TENDER DOCUMENT

Open Competitive Bidding

No. EE/EMD/RRR-EAP (REJ) (BID) /126/2021-22/01

Dated: 26/03/2022

Name of work: Package-I (Project Management and Supervision Consultant (PM & SC)

Issued by: -

Chief Engineer
Water Resources Department,
Government of Manipur

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	ABBREVIATION
IFB	Invitation for Bid
QCBS	Quality Cost Based Selection
RFP	Request for proposal
NIT	Notice Inviting Tender
BDS	Bid Data Sheet
DD	Demand Draft
CPWD	Central Public Work Department
RBI	Reserve Bank of India
ISO	International Standard Organization
BIS	Bureau of Indian Standards
CWC	Central Water Commission
IS	Indian Standard
EMD	Earnest Money deposit
PAN	Permanent Account Number
GST	Goods and Services Tax
PIU	Project Implementing Unit
LOA	Letter of Award
FBIL	Financial Benchmark India Private Limited
PM&SC	Project Management & Supervision Consultant
RTDAS	Real time Data Acquisition System
E & M	Electrical and Mechanical

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GOVERNMENT OF MANIPUR
WATER RESOURCES DEPARTMENT
Khoyathong, Imphal, Manipur, India-795001
Email id –cewrd-mn@gov.in

No. Bid No. No. EE/EMD/RRR-EAP (REJ) (BID) /126/2021-22/01 **Date: 26/03/2022**

NOTICE INVITING TENDER FOR PROJECT MANAGEMENT AND SUPERVISION CONSULTANT(PM&SC)

The Government of India (GoI) has proposed for financing from the New Development Bank (NDB) in the form of a loan towards the cost of execution of Rejuvenation of Lamphelpat waterbody to alleviate urban Flooding, providing sustainable Water Sources for Imphal City and Promoting Eco-Tourism. Water Resources Department (WRD), the implementing agency (hereinafter called "Agency") intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued.

The Agency now invites proposals to provide the following Project Management and Supervision Consultancy Services (hereinafter called "Services"), from the reputed consultancy firms, which are incorporated in any one of the NDB member countries (Brazil, Russia, India, China, South Africa, Bangladesh and United Arab Emirates). More details on the Services are provided in the Terms of Reference (Section 5, TOR).

The brief details of tender are as below.

Sl. No.	Particulars	Description
1	Name of the work	Project Management & Supervision Consultant for Rejuvenation of Lamphelpat waterbody to alleviate urban Flooding, providing sustainable Water Sources for Imphal City and Promoting Eco-Tourism in Manipur
2.	Mode of tendering	e-tender
3.	Probable amount of contract (PAC) for Consultancy services	Rs.6,50,00,000/- (Rupees Six crore and fifty-lakh only), [including GST]
4.	Cost of Bidding Document	Rs.20,000/-in the form of Demand Draft in favour of "**Executive Engineer, Electrical & Mechanical Division, WRD, Manipur**" payable at Imphal (Non-Refundable)
5.	EMD (Bid Security)	Rs. 19,50,000/-in the form of Demand Draft/ Bank Guarantee in favor of "**Executive Engineer, Electrical & Mechanical Division, WRD, Manipur**" payable at Imphal
6.	Completion Period	36 (Thirty-six) months
7.	Required validity of Bid	120 days from the last date of online submission of Bids.
8.	Tender Inviting Authority	Chief Engineer, WRD, Manipur [PWD Complex, Khuyathong, Imphal West-795001] [email-cewrd-mn@gov.in

The critical dates of bidding schedule are as below.

Sl. No.	Particulars	Date & Time
1	Publishing Tender Documents online	26/03/2022,16:00 Hrs
2	Document Download Start Date &Time	26/03/2022,16:30 Hrs
3	Document Download End Date &Time	25/04/2022,11:00 Hrs
4	Pre-bid meeting Date &Time	11/04/2022,11:00 Hrs
5	Online Bid Submission Start Date &Time	29/03/2022, 13:00 Hrs
6	Online Bid Submission End Date &Time	25/04/2022,13:00 Hrs
7	Bid Clarification start date & time	28/03/2022,11:00 Hrs
8	Bid Clarification closing date & time	09/04/2022, 13:00 Hrs
9	Last date of submission of original Tender Fee (Cost of Bidding document), EMD and other offline supporting documents at the office of Chief Engineer, WRD, Manipur.	25/04/2022,15:00 Hrs
10	Bid Opening Date &Time i. Technical Bid–25/04/2022, 15:00Hrs ii. Financial Bid-To be intimated separately	

The firm will be selected under Quality Cost Based Selection (QCBS) procedure described in the RFP. Detailed terms & conditions are mentioned in the RFP document, which can be downloaded from official website https://manipurtenders.gov.in.

Water Resources Department, Government of Manipur reserves the right to accept or not accept any/all tenders without assigning any reason thereof.

26/03/2022

Chief Engineer
Water Resources Department
Govt. of Manipur

Chief Engineer
Water Resources Department,
Manipur

Copy to;-

1. The PPS to Chief Minister, Manipur for kind information of the Hon'ble Chief Minister.
2. The APS to Minister (WR), Manipur for kind information of the Hon'ble Minister.
3. The S.O to Chief Secretary, Govt. of Manipur for kind information of the Chief Secretary.
4. The Principal Secretary (Finance), Govt. of Manipur.
5. The Commissioner (WR), Govt. of Manipur.
6. The Director, State Vigilance Commission, Govt. of Manipur.
7. The Addl. Chief Engineer, WRD, Manipur.
8. The Superintending Engineer, Irrigation Circle-I, WRD, Manipur.
9. The Executive Engineer, Electrical & Mechanical Division, WRD, Manipur. He is also requested to issue necessary T.R being the cost of tender forms.
10. File concerned

INVITATION FOR REQUEST FOR PROPOSAL

Project Management & Supervision Consultant (PM&SC)
Water Resources Department, Government of Manipur

Brief Description of Project

Water Resources Department (WRD), Government of Manipur, Imphal is entrusted with the project of "Project Management & Supervision Consultant for Rejuvenation of Lamphelpat waterbody to alleviate urban Flooding, providing sustainable Water Sources for Imphal City and Promoting Eco-Tourism in Manipur". WRD, Manipur intends to engage a consultant under a single consultancy Project Management and Supervision Consultancy Services for the execution.

i.e., 3 years of this NDB assisted Project for Manipur State.

The nature of services provided by PMC will include, but will not be limited to, advising and assisting the WRD, Imphal in quality and capacity enhancement of the executing agency at the Project Execution stage with due emphasis on Capacity Building, Training, monitoring & management. The scope of services would include work from planning, designing & bid preparations etc. to final completion of project and providing 2nd tier independent quality monitoring.

The firm should fulfil the following minimum criteria for considering them to be qualified for the assessment of their offer-

- Consulting firms incorporated in any of the NDB member countries (Brazil, Russia, India, China, South Africa, Bangladesh and United Arab Emirates) of New Development Bank (NDB) only are eligible to apply.

- The firm should have minimum average annual turnover of INR 3.5 Crores in the last 3 financial years.

- The firm should have experience as Project Management Consultant (PMC) / Supervision and Quality Control Consultant (SQC) / Design and Supervision Consultant (DSC) / Program Manager for at least ONE Flood Water Management Project costing more than INR 200 Crore since 1st April 2009. The Firm should submit completion certificate of the aforesaid projects.

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- Project Implementing Unit (PIU) wise details of the project with cost & salient features are shown as below.

Sr. No.	Project	Estimated Project Cost (INR in Cr.)	Salient Feature
1	Rejuvenation of Lamphelpat waterbody to alleviate urban Flooding, providing sustainable Water Sources for Imphal City and Promoting Eco-Tourism in Manipur	650.00	The project comprises of • Developing the Lamphelpat waterbody to hold peak runoff from the catchment by creating a reservoir to reduce the flood impact. • Carry out the catchment area control strategy with soft and hard solutions. • Setup & operationalize the Real Time data acquisition system with sound automatic reservoir operation strategy. • Rehabilitation & redesigning of Storm Water System and drainage from the area entering to the reservoir. • Promoting eco-tourism etc. activities including Boating & Water sports.
	Total	**650.00**	

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REQUEST FOR PROPOSALS (RFP)

SECTION- 1 LETTER OF INVITATION
For Full Technical Proposals and Financial Proposals Using Quality Cost Based Selection (QCBS) Method

Ref. No.: Dated:

..... [Contact Person & Designation]

..... [Name of Firm & Address]

Dear Mr. /Ms.

PROJECT MANAGEMENT&SUPERVISION CONSULTANT

1. Water Resources Department (WRD), Government of Manipur- herein after referred to as the, "Agency" invites Proposals for the Project Management & Supervision Consultancy Services.

2. The Background Information and Terms of Reference for the Consulting services are provided in Section 5 of the Request for Proposal (RFP).

3. The RFP includes the following documents:

   Section 1 Letter of Invitation

   Section 2 Instructions to Consultants including Data Sheet and Evaluation Criteria

   Section 3 Technical Proposal Standard Forms

   Section 4 Financial Proposal Standard Forms

   Section 5 Terms of Reference

   Section 6 Standard Form of Contract Annexure I Data sheet

   Annexure II Evaluation Criteria

   Annexure III Format for submission of Technical Proposal.

   Annexure IV Format for submission for Financial Proposal.

   Appendices I to V.

Yours sincerely,

(Authorized Signatory)

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SECTION - 2. INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

General

1.1 Selection of bidder by the Agency will be based on Quality Cost Based Selection (QCBS) Method.

1.2 Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals. To have an idea of the assignment and local conditions, Bidders are encouraged to visit the project area. The Consultant's representatives may contact the Agency's representative named in the Data Sheet for this purpose.

1.3 Bidders shall bear all costs associated with the preparation and submission of their Proposals. The Agency 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 Bidders.

1.4 In preparing their Proposals, Bidders 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.

1.5 To assist in the examination, evaluation, and comparison of the Technical and Financial Proposals, the agency may, at its discretion, ask any Bidder for a clarification of its Proposal. Any clarification submitted by a Bidder that is not in response to the request by the agency shall not be considered. The agency's request for clarification and the response shall be in writing. No change in the substance of the Technical Proposal or Financial Proposal shall be sought, offered, or permitted. Any effort by the firm to influence the agency in the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Bidder's proposal.

1.6 Joint ventures & Associations allied can also be applied. (JV details if applicable shall be in accordance with Appendix IV). A firm shall submit only one proposal, either individually or as a JV partner in another proposal. If a firm, including a JV partner, submits or participates in more than one proposal, all such proposals shall be disqualified".

1.7 Code of Integrity for Public Procurement: Bidders should observe the highest standard of ethics and will not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

i) "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

ii) "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

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iii) "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the Agency, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

iv) "Coercive practice": harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

v) "Conflict of interest": participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of the Agency who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Agency with an intent to gain unfair advantage in the procurement process or for personal gain; and

vi) "Obstructive practice": materially impede the Agency's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Agency's rights of audit or access to information.

Submission of Proposal

1.8 Bidder is allowed to submit only one bid.

Proposal Validity

1.9 The Data Sheet indicates how long the Bidder's Proposals must remain valid after the submission date.

Bid Guarantee (EMD)

1.10 The bid guarantee in the form of DD/BG from any nationalized/ Scheduled Bank, for Rs 19.50 Lakh in favour of "Executive Engineer, Electrical & Mechanical Division, WRD, Manipur" shall be submitted by each bidder. The validity of DD/BG shall cover the validity period of the bid as defined in Data Sheet plus 30 days. This bid guarantee would be submitted in a separate sealed envelope other than the Technical and Financial proposal envelopes. The offers received on the date of submission will be opened in the presence of bidders to find out compliance of this requirement. Offers submitted without bid guarantee or with invalid bid guarantee would be rejected outright. The bid guarantee of the successful bidder will be released to him on receipt of initial performance security as stated in Clause 8 of the TOR (Section 5) and signing of agreement as per Section 6. The bid guarantee furnished by the bidders who are unsuccessful will be released immediately after the opening of the tenders, or latest within a week from the date of receipt of tenders

1.11 Restriction on Participation of Government Employees: - Bidders cannot include current Government employees of Government of NDB member countries, State, Union Territories thereof as their resource personnel /experts.

