitled under the Agreement for payment of any amount by way of compensation.
- s. If for any reason, the performance of the Agreement by either party is delayed, hindered or prevented or is otherwise frustrated by reason of force majeure, which shall mean war, civil commotion, fire, flood, action by any government, or any event beyond the reasonable control of the party affected, then the party so affected shall promptly notify the other party in writing specifying the nature of the force majeure and of the anticipated delay in the performance of the Agreement. As from the date of that notification, CLIENT on their discretion can either terminate the Agreement forthwith or suspend the performance of the Agreement for a period not exceeding 6 (six) months
- i. If at the expiry of such period of suspension, the CLIENT and the CONSULTANT may either agree a further period of suspension or treat the Agreement as terminated.
  - ii. In the event of the Agreement being terminated by reason of force majeure, the consultant shall ensure that it takes such steps as are necessary to bring the Services to an end in a cost effective, timely and orderly manner. The consultant shall submit a final invoice, which shall



state the amount claimed taking into account all fees and costs properly incurred or committed by it in relation to the Agreement or its termination.

Provided that payments are within the agreed agreement conditions and not subject to dispute, CLIENT shall pay all fees due and outstanding under the terms of this Agreement up to and including the date of termination.

- iii. It is further agreed that the consultant or its employees shall not during or after the termination of the Agreement, disclose to any third party any Confidential Information arising from the Agreement (other than in the proper performance of their duties hereunder or as may be required by a Court) except with the prior written notice of the Director of the KILA after consulting Government of Kerala "Confidential information" shall mean information relating to proprietary, technological, economic, legal, administrative business and technical matters of the KILA Office including but not limited to information disclosed orally, documents, drawings, diagrams, models, Detailed Project Reports, computer data or any part or copy of such information. The Consultant or its employees shall not use any information apart from purposes other than for the project under the Agreement.

- t. Where the CONSULTANT is contracted by the CLIENT to develop Detailed Project Report for projects under Sewerage Treatment unit for KILA & Government of Kerala, the originals of all reports should be addressed to The Director, Kerala Institute of Local Administration (KILA). Such reports and any other document or materials prepared or information produced as a result



of the performance of the Services and all intellectual property rights therein, unless otherwise specifically stated in the Agreement, shall be and shall remain the property of the CLIENT.

- u. If there is any conflict of interest it shall be dealt as follows:
  - i. The consultant or its employees shall not be engaged in any personal, business or professional activities, either during the course of or after the termination of this Agreement, which conflict with or could potentially conflict with the Services.
  - ii. The consultant shall notify the CLIENT immediately of any such activities or circumstances which give rise to or could potentially give rise to a conflict with the Services and shall advise & notify the CLIENT as to how they intend to avoid such a conflict arising.
  - iii. In the event of a conflict above arising during the course of this Agreement the CLIENT reserves the right to terminate the Agreement on giving written notice to the CONSULTANT.
- v. Regarding the settlement of disputes it shall be dealt as follows:
  - (i) Should the CONSULTANT and the CLIENT be unable to reach agreement on the meaning or interpretation of any of the terms set out hereto or any other matters arising out of the Agreement, the matter in dispute shall be referred to Government –Executive Council, KILA. In the event of failing to come to a settlement between parties at Director level, the matter of dispute shall be referred to an appropriate legal authority within the jurisdiction of the Kozhikode District. The laws prevailing in the State of Kerala shall be applicable to all disputes

The Terms of Reference is appended as part of this Agreement.



IN WITNESS WHEREOF, the parties have hereunto set their hands to the day, month and year first above written:

Signed by

Signed by

{ PARTY OF THE FIRST PART)

{ PARTY OF THE SECOND PART)

In the presence of witnesses In the presence of witnesses

1. ....

1. ....

2. ....

2. ....

**ANNEXURES**

**1. Terms of Reference**