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2. CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS

2.1 Bidders may request a clarification of any of the RFP documents prior to pre bid meeting indicated in the Data Sheet (Annexure-I). Any request for clarification must be sent in writing to the address indicated in the Data Sheet. These would be clarified at the pre-bid meeting without identifying its source.

Pre-bid meeting

2.2 The bidder or his official representative is invited to attend a pre-bid meeting, which will take place at time and place indicated in data sheet. Depending on the COVID situation online mode of meeting will be considered for which the details will be uploaded in the e-portal.

2.3 The purpose of the meeting will be to clarify issues and to answer questions on any matter related to the RFP that may be raised at that stage including the clarifications requested under 2.1 above.

2.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

2.5 Bidders are requested to send their queries at least 3 days before the schedule date of pre-bid meeting in the below format:

Name of Tender				
Tender Document No.				
E- Tender ID				
Bid Opening Date				
Bidder's Name				
Contact person from Bidder with address, e-mail and Contact No.				
Sr.No.	**Section No.** **Page No.** **Para No/ Clause No.**	**Description as Per Tender/ ICB**	**Queries/ Clarification of the bidder**	**Remarks**
1.	Section No. Page No. Para No/ Clause No.			
2.	Section No. Page No. Para No/ Clause No.			
.....	Section No. Page No. Para No/ Clause No.			

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2.6 After the Pre-bid conference, Minutes of the Pre-bid conference shall be published on the e-portal. If required, a clarification letter and corrigendum to Tender Document shall be issued, containing amendments of various provisions of the Tender Document, which shall form part of the Tender Document. As per ITB-clause 2.7 below, to give reasonable time to the prospective bidders to take such clarifications into account in preparing their bids, the Procuring Entity may suitably extend, as necessary, the deadline for the bid submission.

Amendment to RFP

2.7 At any time before the submission of Proposals, the Agency may, whether at its own initiative, or in response to a clarification requested by prospective Bidder / firm, or in response to queries raised at the pre-bid meeting, amend the RFP by issuing an addendum. The addendum shall be uploaded on WRD, Government of Manipur website / e-tender portal website and will be considered as a valid amendment of the RFP. To give Bidders reasonable time in which to take an amendment into account in their Proposals, the Agency may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission.

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3. PREPARATION OF THE PROPOSAL

3.1 A Bidder's Proposal (the Proposal) will consist of two (2) components: -

I. The Technical Proposal, and

II. The Financial Proposal

3.2 All related correspondence exchanged by the Bidders would also form part of the Proposal.

3.3 The Technical & Financial Proposals should include separate cover letters for each (formats at Annexure III and IV) signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm. The letter should specify all association arrangements, and certify that each associated firm will perform its designated tasks under the assignment if the lead firm is awarded the contract.

The Technical Proposal should clearly demonstrate the Bidder's understanding of the assignment requirements and capability and approach for carrying out the tasks set forth in the TOR through the nominated experts.

4. THE TECHNICAL PROPOSAL

General

The Technical Proposal shall not include any financial information and any Technical Proposals containing financial information shall be declared non- responsive.

Technical Proposal Format and Content

4.1 The Technical Proposal shall contain information indicated in the following paragraphs from (i) to (ix) using the Standard Technical Proposal Forms (Section 3). The Bidder and each Associate must provide such information.

A brief description of the organization and outline of experience of the Bidders and each Associate on assignments of a similar nature is required in Form TECH-1. For each assignment, the outline should indicate inter alia, the assignment, contract amount, and the Bidder's involvement. Information should be provided only for those assignments for which the Bidder was legally contracted by the Employer / Corporate entity or as one of the major participating consulting firms within an association.

Assignments completed by individual experts working privately or through other consulting firms cannot be claimed as the experience of the Bidder, or that of the Bidder's Associate(s), but can be claimed by the individuals themselves in their CVs. Bidders should be prepared to substantiate the claimed experience if so, requested by the Agency.

A concise, complete, and logical description of how the Bidder's team will carry out the services to meet all requirements of the TOR in form TECH-2 supported by form TECH-3.

Comments, if any, on the TOR (to be given in Form TECH–2 to improve performance in carrying out the assignment. Innovativeness will be appreciated, including workable suggestions that could improve the quality / effectiveness of the assignment. In this regard, unless the Bidder clearly states otherwise, it will be assumed by the Agency that work required to implement any such improvements,

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are included in the inputs shown on the Bidder's Staffing Schedule (Form TECH- 4, Section – 3).

(i) A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR (Section – 5).

(ii) A Staffing Schedule (Form TECH-4, Section 3) indicating clearly the estimated duration in terms of person-months (shown separately for work in the field and in the main office for each activity and the proposed timing of each input for each nominated expert, including main office experts (if required) using the format shown in Form TECH – 4.

(iii) An organization chart indicating relationships amongst the Bidder and any Associate(s), and other parties or stakeholders, if any, involved in the assignment.

Personnel

(iv) The name, age, background employment record, and professional experience of each nominated expert, with particular reference to the type of experience required for the assignment should be presented in the CV format shown in Form TECH-5. A summary should be given in Form TECH – 6.

(v) All nominated experts (except international experts) must be Nationals of one of the NDB member countries. Only one CV may be submitted for each position.

(vi) Higher rating will be given to nominated experts of consulting firms, if any, who are regular full-time employees. The Agency defines a regular full-time employee to be a person who has been employed continuously by the Bidder or one of its Associates, for more than ten (10) months prior to the date of submission of the Proposal.

(vii) The Agency requires that each expert confirm that the content of his/her Curriculum Vitae (CV) is correct and the experts themselves should sign the certification of the CV. Copy of the CVs signed by the experts concerned must be submitted to the Agency prior to commencement of contract negotiations.

(viii) A zero rating will be given to a nominated expert if: -

i. The CV is not signed in accordance with Sub-Clause 4.1 (vii) requirements.

ii. The expert is a current employee of Government of NDB member countries, State, or Union Territories thereof.

(ix) As a checklist to ensure all these requirements have been complied with, Bidders are required to complete the, "Summary of Information on Proposed Experts", Form TECH-6.

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5. FINANCIAL PROPOSAL

5.1 All information provided in the Bidders Financial Proposal will be treated as confidential unless otherwise specified. Bidders should consider the detailed scope of work for PM & SC works as defined in ToR. The Financial Proposal should list all costs associated with the assignment. These normally cover: Remuneration for staff (Main office and Site office), office accommodation, transportation (mobilization, demobilization, local), equipment (vehicles, office equipment, furniture and supplies), and preparation of reports in requisite number of copies.

5.2 The Financial Proposal must be submitted using the format shown in Section 4. The Financial Proposal requires completion of four forms namely FIN-1, FIN-2, FIN-3(a) and FIN-3(b).

(i) Forms FIN-1 and FIN-2 shown in Section 4 relate to the costs of consulting services under two distinct categories, namely: (a) Remuneration; and (b) Out- of-Pocket Expenditures.

(ii) Remuneration is divided into billing rate estimates for expert consultants; out-of- pocket expenditures are divided costs for other out-of-pocket expenditure for items required to perform the services.

5.3 Form FIN-3 (a) & (b) summarizes the proposed cost(s) and the figures provided there in will be read out aloud at the opening of Financial Proposals.

The amounts stated under provisional sums in the Financial Proposal must be the exact figures as specified in the Data Sheet for these cost categories. Also, the list of experts, and their respective inputs, identified on Form FIN-1 must match the list of experts and their respective inputs shown in the Staffing Schedule on Form TECH-4 of the Bidder's Technical Proposal. No proposed schedule of Payments should be included in Bidders Financial Proposals. The payment schedule will be as per 6.4 of General Conditions of Agreement.

5.4 Amounts payable to the Consultant by the Agency may be subject to local taxes. It is the responsibility of the Consultant to determine the estimated taxes payable and take such amounts into account, as appropriate. All such taxes shall be deemed to be included in the Bidder's Financial Proposal.

6. SUBMISSIONS, RECEIPT AND OPENING OF PROPOSALS

6.1 Only online submission of the bids will be accepted. However, the originals of D-at-call/Demand Draft/Fixed Deposit Receipts/ Bank guarantees, other forms of Securities and originals of uploaded documents of Technical Bid are to be submitted in seal cover before opening of Technical Bid.

6.2 All documents/papers uploaded/ submitted by the bidder must be legible.

6.3 Bids must be accompanied by scan copies of Tender fee and Bid Security (EMD).

6.4 Bids must be submitted online w.e.f 13.00 Hrs of 29/03/2022 and shall be accepted upto 13.00 hours of 24-04-2022 and Technical Bids will be open on 25-04-2022 at 15.00 Hrs & opening of FINANCIAL BIDS (for Technically qualified bidders only) will be notified later. Interested bidders may attend the opening of the bid. If the office happens to be closed on the date of opening of the bid as specified, the bid will be open on the next working day at same time and venue.

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6.5 The original copies of the Bid security, Tender Fee along with the originals of uploaded documents of Technical Bid are to be submitted in seal cover to the Office of the Chief Engineer, WRD, Government of Manipur on or before 15.00 Hrs of 25-04- 2022. In case, bid security & Tender Fee are not received within the specified time, the Bid shall be considered non responsive and shall not be downloaded/evaluated.

7. PROPOSAL EVALUATION

General

7.1 From the time the Proposals are opened to the time the contract is awarded, the Bidder should not contact the Agency on any matter related to its Technical and/or Financial Proposal. Any effort by a Bidder to influence the Agency in examination, evaluation, ranking of Proposals or recommendation for award of contract shall result in rejection of the Bidder's Proposal.

Evaluation of Technical Proposals

7.2 WRD, Manipur will be responsible for evaluation of Proposals received.

7.3 WRD, Manipur evaluates the Technical Proposals on the basis of Proposal's responsiveness to the TOR using the evaluation criteria and marking system specified in the Data Sheet. Each Technical Proposal will receive a technical score (St). A Proposal shall be rejected if it does not achieve the minimum technical mark of 75 out of the maximum of 100 marks. All proposal scoring 75 or more score will be consider at par and said to be technically responsive proposal.

7.4 A Technical Proposal may not be considered for evaluation in any of the following cases:

(i) The Technical Proposal was submitted in the wrong format; or

(ii) The Technical Proposal included details of costs of the services; or

(iii) The Technical Proposal reached the Agency after the submission closing time and date specified in the Data Sheet.

7.5 After the technical evaluation is completed, the Agency shall notify Bidders whose Proposals did not meet the minimum qualifying technical mark or Bidders whose Technical Proposals were considered non-responsive to the RFP requirements, indicating that their Financial Proposals will be returned unopened after completion of the selection process. The Agency shall simultaneously notify, in writing the Bidders whose Technical Proposals found technically responsive, indicating the date, time, and location for opening of Financial Proposals.

8. OPENING AND EVALUATION OF FINANCIAL PROPOSALS

Opening of Financial Proposals

8.1 Bidder's representative is encouraged to be present at the time of opening of Financial Proposal. At the opening of Financial Proposals, Bidder representatives, who choose to attend, will sign an Attendance Sheet.

(i) Each Technical Proposal that met the minimum mark of 75 will be read out aloud.

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(ii) The Agency representative will open each responsive Financial Proposal, and will read out aloud the name of the Bidder and the total prices shown in the Bidders Financial Proposal. The Agency's representative will record this information in writing.

Evaluation of Financial Proposals

8.2 The Agency will subsequently review the detailed contents of each Financial Proposal during the examination of Financial Proposals, the Agency staff and any others involved in the evaluation process will not be permitted to seek clarification or additional information from any Bidder who has submitted a Financial Proposal.

8.3 Financial Proposals will be reviewed to ensure that the figures provided therein are consistent with the details of the corresponding Technical Proposal (e.g. personnel schedule inputs, etc.).

8.4 The commercial terms in each Financial Proposal will be checked for compliance with the requirements set forth in the Data Sheet. For instance, the validity period of the Bidders proposals must accord with the validity period set down in the Data Sheet.

8.5 Financial Proposals will be checked for computational errors or material omissions, and prices will be corrected and adjusted as necessary. In the case of material omissions, the cost of the relevant Financial Proposal will be increased by application of the highest unit cost and quantity of the omitted item as provided in the other submitted Financial Proposals.

8.6 Financial Proposal will be evaluated on basis of Quality Cost Based Selection (QCBS).

(i) The lowest evaluated Financial Proposal will receive the maximum score of 100 marks. The score for each other Financial Proposal is inversely proportional to its Evaluated Total Price (ETP) and will be computed as follows:

Sf = 100 x Fm / F where:

Sf is the financial score of the Financial Proposal being evaluated, Fm is the ETP of the lowest priced Financial Proposal,

F is the ETP of the Financial Proposal under consideration.

(ii) following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. This will be done by applying a weight as specified in the data sheet (i.e., 80%:20%) respectively to the technical and financial score of each evaluated qualifying Technical and Financial Proposal and then computing the relevant combined total score for each Bidder. Proposals will finally be ranked according to their combined technical (ST) and Financial (SF) scores using the weights indicated in the Data Sheet:

S= ST x T + SF x f

Where,

S= Combined Score, ST=Technical Score out of 100 SF= Financial Score out of 100

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T and f are values of weightage for technical and financial proposals of 80% and 20% respectively.

On the basis of the combined weighted score for quality and cost, the bidder shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract. Inthe event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1.

In such a case, an Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B = \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1 - X)$$

where,

C = Evaluated Bid Price

C low = the lowest of all Evaluated Bid Prices among responsive Bids T = the total Technical Score awarded to the Bid

T high = the Technical Score achieved by the Bid that was scored best among all responsive Bids

X = weightage for the Price as specified in the BDS

The Bid with the best evaluated Bid Score (B) among responsive Bids shall be the Most Advantageous Bid.

After such final ranking, the first-ranked Bidders will be considered as preferred bidder and invited for contract negotiations.

(iii) if an estimated budget is specified in the Data Sheet, a Financial Proposal may exceed such estimated budget, if considered necessary by the firm submitting the financial proposal. In such cases, if the firm submitting a Financial Proposal exceeding the estimated budget still obtains the highest combined score in final ranking, this winning firm may be advised, as a condition of contract negotiations, to reduce the Financial Proposal to such maximum budget without compromising the TOR for the assignment (and without modification of proposed unit rates).

(iv) The preferred Bidder shall be the first ranked Bidder (having the highest combined score). The second ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws or fails to comply with the requirements as the case may be.

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9. NEGOTIATIONS

9.1 Negotiations will be held at the address indicated in the Data Sheet Normally, such negotiations commence not less than seven days after issuance of the Agency invitation to attend the negotiations. Preferred Bidder will be invited for negotiation, as a pre-requisite for attendance at the negotiations, confirm availability of all nominated experts and satisfy such other pre-negotiation requirements as the Agency's may specify. Failure in satisfaction of such requirements may result in the Agency's proceeding to negotiate with the second preferred Bidder. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate technical, financial, and other terms and conclude a legally binding agreement.

9.2 The technical negotiations cover the Bidder's Technical Proposal, including the proposed technical approach and methodology, work plan, staffing schedule, organizational arrangements, and any suggestions made by the Bidder or the Agency to improve the implementation of the assignment. Negotiations will not result in substantial modifications to either the Bidder's Technical Proposal or the TOR (Section – 5).

9.3 The financial negotiations will generally fine-tune duration of expert's inputs and quantities of out-of- pocket expenditure items may be increased or decreased from the relevant amounts shown or agreed otherwise, in the Financial Proposal. Unless exceptional circumstances exist, the details of expert's remuneration and specified unit rates for out-of-pocket expenditures will not be subject to negotiations.

9.4 The Bidder shall confirm the modifications made in his proposals in writing within three days of conclusion of negotiations.

9.5 If contract negotiations are unable to be concluded for any reason, the Agency will a its discretion, commence negotiations with the next ranked Bidder.

10. CONFIDENTIALITY

10.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process.

11. AWARD OF CONTRACT

After completion of negotiations, the Agency shall award the contract to the selected Bidder and promptly notify the other Bidders who submitted Proposals that they were unsuccessful. The unsuccessful bidders have the right to submit a complaint or seek de-briefing regarding rejection of his bid as per clause no. 12 below.

12. GRIEVANCE REDRESSAL/ COMPLAINT PROCEDURE

12.1 Bidder has the right to submit a complaint or seek de-briefing regarding the rejection of his bid, in writing or electronically, within 10 days of declaration of techno-commercial or financial evaluation results. The complaint shall be addressed to the Head of Procurement [Superintending Engineer, Irrigation Circle-I, WRD, Manipur-795001, *Email-iromroyal@gmail.com*].

12.2 Within 5 working days of receipt of the complaint, the Tender Inviting Officer/Head of Procurement shall acknowledge the receipt in writing to the complainant indicating

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that it has been received, and the response shall be sent in due course after a detailed examination.

12.3 The Tender Inviting Officer/ Head of Procurement shall convey the final decision to the complainant within 15 days of receiving the complaint. No response shall be given regarding the confidential process of evaluating bids and awarding the contract before the award is notified, although the complaint shall be kept in view during such a process. However, no response shall be given regarding the following topics explicitly excluded from such complaint process:

a) Only a bidder who has participated in the concerned Tender Process, i.e., pre-qualification, bidder registration or bidding, as the case may be, can make such representation.

b) Only a directly affected bidder can represent in this regard.

i. In case of pre-qualification bid has been evaluated before the bidding of Technical/ financial bids, an application for review concerning the technical/ financial bid may be filed only by a bidder who has qualified in pre-qualification bid;

ii. In case a technical bid has been evaluated before the opening of the financial bid, an application for review concerning the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.

c) Following decisions of the Procuring Entity shall not be subject to review:

i. Determination of the need for procurement.

ii. Complaints against specifications except under the premise that they are either vague or too specific to limit competition

iii. Selection of the mode of procurement or bidding system;

iv. Choice of the selection procedure.

v. Provisions limiting the participation of bidders in the Tender Process, in terms of policies of the Government

vi. Provisions regarding purchase preferences to specific categories of bidders in terms of policies of the Government

vii. The decision to enter into negotiations with the L-1 bidder; and

viii. Cancellation of the Tender Process except where it is intended to subsequently re-tender the same requirement.

13 CONTRACT COMMENCEMENT DATE

The Data Sheet indicates the anticipated date for the commencement of the contract services.

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ANNEXURE –I

DATA SHEET
Information to Bidder

Clause Ref.	Particular	
1.1	Name of the Agency	Water Resources Department, Government of Manipur, Imphal
1.1	Name of the Work	Project Management & Supervision Consultancy for Rejuvenation of Lamphelpat waterbody to alleviate urban Flooding, providing sustainable Water Sources for Imphal City and Promoting Eco-Tourism in Manipur
1.2	Representative/Contact Person and Address of the Executing Agencies	1. Chief Engineer, Water Resources Department, Government of Manipur, Khoyathong, Imphal, Manipur,India-795001 Email id–cewrd-mn@gov.in 2. Superintending Engineer, Irrigation Circle-I, Water Resources Department, Manipur-795001 Email-iromroyal@gmail.com
1.8	Validity of Technical and Financial Proposals	120 days
1.9	Bid Guarantee/EMD	For Rs.19.50Lakh
2.0	Pre bid meeting date/time/venue (Bidders are requested to send their queries timely before the schedule date of pre-bid meeting at emailcewrd-mn@gov.in or iromroyal@gmail.com) (all queries may be submitted in the format above (refer ITB clause no. B 2.5)	11/04/2022, ,11.00am, Office of the Chief Engineer, Water Resources Department, Government of Manipur, Khoyathong, Imphal, Manipur, India-795001

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2.1	Bidders must submit the originals of D-at-call/Demand Draft/Fixed Deposit Receipts/ Bank guarantees, other forms of Securities	Chief Engineer, Water Resources Department, Government of Manipur, Khoyathong , Imphal, Manipur,India-795001
2.2	Evaluation Criteria	As per Annexure II
2.3	Selection Criteria	Quality Cost Based Selection: - Quality-Cost Ratio: -80:20(Technical score: Financial Score)
2.4	Date of opening of Financial Proposal	Will be intimated to Bidders whose technical proposal is found technically responsive
2.5	Expected date to start contract negotiations	Negotiations as pretender rules
2.6	Expected date for commencement of consulting services	Order Date of PM&SC+15Days

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ANNEXURE –II

Evaluation Criteria of Technical Proposal
Evaluation Criteria for Technical Proposal is as under

Sr. No.	Description	Marks	
I	FirmsRelevantExperienceinlast10years	25	Break up details given below
II	Working experience at Similar Areas	20	
III	Adequacy of work plan and methodology	15	
IV	Qualification and Relevant Experience of the Proposed Key Personnel	45	
	Total	**100**	

The minimum technical score (St) required to pass is: **75 Marks**

Note regarding evaluation:

The breakup of marks allocation for above criteria is as below:

1. The marks to be given under each of the evaluation criteria are as below: -

(I)Firms relevant experience in last 10 years (preceding financial year 2020-21 **25Marks**

Sr. No.	Sub-category	Marks
1.	Experience as Project Management Consultant (PMC) /Supervision and Quality Control Consultant (SQC)/ Design and Supervision Consultant (DSC) / Program Manager for Urban Flood Water Management Project in the last 10 years. • One (1)project ofhavingcostINR200 Crandabove–6Marks • Additional project having project cost more than INR 100 Cr. – 2markforeach project (maximum 2 No.)	**10**
2.	Experience in Program Management / Project Management Services for Projects involving soil remediation and excavation in the last 10 years. • One (1)Project of having cost INR 200 Cr and above–4 Marks • Additional project/ work having cost more than INR 100 Cr. – 1 mark for each project (maximum 2 No.)	**5**

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3.	Experience in Program Management / Project Management Services for Projects involving Waterbody Dredging in the last 10 years. • One (1) Project of having cost INR 100 Cr and above – 3 Marks •Additional project having project cost more than INR 100 Cr. – 1 mark for each project (maximum 2 No.)	**5**
4.	Experience in DPR preparation / Design Engineering services for Urban Flood Management Projects with modern RTDAS monitoring system •One (1) Project of having cost INR 100 Cr and above – 3 Marks •Additional project having project cost more than INR 80 Cr. – 1 mark for each project (maximum 2 No.)	**5**
	Sub-total	**25**

(II) Firms having relevant experience in last 10 years (preceding financial year 2020- 21) in Working at similar geographical areas in NDB member countries for Water Management Projects – 20 Marks

(III) Adequacy of the proposed work plan and methodology in responding to the TOR - 15 Marks

Sub criteria:

(a)	Understanding of Objective & Site appreciation	2
(b)	Comments on TOR	2
(c)	Team Composition and Work Program	5
(d)	Innovativeness	2
(d)	Methodology	2
(e)	Transfer of Knowledge	2
	Total	15 Marks

(IV) Qualification and competence of the key staff for adequacy of the Assignment 45 Marks

The weightage for various key staffs is as under:
Key Professionals qualifications and competence for the assignment:

Sl. No.	Key Personnel	Positions	Total Marks
1	Team Leader cum Water Management Expert	1	3
2	Deputy team Leader Cum International Water Management Specialist	1	2
3	Senior Geotechnical Expert	1	2
4	Senior Environmental Engineer	1	2

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5	Senior E&M Engineer	1	2
6	Senior Structural Engineer	1	2
7	Senior Instrumentation Engineer	1	2
8	Senior Quantity Surveyor	1	2
9	Contract/Procurement Specialist	1	2
10	IT/MIS/GIS/Financial/Community Participation Expert	1	2
11	Project Engineers	5	8
12	Assistant Engineers	10	7
13	Assistant Quantity Surveyor	7	2
14	Field Engineers	15	7
			45

The weightage marks given to evaluation sub-criteria for qualifications and competence of key professional staff are as under.

Weightage Marks for Key Professionals

Sr. No.	Description	Break up of Marks (in%)	Max Marks (in %)
1	General Qualification		**25**
	(i)Essential Educational Qualification	25	
2	Relevant Experience and Adequacy for the Project		**70**
	(iii)Total Professional experience	15 (max)	
	(iv)Experience in DPR of Urban Flood Water Management Project.	20 (max)	
	(v)Experience in Supervision of Urban Flood Water Management Project.	20 (max)	
	(vi) Experience in Supervision of Projects involving soil remediation and excavation.	10 (max)	
	(vi)Experience in Similar Capacity	5 (max)	
	Total		**100**

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SECTION - 3
TECHNICAL PROPOSAL STANDARD FORMS CONTENTS

FORM		TITLE
Annexure-III	:	Format of Covering Letter
FormTECH-1	:	Major works since01.04.2011
FormTECH-2	:	Approach paper on Methodology and Comments on ToR.
FormTECH-3	:	Composition of Team Personnel and Task Assignment.
FormTECH-4	:	Staffing Schedule
FormTECH-5	:	Curriculum Vitae(CV) format to be submitted with the Proposal
FormTECH-6	:	Summary of information on proposed experts

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Annexure III

FORMAT OF COVER LETTER FOR SUBMISSION OF TECHNICAL PROPOSAL

FROM:

[Name & Address of the Consulting Firm] TO:
[Name & Address of the Agency]
.....

Sir,

Subject: Project Management & Supervision Consultant (PM&SC) services for Rejuvenation of Lamphelpat waterbody to alleviate urban Flooding, providing sustainable Water Sources for Imphal City and Promoting Eco-Tourism in Manipur.
Regarding Technical Proposal

1. I/We ..... the undersigned, offer to provide the consulting services of the above Project. In accordance with your request for proposal dated..... I/We am/are hereby submitting my/our proposal, which includes this technical proposal, and a financial proposal sealed under separate envelopes.
   The bid guarantee/ EMD for INR 19.50 Lakhs furnished in the form of a FDR/DD/BG from the [Name of the bank, branch] is also enclosed. The bid guarantee/EMD is valid up to [Date].
2. I/We have submitted my/our offer for the PM&SC [in accordance with clause 1.7 (Section-2)].
3. If negotiations are held during the period of validity of the proposal, i.e. before [Date], I/We undertake to negotiate on the basis of the proposed staff. My/Our proposal is binding upon me/us and subject to modifications resulting from contract negotiations.
4. I/We understand that you are not bound to accept any proposal you receive.

Encl:-

Yours faithfully,
Signature.....
Full Name.....
Designation.....
Address.....
(Authorized Representative)

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FORM TECH-1

MAJOR WORK DURING LAST FIVE YEARS THAT BEST ILLUSTRATES QUALIFICATIONS

FLOOD MANAGEMENT& SUPERVISION CONSULTANT

Please provide information on each reference assignment for which your firm was legally contracted as a corporate entity or as one of the major companies within a consortium.

Project Name:		Field of Professional Service Provided by your firm:
Project Location:		Professional Staff Provided by your Company: No. of Staff:
Name of Agency(Employer):		No. of Person-Months:
Start Date(Month/Year):	Completion Date:(Month/Year)	Approx. Value of Services:(Rs)
Name of Associated Firm (s),if any:		No. of Person-Months of Professional Staff Provided by Associated Firm(s):
Name of Senior Staff (Project Director/ Coordinator, Team Leader) Involved and Functions Performed:		
Detailed Narrative Description of Project:		
Detailed Description of Actual Services Provided by your Company:		
Firm's Name and signature of Authorized Representative:		

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FORM TECH- 2

APPROACH PAPER ON METHODOLOGY PROPOSED FOR PERFORMING THE ASSIGNMENT AND COMMENTS ON TOR

Form TECH-2, 3 and 4 shall contain a description, preferably in not more than 27 pages, of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

a. Technical Approach and Methodology: - The Bidder shall explain their understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology Bidder would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs.

b. Work Plan. Bidder shall outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Agency), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing their understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.

c. Organization and Staffing. Bidder shall describe the structure and composition of its team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.

Bidder shall also include comments, if any, on counterpart staff and facilities to be provided by the Agency. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.

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FORM TECH-3

COMPOSITION OF THE TEAM PERSONNEL AND THE TASK, WHICH WOULD BE ASSIGNED TO EACH TEAM MEMBER

PROJECT MANAGEMENT & SUPERVISION CONSULTANT

Sr. No.	Name	Position	Task assigned
1			
2			
3			
4			

.....

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FORM TECH-4 STAFFING SCHEDULE

PROJECT MANAGEMENT & SUPERVISION CONSULTANT

Name	Address	Firm	Position	Months						Month Input
Main Office										
Site Office										
Other										
Total										

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FORM TECH-5

CURRICULUM VITAE (CV) FORMAT TO BE SUBMITTED WITH PROPOSAL ONE FOR EACH EXPERT (ONLY ONE CANDIDATE SHOULD BE NOMINATED FOR EACH POSITION)
PROJECT MANAGEMENT & SUPERVISION CONSULTANT

1	PROPOSED POSITION FOR THIS PROJECT	:	
2	NAME	:	
3	DATE OF BIRTH	:	
4	NATIONALITY	:	
5	PRESONAL ADRESS	:	
	TELEPHONE NO.	:	
	FAXNO.	:	
	E-MAIL ADDRESS	:	
6.	EDUCATION (The years in which Various qualifications were obtained Must be stated).	:	
7.	OTHER TRAINING	:	
8.	LANGUAGE & DEGREE OF PROFICIENCY (Indicate proficiency in speaking reading and writing of each language by excellent, good, fair or poor).	:	
9.	MEMBERSHIP IN PROFESSIONAL BODIES	:	
10.	ORGANISATIONS OF WORK EXPERIENCE	:	
11.	EMPLOYMENT RECORD From To EMPLOYER POSITION HELD AND DESCRIPTION OF DUTIES	:	(Starting with present position, list in reversed order every employment held and state the start and end dates of each Employment.) (Clearly distinguish your "employer" as an employee of the firm from a "Employer" for whom you have worked as a Consultant or an adviser.)

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12.	DETAILED TASKS ASSIGNED (IN THIS COLUMN, LIST TASKS ONE BY ONE AND SUPPORT EACH TASK BY PROJECT EXPERIENCE IN THE RIGHT-HAND SIDE COLUMN.)	:	WORK UNDERTAKEN THAT BEST ILLUSTRATES CAPABILITY TO HANDLE THE TASKS ASSIGNED.(In this Column, list project name, location, year, position held, i.e., Team Leader, etc. and exact duties rendered, and time spent on each Project.)
13	DETAILEDTASKSASSIGNED(In This column, list tasks one by one and support each task by project experience in the right-hand Side column.	:	WORK UNDERTAKENTHAT BEST ILLUSTRATES CAPABILITY TO HANDLE THE TASKS ASSIGNED.(In this column, list project name, location, year, position held ,i.e., Team Leader, etc. and exact duties rendered and time spent on each Project.)

I have been employed by [name of the firm] continuously for the last (10) months as regular full-time staff (indicate yes or no in the following boxes):
Yes No
I, the undersigned, certify to the best of my knowledge and belief that

(i) This CV correctly describes my qualifications and experience
(ii) I am not a current employee of the Executing or the Implementing Agency
(iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me provided team mobilization takes place within the validity of this proposal.
(iv) I was not part of the team who wrote the terms of reference for this consulting services assignment
(v) I am not currently debarred by a multilateral development bank
(vi) I certify that I have been informed by the firm that it is including my CV in the

Proposal for the (name of project and contract). I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.

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

[Signature of expert or authorized representative of the firm] Day/Month/Year

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FORM TECH-6

SUMMARY OF INFORMATION ON PROPOSED EXPERTS

PROJECT MANAGEMENT & SUPERVISION CONSULTANT

Family Name First Name	Proposed Position for The Project	Firm (Acronym)	Employment Status with Firm (full time Regular staff or other)	Education (Year/Institution)	No. of years of relevant Project Experience	Ex-Govt. Staff(Yes/No)	CV Signature (By Expert/ By Other)
Example:							
XYZ	Team Leader	ABC	Other	B. Tech/ BE Engineering (year/ University of XYZ)	20yrs.	No	By

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SECTION-4
FINANCIAL PROPOSAL STANDARD FORMS

CONTENTS

Forms to be used	**Financial Proposal Standard Forms**
Annexure –IV	**Format of covering letter.**
Form FIN-1	**Remuneration: Proposed Billing Rates for Experts.**
Form FIN-2	**Out-of-Pocket Expenditures Proposed.**
Form FIN-3	**(a & b) Summary of Cost Estimates.**

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FINANCIAL PROPOSAL STANDARD FORMS
FORM FIN-1

Remuneration: Proposed Billing Rates for Experts

1.1 The purpose of Form FIN-1 is to identify the monthly billing rates for each expert to be fielded by the Bidder as part of its proposed team of experts.

1.2 The following details shall be shown for each expert:

(i) Expert's name.

(ii) Employment status.

- Full-time (FT) – employee of the Bidder or an Associate Consulting
- Firm (refer to Sub-Clause 4.1(vi) Section-2.
- Other Source (OS) – an expert being provided by another source, which is not an Associate Consulting Firm.
- Independent Expert (IP) – independent self-employed expert.

(iii) Position–same as that shown on Staffing Schedule (Form TECH-4, Section 3)

(iv) Months – number of months input to match that shown on the Staffing Schedule (Form TECH-4, Section 3).

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FORM FIN-2
Out-of-Pocket Expenditures: Proposed Cost Estimates

2.1 The purpose of Form FIN-2 is to identify all the expenditures considered by the Consultant necessary to carry out the assignment.

2.2 All required expenditure items must be entered as separate items showing the following details:

(i) Unit – type of unit (monthly, daily lump sum, etc.)
(ii) Per unit cost – unit rate for the item.
(iii) Quantity – quantity of the item

Travel

2.3 Travel costs will include the return fares needed by Main Office experts to travel from their Head office, or regular place of work, to the field. The number of round trips, the cost for each trip should be shown under "Travel". A separate item, miscellaneous travel expenses should be shown to cover a lump- sum allowance for journey time expenditure/allowance for local travel. Travel expenses for field visits should be mentioned separately in Travel Expenses per field visits.

Overheads

2.4 Annexure indicated should include all costs separately such as office accommodation, transportation (local Agency's office and also for visit to work sites, minimum three suitable vehicles etc.), office equipment, furniture and supplies.

2.5 Provisional sums, which are reimbursable, include any special equipment, books, codes of Practices arrangement for workshop and trainings, which are carried out at the specific instance of the Employer.

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3. FORM FIN-3

Summary of Cost Estimates

3.1 Form FIN-3 (a) provides a summary of the elements of estimated costs for implementation of the proposed Consultant services.
Form FIN-3 (b) provides breakdown of man-month rates to be considered for release of payment.

FINANCIAL PROPOSAL SUBMISSION

The Financial Proposal shall include all the information contained in Forms FIN- 1, FIN-2, FIN-3 (a) and FIN-3 (b) in accordance with Sub-Clause 5.1 of Section 2, Instructions to Bidders.

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Superintending Engineer
Irrigation Circle No-I
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Annexure IV

FORMAT OF COVER LETTER FOR SUBMISSION OF FINANCIAL PROPOSAL

FROM: [Name & Address of the Agency] TO: [Name & Address of the consulting Firm]

.....

.....

Subject: Project Management & Supervision Consultant Engagement (PM&SC) for Water Supply Projects in Manipur – Regarding Financial Proposal

Sir,

1. I/We the undersigned, offer to provide consulting services for the above project in accordance with your RFP dated [Date] and my/our proposal (technical and financial proposals). My/Our attached financial proposal is for the sum of [Amount in words and figures]. This amount is inclusive of all taxes, levies, including G.S.T.
2. My/Our financial proposal shall be binding upon me/us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the proposal or the date extended by me/us i.e. [Date].
3. I/We certify that I/we have not engaged any Agents, nor I/we have paid any fee to any Agent for procuring this consulting service.
4. I/We understand that you are not bound to accept any proposal you receive.

Yours faithfully, Signature.....
(Authorized Representative)

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FORM FIN-1

REMUNERATION: PROPOSED BILLING RATES FOR EXPERTS
PROJECT MANAGEMENT & SUPERVISION CONSULTANT

Technical Staff					
Expert's Name	Employment Status	Position	Rate INR(Per Month)	Months	Total INR(Per Month)
Support Staff					
Name of Staff	Employment Status	Position	Rate INR (Per Month)	Months	Total INR (Per Month)

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FORM FIN-2

OUT OF POCKET EXPENSES
PROJECT MANAGEMENT & SUPERVISION CONSULTANT

Travel (For mobilization & Demobilization) (Quantity – 10 Nos)

Miscellaneous local travel Expenses (per Month)

Travel Expenses per field visit (Quantity 100 Nos)

Overheads (per Month)

Report Preparation, Production (per Month) Provisional sums (Max. INR 50 Lakhs):

(i) Equipment

(ii) Purchase of Book of specifications/ Codes*

(iii) Holding of Training and Workshops*

(iv) Other costs.

* The cost should include, the cost of course material for distribution to participants and external faculty if required.

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FORM FIN-3 (a)

SUMMARY OF PROPOSED COSTS
PROJECT MANAGEMENT & SUPERVISION CONSULTANT

No	Description	Amount INR
Fin-1	Remuneration to Professional Personnel & Support Staff	
Fin-2	Mobilization & Demobilization of staff.	
Fin-2	Overheads (to include office operation, rent, office furniture & Equipment),travel to site by Personnel	
Fin-2	Miscellaneous travel Expenses	
Fin-2	Travel expenses for field visit	
Fin-2	Report & Document preparation.	
Fin-2	Provisional Sums	
	Total cost (including all taxes, duties, levies etc incl. G.S.T.)	

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FORM FIN-3 (b) BREAKDOWN OF MAN-MONTH RATES

PROJECT MANAGEMENT & SUPERVISION CONSULTANT
(To be considered for release of payment/cost of Consultancy charges)

Sr. No.	Name & Position	Basic Salary INR	Out of Pocket Expenses INR	Sub Total INR	Fee (or) profits (% of 5) INR	Monthly fixed (5+6)INR
1	2	3	4	5	6	7

We hereby confirm that the basic salaries indicated above are taken from the organizational roll records and reflect the current salaries of staff members listed, which have not been raised other than the normal annual salary increase policy as applied to all the organizational staff.

Yours faithfully,
Signature

(Authorized Representative)

Note:

1. The basic salary should also include components of other financial benefits payable to, or for the staff members, such as vacation pay, sick leave pays, Insurance etc. (not covered under social charges).
2. Over heads should also take into account all other expenses to be incurred by the consultant excepting the, Reimbursable component of the consultancy charges.

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SECTION-5
TERMS OF REFERENCE (TOR) FOR PROJECT MANAGEMENT AND SUPERVISION CONSULTANT (PM&SC)

1. Introduction

1.1 The main objective is to take up the Development of Lamphelpat Waterbody for Integrated Flood Risk Management and Water Security in Imphal Valley inorder to cope challenges of water demand of Imphal city urbanization. The project comprises of Five Components

(a) Developing the Lamphelpat waterbody to hold peak runoff from the catchment by creating a reservoir to reduce the flood impact.

(b) Carry out the catchment area control strategy with soft and hard solutions.

(c) Setup & operationalize the Real Time data acquisition system with sound automatic reservoir operation strategy.

(d) Rehabilitation & redesigning of Storm Water System and drainage from the area entering to the reservoir.

(e) Promoting eco-tourism etc activities including Boating & Water sports.

Details of the projects with cost & salient features are shown as below.

Package	Project	Estimated ProjectCost(INR in Cr.)	SalientFeature
1	Rejuvenation of Lamphelpat waterbody to alleviate urban Flooding, providing sustainable Water Sources for Imphal City and Promoting Eco-Tourism.	650.00	• Developing the Lamphelpat waterbody to hold peak runoff from the catchment by creating a reservoir to reduce the flood impact. • Carry out the catchment area control strategy with soft and hard solutions. • Setup & operationalize the Real Time data acquisition system with sound automatic reservoir operation strategy. • Rehabilitation & redesigning of Storm Water System and drainage from the area entering to the reservoir. • Promoting eco-tourism etc activities including Boating & Water sports.
	TOTAL	650.00	

The project is a water resources management project for flood water attenuation and sustainable uses of water for drinking water purpose.

1.1 The Water Resources Department, Government of Manipur is the nodal agency responsible for overall management, supervision, and execution of this Project in

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Manipur State. The Designated Project Implementation Units (PIU) for project will actually execute the work.

The WRD, Manipur lays high emphasis on quality as well as time bound execution. In order to augment the project management capability of WRD, Manipur, it is proposed to engage a Project Management Consultant for WRD, Manipur.

2. The Consultant

2.1 The services of the PM&SC shall be provided by a consulting firm (Consultant) with adequate experience in the field. The consultant will provide the staffing as indicated in Clause 5 of ToR, though in preparing their proposals the consultants may propose alternative arrangements that, in their opinion, will provide service of an equivalent quality. The final staffing would be adjusted to suit the actual work and implementation schedule.

2.2 The Consultant will be engaged by the Water Resources Department, Manipur through Request for proposal (RFP) on the prescribed format, by inviting Technical & Financial Offers. The CVs of key personnel shall be included in the RFP along with documentary proof of qualification, their written consent and availability. The Consultant will be required to give the CVs of all the Team members at the time of submission of Proposal in accordance with Section-2.

2.3 Procedure for Engaging Consultant: The WRD, Manipur shall engage the PM&SC by.

(i) Request for Proposal on format.
(ii) Inviting Technical and Financial Offers and Technical Evaluation by WRD, Manipur
(iii) Final Selection by Quality Cost Based System (QCBS).
(iv) Give Capacity building for the PIU (Details of the training/capacity building is given below)

a) Training on the preparation of bid documents
b) Creation & Handling of MIS system for project monitoring

3. Implementation Arrangements

The Project Management and Supervision Consultant (PM&SC) would be attached to WRD, Manipur for coordination, reporting, and payment purposes and would advise and assist in capacity and quality enhancement of the executing agency. Under the overall guidance of the WRD, Manipur, the Consultant will provide management advice to PIUs on methodologies and procedures for Schemes selection, work procurement, contract management and quality monitoring of worksfor the project. The Consultant shall carry out Scrutiny of available DPRs and also provide independent Quality Monitoring.

3.1 The Consultant will establish a Main Office at Imphal. The Main Office, headed by a Team Leader will be responsible for advising the WRD, Manipur at PIU level for Schemes execution, works procurement and contract management of civil works, quality control, Monitoring project performance and coordination etc. Further, the consultant is expected to set up site office nearby Lamphelpat area, headed by project officer inorder to assess the work progress and execution at different stages.

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Inorder to work effectively the consultant should make arrange for biometric system in the offices.

The Main Office will directly liaise with PMU (Institutional arrangement of PMU is shown in Appendix-VI) in enforcing the agreed procedures. However, liaison with Supervision & Quality Control Consultants (SQC) will be only through the PIUs (Institutional arrangement of PIU is shown in Appendix-VII). SQC is also in the scope of consultant.

3.2 Status of all the activities entrusted to the Consultant would be reviewed through quarterly and any schedule meetings at WRD level. Corrective actions as identified during such meetings would be required to be taken by the Consultant.

3.3 The Consultant will be engaged in the following Activities: -

- Project Management,
- Works procurement and execution,
- Contract Management,
- Supervision & Quality Control at PIU level for each sub-components of the project / scheme.

4. Scope of Work

The Scope of work includes the following (the term PIU includes SQC where SQC have been engaged)

(a) Overseeing the preparation of Environmental & Social Impact assessment report as per NDB Guidelines/National norms/manuals for the correctness.

(b) Check the design parameters as well as benchmark indicators and make sure that they are as per Guidelines/National norms/manuals

(c) Check whether infrastructure work have been carried out and various demands has been executed properly

(d) Design of EOI documents as per the Guidelines/National norms/manuals.

(e) Visit the site if it is felt that the design needs site inspection

(f) TL/DTL to visit project site at least once every month, or as per the schedule of work execution plan with a view to providing technical oversight and advice to PIU/SQC/Contractor. Usually, such visits are expected to take 2 – 3 days each. TL/DTL are expected to be on tour away from headquarter for 5 to 6 days per month.

(g) Point out the short-comings and offer suggestions for their rectification (major defects shall be intimated in writing).

(h) Laying down for PIUs and supervising, on behalf of the WRD, Procurement procedures of contract and quality control procedures.

(i) Preparing bidding technical specifications of various components and documents for procurement for undertaking contracts in appropriate format / mode as prescribed;

(j) Assisting the Agency in bid process management, collating bid queries and preparation of clarifications, assisting in bid evaluation and advice on award of works.

(k) Advising on procedures and methodologies regarding Contractor's work program, method statements, material sources, etc. Scrutinizing, the Contractor's detailed work programme, suggesting modification, if any, in the works programme after a careful study and ensuring timely completion.

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(l) Scrutinizing on random basis and / or reviewing contractor's superintendence, personnel and suggesting modifications, if any.

(m) Scrutinizing, the Construction Methods proposed by the Contractor for carrying out the works to ensure that these are satisfactory with particular reference to the technical requirements, and deployment of plant and machinery, project implementation schedule and environments aspects as well as safety of works, personnel and the general public.

(n) Reviewing the test results/certificates of all construction material and /or sources of material and undertake additional tests as necessary to assess the quality of works as 2nd tier quality control.

(o) Advising PIUs on regular inspection of the Contractors equipment, plant, machinery, installation, etc to ensure that they are adequate and are in accordance with the terms and conditions of the contract.

(p) Evolving and implementing a system for the quality assurance of the works. The system of control of quality of material and completed works shall also include sampling method and criterion, and acceptance criteria. The sampling method and the acceptance criteria shall be based on statistical methods and the recommendations of the relevant IS codes.

(q) Developing Model for Operation & Maintenance Management for project with involvement of stakeholders.

(r) Developing IEC strategies and action plan to sensitize communities regarding benefits of project etc.

(s) Conducting socio-economic survey and developing suitable & appropriate strategies based on analysis to ensure sustainability of project.

(t) Undertake the checking of the Contractor's detailed engineering designs and suggest modifications if required as per provision of norms and guidelines;

(u) Issuing instructions to the Contractor through the Agency, which may be necessary for the execution of the works and the remedying of any defects, all in accordance with the contract;

(v) Scrutinizing the Contractor's detailed work program and construction methods proposed by the Contractor including environmental; safety, personnel and public issues.

(w) Monitoring the construction method by assessing the adequacy of the Contractor's input materials, labor, equipment and construction methods;

(x) Reviewing the quality assurance plan proposed by the Contractor through PIUs including verification of source of material and certification;

(y) Carrying out necessary quality control activities and verify that the quality of works conforms to the specifications and drawings;

(z) Monitoring the progress of activities in construction of the various contract packages for achieving the expected outputs;

- Verifying contractor's invoices and assisting the Agency in release of timely payments;
- Assisting third party inspections, if necessary, as decided by the Agency;
- Reviewing and finalizing the "as built" drawings submitted by the Contractor;
- Assisting the Agency in issue of completion certificates;
- Assisting in resolution of all contractual issues including examining the Contractor"s claims for variations / extensions or additional compensations, etc. and preparing recommendations for approval by the Agency;

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- Monitoring the complaints and informing the Agency in initiating corrective/ curative actions in times of persistent default by the Contractor.
- Monitor the implementation of project Environmental Management Plan (EMP) to ensure Contractors and its subcontractor's compliance with the measures set forth in the EMP
- Ensure that Contractor complies with the conditions, if any, stipulated in regulatory clearances, consents;
- Ensure that contractors fulfill Environmental covenants as per the NDB norms.
- Prepare Scheme wise MIS reports to be submitted to the NDB as per NDB norms
- The time indicated for PMC services may be increased by the WRD, Manipur if the project completion is delayed due to reasons whatsoever.

5. Staffing and Other Inputs:

5.1 The Consulting firm will be expected to provide the following personnel for the indicated duration. The durations given are indicative and subject to variation by agreement between the Consultant and the WRD. Consulting inputs will be about person months of experts. The Consultants team composition and inputs are shown below.

*Consultants Team Composition and Staffing Schedule

Sr.No	KeyExpertiseor Position	Minimum Numberof Positions	Duration inMonths
I	**Key Personnel forPM& SCatImphal**		
1	TeamLeadercumWaterManagementExpert	1	36
2	*Deputy Team leader cum InternationalWaterManagementSpecialist	1	6
3	*SeniorEnvironmentalEngineer	1	36
4	*SeniorE&MEngineer	1	18
5	*SeniorStructuralEngineer	1	18
6	Senior Instrumentation Expert	1	12
7	*SeniorGeotechnicalEngineer	1	6
8	*SeniorQuantitySurveyor	1	18
9	*IT/MIS/GIS/Financial/Community participationExpert	1	36
10	*ContractandProcurementSpecialist	1	8
11	*Asst.QuantitySurveyor	2	18
II	**SubProfessionalStaffatPIUs**		
1	*ProjectEngineers(Civil/E&M)	5	36
2	*AssistantEngineer	10	36

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1	Executive Assistant to Team Leader cum Office Manager	1	36
2	Finance Assistant	1	36
3	Data entry operator	1	36
4	Office assistant	2	36
* Marked positions will be need based, commensurate with quantum, nature of works, the expert/experts of requisite qualification will be deployed as per the requirement of Agency.			

5.2 Basic Qualification and Experience of the Team:

Sr. No.	Professional Key Staff	Qualification requirements
1	Team Leader cum Water Supply Expert	• Post Graduate in Water Resources Engineering/ with min 20 Years professional experience. At least 15 years' experience in execution of Water Resources Projects with at least 5 years experience as a Team Leader / DTL / in the rank of Superintending Engineer in implementing Flood water Management project. Working Age limit 65 years*
2	International Water Supply Specialist	• Post Graduate in Water Resources Engineering with min 20 Years professional experience. At least 15 years' experience in water resources management & operations and service delivery with at least 5 years" overseas experience as senior water management engineer • For this assignment, Indian National Expert who has a similar experience of working overseas for a minimum of 5 projects will be considered. • Working Age limit 65 years*
3	Senior / Structural/ Geotechnical	• B.E./B.Tech with 12 Year or M.E./M.Tech with 8 years professional experience in field of Structural / Geotechnical or equivalent. At least 4-year experience in any water resources project. • Working Age limit 65 years

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4	Senior Environmental Engineer	• B.E./B.Tech/BSc with 10 Year or M.E./M.Tech/MSc with 8 years professional experience in fieldof Environment Studies. At least 4-year experience in any similar project.
5	Senior Quantity Surveyor	• B.E/B. Tech with 12 yrs or M.E/Mtech with 8 yrs experience in field of Quantity Surveying. • Working Age Limit 65 yrs*
6	Senior Instrumentation Expert	• Post Graduate in Electrical/ Electronics/Communication Engineering with 5 Years' experience in hydrological instrumentation.
7	IT /MIS/GIS/ Financial/ Community participation Expert	• Post Graduate/ B.E. in field of specialization with 12 Years" experience (8 Years in field of IT / MIS/ GIS/ Financial/ Community participation Expert or equivalent) • Working Age limit 65 years
8	Contract and Procurement specialist	• B.E/B.Tech desirable M.Tech in • Construction Management with 10 years' experience in this field and 2 years in external aided projects.
9	Project Engineers (Civil/E&M)	• B.E with more than 5 years' experience in civil/E&M engineering works. At least 3 years professional experience in execution of Water resources infrastructure projects. • Working Age limit 65 years • Preferably retired Government employees who has work in the rank of Executive Engineer/any other same rank.
10	Assistant Engineer	• B.E(Civil) with more than 5 Years' experience in Civil Engineering works (at least 2 years in Water resources Infrastructure Project). • Working Age limit 65 years
11	Assistant Quantity Surveyor	• B.E/Diploma (Civil) with 5 yrs experience in • quantity surveying.

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12	Field Engineer	• Bachelor Degree / Diploma in Civil Engineering. Degree Holder 3 Years (2 years' experience in Water Resources Project)/ Diploma Holder 5 years (3 years' experience in Water Resources infrastructure • Working Age limit 65 years
13	Executive Assistant to Team Leader cum Office Manager	• BCA or B. Com with DCA/PGDCA, 05 years" experience of office manager or equivalent. • Working Age limit 45 years
14	Finance Assistant	• Graduate and DCA/PGDCA or equivalent, 01 years" experience in similar work. • Working Age limit 45 years
15	Office assistant	• Higher Secondary with computer uses proficiency, 01 years' experience in similar works. • Working Age limit 45 years

The age of at least one of two (TL or DTL) must be less than 60 years at the time of submission of bid.

* During the execution of the project, in case of exceptional performance and physical fitness, the limit on working age may be relaxed by the Agency.

Separate team shall be provided and deployed for PIUs and PMC as per the requirement of WRD, Manipur.

The Consultant will be responsible for deployment/ withdrawal of staff/ additional staff for efficient and complete supervision of works. However, the total staff inputs should not exceed the man-month included in the Contract. However, the CV"s of key personnel shall be included in the RFP along with documentary proof of qualification and experience, their written consent and availability.

6. Facilities

The Consultant will have to make his own arrangements for office, utilities, accommodation, and transport and should include cost of all these elements in his Financial Offer.

7. Reports

The Consultants will submit the following periodic reports at the time and in the number of copies (also in electronic copies) indicated.

(a) Inception Report: To be submitted within three (3) weeks of the commencement of services. The report will be based on work and staffing schedules agreed during contract negotiations, will include the Consultants detailed work program. (3* Copies to WRD)

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(b) Progress Report: Quarterly and Monthly reports to be submitted in English as per agency"s advice.
The reports will summarize the activity wise work performed during the reported period identifying the problems encountered, and indicating the corrective action taken or recommended.

8. Performance Security

Consultant shall be required to submit acceptable Bank Guarantee for an amount equal to 5% of the accepted consultancy cost towards Performance Security. The validity of the Bank Guarantee(s) shall cover entire duration of consultancy period plus 6 months. The format of the Bank Guarantee(s) shall be got approved by the Consultant from the WRD, Manipur (or as given in Appendix II). The Bank Guarantee(s) shall be released after satisfactory completion of the assignment and submission of completion report. If performance of the Consultant is not found satisfactory this security will be liable to be forfeited. In addition, the Consultant shall be liable for action under other clauses of the contract.

9. Penalties

9.1 The WRD, Manipur may conduct independent quality monitoring and checking of works carried out by the Consultant. If such checks disclose that works carried out by the Consultant do not meet the specified requirement, the employers will not pay the Consultant fees for the affected portion. In addition, the Consultant will incur a penalty equal to 100% of such fee and without entitlement to payment of further fees in this respect.

9.2 If the service of a team member provided by the Consultant is not acceptable to the WRD, the Consultant shall immediately replace the team member on request of WRD. If the Consultant fails to quickly deploy/replace a team member as instructed by the Employer, the Employer may make temporary arrangement. The temporary deployment/replacement shall be paid by the WRD with commensurate reduction in the person month scope of the PMC Contract. In addition, The Consultant shall incur a penalty equal to 10% of the cost to the employer of the temporary deployment / replacement until such time that the Consultant provides an acceptable replacement/ team member. This will however be a temporary arrangement and if the Consultant fails to deploy the requisite personnel or replace any member as instructed, the Consultant shall be liable for action for termination of Contract and or black listing.

10. Payment Schedule

Payment shall be made on quarterly basis of time actually spent by the office experts in performance of the services plus the pro-rata overhead charges comprising the components of head offices expenses subject to availability of funds & as per Manipur Governments prevailing financial rules.

11. The size of the project packages included in this NDB assisted project is very large and hence for proper technical scrutiny and checking of the contractor's design and drawings for these large schemes, home office working may be allowed. If the

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consultant has the required engineering capabilities and expertise at their home office, then they can refer, after due approval from the WRD, important designs and drawings to their home office for proper technical scrutiny and checking.

12. The consultants may be required to carry out the following in the event of the contingencies on the request of the WRD. No financial cost should be provided against them in the present financial proposal. The events are:

(i) Preparation of reports or additional contract documents for consideration of proposals for carrying out additional work for this project;

(ii) Any other specialist services as called for by the Engineer or by other specialists, pertaining to the works contract as may be agreed upon.

(iii) The time indicated for PM&SC services may be increased by the WRD if the project completion is delayed due to reasons whatsoever.

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SECTION- 6

PROJECT MANAGEMENT & SUPERVISION SERVICES (PM&SC) AGREEMENT FOR CONSULTANT'S SERVICES Between [Water Resources Department, Imphal] And [Name of consultant] AGREEMENT

This AGREEMENT is made on this day of, 2022 among the [Name and Address of Employer] (herein after referred to as WRD „Agency") which expression shall where the context so admits, includes (herein after called the „Consultants") on the third part which expression shall where the context so admits, includes his successors in office and assigns.

WHEREAS

(a) The Agency intends to carry out Rejuvenation of Lamphelpat waterbody to alleviate urban Flooding, providing sustainable Water Sources for Imphal City and Promoting Eco-Tourism Project as defined (hereinafter called the Project) in accordance with the NDB/NLCP/JAL SHAKTI/CPHEEO Guidelines;

The Agency has requested Consultant to provide certain Consulting services required for the project as defined in the General Conditions of agreement attached to this agreement (hereinafter called the Services);

(b) The Consultants, having represented to the Agency that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in the Agreement;

NOW THEREFORE the parties hereto hereby agree as follows: -

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

(a) The General Conditions of Agreement (hereinafter called,GC');

(b) The Special Conditions of Agreement (hereinafter called the,SC'); The following document and Appendices:

Section 1 - Letter of Invitation.

Section 2 - Instructions to Consultants including Data Sheet. Section 3 – Technical Proposal Standard Forms.

Section 4- Financial Proposal Standard Forms. Section 5 - Terms of Reference.

Section 6 - Standard Form of Contract and General Conditions of Contract, Special Conditions of Contract.

Appendix I to Appendix VII

All related correspondence exchanged between the Agency and the Consultant.

The mutual rights and obligations of the Agency and the Consultants are set forth in the Agreement; in particular:

(a) The Consultant shall carry out the services in accordance with the provisions of the Agreement; and

(b) The Agency shall make payments to the Consultant in accordance with the provisions of the Agreement.

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

FOR AND ON BEHALF OF WRD, MANIPUR

.....

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FOR AND ON BEHALF OF CONSULTANT [Name of the Consultant] By
…… [Authorized Representative]

Witness 1 AND 2
(Note: If the Consultant consist of more than one entity all of these entities should appear as Signatories e.g. in the following manner)

FOR AND ON BEHALF OF EACH OF THE MEMBERS OF CONSULTANT
(Name of the member)
By (Authorized Representative)

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GENERAL CONDITIONS OF AGREEMENT (GC)

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following term whenever used in this Agreement have following meanings:

"Applicable Law" means the laws and any other instruments having the force of law in the India and the State of Manipur. In relation to activities in that State, as they may be issued and in force from time to time;

"Agency" means the Water Resources Department, Manipur. The Agency shall be the Employer who may delegate any or all functions to a person or body nominated by him for specified functions;

"Agreement" means the Agreement signed by the Parties, together with all documents/Appendices attached hereto and includes all modifications made in term of the Provisions of Clause 2.6 hereof;

"Authorized Representatives" is the person named in Clause 1.7 of GC to execute the agreement and administer the contract;

"Bank" means any Scheduled or Institutional bank so designated by the Water Resources Department for their banking transactions relating to this agreement;
"Consultant" means their Personnel engaged for carrying out of services under this agreement;

"WRD" means Water Resources Department, Manipur;

"Chief Engineer" means an Officer designated as Chief Engineer of the Water Resources Department, Manipur;

"Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 hereof;

"Executive Engineer" means Executive Engineer of concerned Project Management Unit or Project Implementation Unit;

"Personnel" means persons hired by the Consultants or by any sub-consultant as employees and assigned to the performance of the Services or any part thereof;

Project Director means a n officer designated as Project Director of the Project.

"Key personnel" means the personnel referred to in Clause 4.2(a) hereof;

"NDB" means New Development Bank;

"Party" means the agency or the Consultants, as the case may be, and Parties means both of them;

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"PMU" means Project Management Unit of NDB assisted project at Imphal head office of WRD, Manipur;
"PIU" means Project Implementation Unit of NDB assisted Project;

"Services" means the work to be performed by the Consultants pursuant to this Agreement for the purposes of the project as per the Term of Reference (TOR) Section 5 hereof;

"Starting Date" means the date referred to in Clause 2.3 hereof;

"Third Party" means any person or entity other than the Government, the Agency, or the Consultants.

1.2 Relation between the Parties
Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Agency and the Consultants. The Consultants, subject to this Agreement, have complete charge of Personnel, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing the Agreement
This Agreement, it's meaning and interpretation, and the Applicable Law shall govern the relations between the Parties.

1.4 Language & Headings
This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this agreement. The Headings shall not limit, alter, or affect the meaning of this Agreement.

1.5 Notices:

1.5.1 Any notice, request, or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, speed post, E-Mail/ facsimile to such Party at the addresses specified hereunder:

Agency Consultants: ----------
Name and Address to be given Attention: ----------
Phone:
E-mail: Fax: [Note: Fill in the blanks]

1.5.2 Notice will be deemed to be effective as follows:
The notice shall be deemed to be effective in the manner and at time as specified as follows:

(a) In the case of personal delivery, speed post or registered mail, on delivery;
(b) In the case of E-Mail and facsimiles, 24 hours following confirmed transmission.

1.6 Location
The services shall be performed at such locations as are specified in TOR.

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1.7 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Agreement by the Agency or the Consultants may be taken or executed by the officials as under:

For the Agency	For the Consultant
Project Director Phone –.....	..... Phone - .....

Taxes and Duties: The Consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended, or enacted laws during life of this agreement and the Employer shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

1.8 The conditions shown in Request for Proposal (RFP), Term of Reference, Technical, and Financial Offers shall form the part of this agreement.

2. COMMENCEMENTS, COMPLETION, MODIFICATION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement
This agreement shall come into force and become effective on the date (the "Effective Date") of the Employer notice to the Consultants instructing them to begin carrying out of the services. The notice shall confirm that the effectiveness conditions, if any, listed in Special Conditions (SC) of this agreement have been met. Provided that the Agreement may become effective in different participating States on different dates.

2.2 Termination of Agreement for Failure to Become Effective
If this Agreement has not become effective within such time period after the agreement signed by the Parties as shall be specified in the SC of this agreement, the Agency or the Consultant may, by not less than 15 days written notice to the other Party, declare this Agreement to be null and void, and in the event of such a declaration by either party, neither Party shall have any claim against the other party with respect hereto.

2.3 Commencement of Services: The Consultants shall begin carrying out the Services at the end of such period after the effective date as specified in the SC of this agreement.

2.4 Expiration of Agreement: Unless terminated earlier pursuant to GC Clause 2.9 hereof, the Agreement shall expire when services have been completed and all payments have been made at the end of such time period after the Effective date as shall be specified in the SC or this agreement.

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

2.6 Modification
Modifications of the terms and conditions of this agreement, including any modification of the scope of the services, may only be made by written agreement between the parties. Pursuant to Clause 7.2 of this agreement

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hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this agreement, Force Majeure means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligation here under impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, war, riot. civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action which are not within the power of the Party invoking Force Majeure to prevent, confiscation or any other action by Government agencies.

(b) Force Majeure shall not include any event, which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agent or employees or,

(c) Force Majeure shall not include any event, which a diligent Party could reasonably have been expected to:

(d) Take into account at the time of the conclusion of this Agreement and/or;

(e) Avoid or overcome in the carrying out of its obligations hereunder.

(f) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Agreement

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

A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.3 Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.7.4 Extension of Time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments

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During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of services and in reactivating the Services after the end of such period.

2.8 Suspension: The Agency, by written notice of suspension to the Consultants, may suspend all payments to the Consultants hereunder, if the Consultants fail to perform any of their obligations under this Agreement, including the carrying out of the Services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the Consultants to remedy such failure within a period not exceeding fifteen (15) days after receipt by the Consultants of such notice of suspension.

The Agency, for any reasons beyond his reasonable control, may ask the consultant to suspend whole or part of the work/services for such time till the reasons are removed or settled. The extra time period of such duration shall be granted as time extension on the original terms and conditions.

2.9 Termination

2.9.1 By the Agency

a) The Agency, may by not less than fifteen (15) days written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (g) of this Clause, terminate this Agreement: If the Consultants fail to remedy the failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 of this agreement hereinabove, within fifteen (15) days of receipt of such notice of suspension or within such further period as the Agency may have subsequently approved in writing;

b) If the Consultants (or if the Consultants consists of more than one entity, (of any of their members) become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

c) If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 10 of this agreement hereof;

d) If the Consultants submit to the Agency a statement which has a material effect on the rights, obligations or interests of the Agency and which the Consultants know to be false;

e) If as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;

f) If the Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement;

g) If the Consultant, in the judgment of the Agency, was engaged in any activity falling under Conflict of Interests category as defined in Clause 3.2 hereof.

2.9.2 By the Consultants:

The Consultants may, by not less than thirty (30) days written notice to the Agency such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (d) of this Clause, terminate this agreement:

(a) If the Agency fails to pay any money due to Consultants pursuant to this agreement and not subject to dispute pursuant to Clause 10 of this agreement

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hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Agency is in material breach of its obligations pursuant to this agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Agency of the Consultant's notice specifying such breach;

(c) If as the result of Force Majeure, the Consultants are unable to perform a material potion of the services for a period of not less than sixty (60) days; or

(d) If the Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause 10 of this agreement hereof.

2.9.3 Cessation of Rights and Obligations

Upon termination of this Agreement pursuant to GC Clauses 2.2 or 2.9.1 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 of this agreement hereof, all rights and obligations of the Parties hereunder shall cease, except:

(a) Such rights and obligations as may have accrued on the date of termination or expiration;

(b) The obligation of confidentiality set forth in Clause 3.3 of this agreement hereof; The Consultant's obligation to permit inspection, copying and auditing of their accounts and record set forth in Clause 3.6 of this agreement hereof;

(c) The Consultant's obligations regarding default in performance of the services in accordance of the provisions of the agreement and for any loss suffered by the Agency, whereof, as a result of such default; and

(d) Any right, which a party may have under the Applicable Law.

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

2.9.5 Payment upon Termination:
Upon termination of this agreement pursuant to Clauses 2.9.1 or 2.9.2 of this agreement hereof, the Employer shall make the payment pursuant to clause 6 of this agreement hereof for services satisfactorily performed prior to the effective date of termination, subject to other conditions of this agreement, to the Consultants (after offsetting against these payments any amount that may be due from the Consultants to the Agency):

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) to (c) Clause 2.9.1 of this agreement or in Clause 2.9.2 of this agreement hereof has occurred, such party may, within forty-five (45) days after receipt of notice of termination from the other party, refer the matter to arbitration pursuant to Clause 10 of this agreement hereof.

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3. OBLIGATIONS OF THE CONSULTANT

3.1 General

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

3.1.2 Law Governing Services: The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as any personnel of the Consultant and/or Sub- Consultants and agents, comply with the Applicable Law time being in force.

3.2 Conflict of Interests

3.2.1 Consultants not to benefit from Commissions, discounts etc.: The remuneration of the Consultants pursuant to Clause 6 of this agreement hereof shall constitute the Consultant's sole remuneration in connection with this agreement or the services and subject to Clause 3.2.2 of this agreement hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any of the Personnel and agents, or either of them, similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules of Funding Agencies: If the Consultants, as part of the Services, have the responsibility of advising the Agency on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines applicable in the state of Manipur and shall at all times perform such responsibility in the best interest of the Agency. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Agency.

3.2.3 Consultants and Affiliates not to engage in certain activities: The Consultants agree that, during the term of this agreement and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than the services and any continuation thereof) for any Project resulting to the Services.

3.2.4 Prohibition of Conflicting Activities: The Consultants shall not engage and shall cause their personnel as well as Sub-Consultants and their Personnel not to engage, either directly or indirectly in any business or professional activities in the State of Manipur which would conflict, with the activities assigned to them under this Agreement.

3.3 Confidentiality: The Consultants, their Sub-Consultants and the personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Agreement, disclose any proprietary or confidential information relating to the project, the services, this agreement or the Agency's business or operations without the prior written consent of the Agency.

3.4 Limitations of the consultant's liability towards Agency:

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Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out of the services, the Consultants, with respect to the damage caused by the Consultants to the Agency's property, or the State's property, shall not be liable to Agency or the State, as the case may be:

(i) For any indirect or consequential loss or damage, and

(ii) For any direct loss or damage that exceeds:

(A) The total payments for services made and expected to be made to the Consultant hereunder; or

(B) The proceeds Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (A) or (B) is higher.

(C) The limitation of liability shall not affect the Consultant's liability, if any, for damage to third parties caused by the Consultants or person or firm acting on behalf of the Consultant in carrying out the services.

3.5 Accounting, Inspection and Auditing:

The Consultants shall:

(i) Keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof; and

(ii) Permit the Agency or its designated representative periodically, and up-to one year from the expiration or termination of this agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Agency.

3.6 Reporting Obligations: The Consultants shall submit to the Agency the reports and documents specified in Clause 7 of TOR (Section 5) hereto, in the form, in the numbers and within the time period set forth in the said Para and also furnish specific data/information called for by the Agency as and when required.

3.7 Documents Prepared by the Consultants to be the Property of the Employer: All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the State Agency under this agreement shall become and remain the property of the Agency. The Consultants shall, not later than upon termination or expiration of this Agreement, deliver all such documents etc. to the Agency, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.8 Equipment and Materials furnished by the Agency: Equipment and materials made available to the Consultants by the Agency or purchased by the Consultants with funds provided by the Agency shall be the property of the respected Agency and shall be marked accordingly. Upon termination or expiration of this agreement, the Consultants shall make available to the Agency an inventory of such equipment's and material and shall dispose of such equipment's and materials in accordance with the Agency's instruction.

Equipment's and materials, the Consultants, unless otherwise instructed by the Agency in writing, shall insure them at the expense of the Agency in an amount equal to their replacement value.

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3.9 Insurance to be taken Out by the Consultant:

The Consultants shall:

(i) Take out and maintain, and shall cause any Sub-Consultants to take out and maintain at their (or the Sub-Consultants, as the case may be) own cost but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified below; and

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

(iii) Third party motor vehicle liability insurance as required under Motor Vehicles Act 1988 in respect of motor vehicles operated in India by the Consultants or their personnel or any sub-Consultant or their personnel for the period of the Consultancy; and

(iv) Employer's liability and worker's compensation insurance in respect of the personnel of the Consultant and of any Sub Consultant, in accordance with relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate

3.10 Consultants' Actions Requiring Agency's Prior Approval

The Consultants shall obtain the Agency's prior approval in writing before taking any of the following actions:

(a) appointing such members of the Personnel as are listed in Section 5, TOR, (Consultant's Key Personnel) merely by title but not by name;

(b) any other action that may be specified in the SC.

4. CONSULTANT'S PERSONNEL

4.1 General: The Consultants shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

4.2 Description of Personnel: The titles, agreed job descriptions, minimum qualifications and approximate period of engagement in carrying out of the Services of each of the Consultant's Key Personnel are described in Section 5, TOR.

4.3 If additional work is required beyond the scope of the Services specified in TOR, the estimated time-input for the Key Experts may be increased by agreement in writing between the Agency and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 6.1(C), the Parties shall sign a Contract amendment. The contract amendment rates will be increased/decreased in proportion to the change in the Consumer Price Index, issued by the Central Statistics Office, Ministry of Statistics and Program Implementation, GOI from the date of signing of contract to the date of Contract amendment.

4.4 Approval of Personnel: The Key Personnel listed by title and by name in the bid are hereby approved by the Agency. In respect of other personnel, which the Consultants propose to use in the carrying out of the Service, the Consultants shall submit to the Agency for review and approval of a copy of their biographical data. If the Agency does not object in writing (stating the reasons for the objection) within thirty (30) calendar days from the date of

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receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Agency.

4.5 Removals and / or Replacement of Personnel:

(a) Except as the Agency may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants, shall forthwith provide as a replacement a person of equivalent or better qualifications acceptable to the Employer, such replaced person shall be inducted only after approval by the Agency;

(b) If the Agency

(i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or

(ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Consultants shall, at the Agency's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Agency.

4.6 Team Leader and Dy. Team Leader: The Consultants shall ensure that at all times during the Consultants performance of the Services, under this agreement, a Team leader/Dy. Team leader in the Project Management office at Imphal acceptable to the Agency, shall take charge of the performance of such services.

4.7 Working Hours, Overtime, Leave, etc.

4.7.1 Working hours and holidays for Experts are set forth in Appendix V.

4.7.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix V, and the Consultant's remuneration shall be deemed to cover these items.

4.7.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Agency and Consultant shall ensure that expert's absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

5. OBLIGATIONS OF THE EMPLOYER

5.1 Payment: In consideration of the Services performed by the Consultants under this agreement, the Agency shall make to the Consultants such payments and in such manner as is provided by GC Clause 6 of this agreement.

5.2 Access to Land: The Authority warrants that the Consultants shall have free of charge unimpeded access to all land in the State of Manipur in respect of which access is required for the performance of the Services.

5.3 Assistance and Exemptions Unless otherwise specified in the SC, the Authority shall use its best efforts to ensure that the Government shall:

5.3.1 Provide the Consultants, the Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub-Consultants and Personnel to perform the Services.

5.3.2 Assist the Consultants, sub-Consultants and the Personnel employed by them for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law.

5.3.3 Grant to the Consultants, any sub-Consultants and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into State of

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Manipur reasonable amount of currency for the purposes of the Services or use of the personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.

5.3.4 Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

6. PAYMENTS TO THE CONSULTANTS

6.1 Cost Estimates;

A. The payment to the Consultant in consideration of the services rendered by him shall be made on the monthly basis. The payment shall be calculated on the basis of time actually spent by such Personnel in the performance of the services after the date determined in accordance with Cl.2.3 or such other date as parties may agree in writing. Such remuneration shall be subject to price adjustment as specified in SC.

B. Except as may be otherwise agreed under GC Clause 2.6, payment under this agreement shall not exceed the ceilings specified as under. The Consultants shall notify the Authority as soon as cumulative charges incurred for the services have reached 80% of ceilings.

C. The Ceiling amount is INR 3.00 Crore

6.2 Currency of Payment:

All payments under this agreement shall be made by Account Payee Cheque /RTGS/ ECS in Rupees.

6.3 Payment to the Consultants: Subject to the ceiling specified in Clause 6.1(C) hereof, the Agency shall pay to the Consultants on the basis of time actually spent by the Consultants Personnel in the performance of the services at the specified rates approved by the Agency every month.

6.4 Mode of Billing and Payment:

The billing and payment in respect of services shall be made as follows:

(a) The Agency shall cause to be paid to the Consultants an advance payment as specified in the SC and as otherwise set forth below. The advance payments will be due after provision by the Consultants to the Agency of a Bank Guarantee for 110% of advance amount by a Bank acceptable to the Agency in an amount (or amounts) specified in SC, such a bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SC, and (ii) to be in the form set forth in Appendix III hereto or in such other form as the Employer shall have approved in writing;

(b) As soon as practicable and not later than the Fifteen (15) days after the end of each calendar month, during the period of services, the Consultant shall submit to Agency in duplicate itemized statements accompanied by the copies of the receipted invoices, vouchers and other appropriate supporting materials of the amounts payable pursuant to GC Clauses 6.3 and 6.4 for such month;

(c) The Agency shall cause the payment of the Consultants periodically as given above within thirty (30) days after the receipt by the Agency of bills with supporting documents. Only such portion of a monthly statement/bill that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and cost authorized to be incurred by the consultants, the Agency may add or subtract the difference from any subsequent payments;

(d) The final payment under this clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the

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Consultants and approved as satisfactory by the Agency. The services shall be deemed completed and finally accepted by the Agency and the final report and final statement shall be deemed approved by the Agency as satisfactory, ninety (90) calendar days after receipt of the final report and final statement by the Agency unless the Agency, within such ninety (90) days period, gives written notice to the Consultants specifying in detail deficiencies in the services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount, which the Agency has paid or caused to be paid in accordance with this clause, in excess of the amounts actually payable in accordance with the provisions of this agreement, shall be reimbursed by the Consultants to the Agency within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Agency for payment must be made within six (6) calendar months after receipt by the Agency of a final report and a final statement approved by the Agency in accordance with the above.

6.5 Recovery: Any sum falling due or any loss caused due to this agreement shall be recoverable by the Agency from the Consultant as if it were arrears of land revenue.

7. FAIRNESS AND GOOD FAITH

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

7.2 Operation of the Agreement: The Parties recognize that it is impractical in this agreement to provide for every contingency which may arise during the life of the agreement, and the Parties hereby agree that it is their intention that this agreement shall operate fairly as between them, and without detriment to the interest of either of them and that if during the term of this agreement either Party believes that this agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GC Clause 10 thereof.

8. ACTION WHEN THE KEY PERSONNEL NOT PROVIDED

As per Para 5 of the TOR (Section 5) the Consultant is required to provide the Key Personnel with qualification and experience as laid down therein. The team given in Technical Proposal will have to be employed on the work. No replacement will be allowed for six months. However, the changes of team members will be allowed only in exceptional circumstances on approval of the Agency. If the services of required staff are not made available at proper time and in specified number, the proportionate payment shall be deducted from the bills of the Consultant as specified in Clause 8.2 of the TOR (Section 5). In addition, the Consultant shall be liable for action under other clauses of the contract that may ultimately result in the termination and or black listing of the contract

9. The Consultant shall be liable for defects, discrepancies and disorders etc. in works executed under his supervision.

10. SETTLEMENT OF DISPUTES

10.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this agreement or the interpretation thereof.

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10.2 Dispute Settlement: Any dispute between the Agency and the Consultants as to matters arising pursuant to this agreement, which cannot be settled amicably within thirty (30) days after receipt, by one Party or the other. Party,s request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in Clause 10.3 hereof.

10.3 If any dispute or difference of any kind whatsoever shall arise in connection with or out of this Contract and which is not amicably settled between Consultant and the Agency as per provisions of Clause 10.2 of the agreement the same shall be referred for settlement to the Adjudicator nominated by the Government of Manipur, Water Resources Department within 14 days of arising of such disputes. The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of dispute. Performance under the Contract shall continue notwithstanding the reference to the Adjudicator.

10.4 A Party not satisfied with the decision of the Adjudicator shall be free to refer the case for arbitration under the provisions of The Arbitration and Reconciliation Act 1996 within 30 days. If neither Party prefers the dispute to Arbitration within the above 30 days, the Adjudicator's decision will be final and binding.

10.5 Except where the decision has become final, binding and conclusive in terms of sub-Clause 10.4 above, the disputes or difference shall be referred for Adjudication through arbitration by a sole Arbitrator appointed by WRD.

10.6 It is the term of this contract that the Party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with notice for the appointment of Arbitrator and giving reference to the rejection by the Adjudicator.

10.7 The cost and expenses of arbitration proceedings shall be paid as determined by the arbitrator.

10.8 Miscellaneous: In any arbitration proceeding hereunder:

(a) Proceedings shall, unless otherwise agreed by the Parties, be held in the State Capital, Imphal.

(b) The English language shall be the official language for all purposes And

(c) The decision of the arbitrator shall be final and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

11. JURISDICTION

The Agreement has been entered into at Imphal and its validity, construction, interpretation & legal effects shall be to the exclusive jurisdiction of the courts of Manipur. No other jurisdiction shall be applicable.

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SPECIAL CONDITIONS OF AGREEMENT (SC)

Number of Amendments of, and Supplements to, Clauses in the GC General Condition of Agreement.

2.1 The agreement shall come into force and effect on date order to commence services is issued by Agency.

2.2 The time period shall be 15 days unless any other time period parties may agree in writing.

2.3 The time period shall be 15 days unless any other time period parties may agree in writing.

2.4 The time period shall be [36] months unless any other time period parties may agree in writing.

3.7 The Consultant shall not use these documents for purposes unrelated to this agreement without the prior written approval of the Agency.

3.10(b) The other actions are: Taking any action under a civil works agreement designating the Consultants as, "Engineer", for which action, pursuant to such civil works agreement, the written approval of the Employer (Agency) as , "Employer" is required.

4.6 The person designated as Team Leader/Dy. Team Leader in TOR shall serve in that capacity, as specified in Clause GC 4.5.

6.1 Payments for remuneration made in accordance with Clause GC 6:1 shall be adjusted as follows:

(1) Remuneration of employed personnel pursuant to the quoted rates shall be adjusted only once after 12 months from the date of commencement by increasing it by a factor of increase in Consumer Price Index issued by the Central Statistics Office, Ministry of Statistics and Program Implementation, GOI.

(2) Notwithstanding any other provisions in the agreement in this regard, this provision will prevail and override any other provision to the contrary in this agreement.

6.4(a) The following provisions shall apply to the advance payment and the advance payment guarantee:

(1) An advance payment of 10% of total payable amount shall be made on receipt of request depending on availability of fund by the agency, within 30 days after request with advance payment bank guarantee for 110% of advance amount. The advance payment will be set off by the Agency in 8 equal monthly instalments of principal amount + interest @ 10% per annum, against the payments of the service;

(2) The bank guarantee shall be for the period of agreement for the amount to be paid as advance payment.

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Appendix – I

General Scope of Work & Tasks of Key International Water Management Specialist

- Undertake review of the technical and operational soundness of project and identify gaps, risks and suggest improvements on overall implementation for ensuring sustainable service delivery.
- Review the technical specifications and service delivery targets proposed in the contracts and suggest improvements and additions if any for ensuring quality and timely completion of construction and ensuring effective service delivery to customers.
- Review the detailed engineering designs, quality assurance plans and service delivery plans, submitted by the contractors for at least One schemes and suggest improvements for ensuring sustainability of the project.
- Develop and establish focused policies for ensuring positive environmental impact from the project.
- Verifying the financial projections of capital and operating costs and revenue recovery potential and determining operating subsidies.

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Appendix: II
FORM OF PERFORMANCE BANK GUARANTEE

To: [name of Employer]

[address of Employer] Dear Sir(s)

WHEREAS [name and address of consultant] (hereinafter called "the Consultant") has undertaken, in pursuance of Contract No.
dated to provide Consultancy services for the WRD Project [Project name and brief description of Works] (hereinafter called "the Contract") AND WHEREAS it has been stipulated by you in the said Contract that the Consultant shall furnish you with a Bank Guarantee by Scheduled or Institutional Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract; AND WHEREAS we have agreed to give the Consultant such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultant, up to a total of INR [amount of guarantee] (*)

[in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of guarantee] (*) as aforesaid, without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said amount from the Consultant before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the Contract or of the Consultancy Services to be performed thereunder or of any of the Contract documents which may be made between you and the Consultant, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid until ..... (i.e.) 6 months from the date of completion of consultancy services.

Signature and Seal Name of Bank/Financial
Institution Address

Date

The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract.

Note 1: The stamp papers of appropriate value shall be purchased in the name of bank that issues the "Bank Guarantee".

Note 2: The bank guarantee shall be from a Scheduled or Institutional Bank.

* An amount shall be inserted by the bank representing the amount of the Advance Payment.

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Appendix: III
FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

To: [name of Employer]
address of Employer]

Dear Sir(s)

In accordance with the provisions of the Conditions of Contract, sub clause 6.4(a) ("Advance Payment") of the above-mentioned Contract, [name and address of consultant] (hereinafter called "the Consultant") shall deposit with [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of

the Contract in an amount of
[in words].

[amount of guarantee] *

We, the [bank], as instructed by the Consultant, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Consultant, in the amount not exceeding [amount of guarantee]*
[in words].

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed there under or of any of the Contract documents which may be made between [name of Employer] and the Consultant, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until [name of Employer] receives full repayment of the same amount from the Consultant Signature and

Seal: Name of Bank/Financial
Institution: Address: Date:

Note 1: The stamp papers of appropriate value shall be purchased in the name of bank that issues the "Bank Guarantee".

Note 2: The bank guarantee shall be from a Scheduled or Institutional Bank.

* An amount shall be inserted by the bank representing the amount of the Advance Payment.

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Appendix: IV

JOINT VENTURE DATA (If applicable)

(Names and details of all constituents of JV should be given serially clearly indicating the name of lead partner)

1. Name(s)
2. Head Office Address
   Fax No.
   Telegraph Address
   Telephone No.
3. Local/Regional Address (if any)
   Fax No. And Address Telephone No.
4. Name of Partners
   a.
   b.
   c.
5. Name(s) of Lead Firm:
6. Joint Venture Agreement:
   a. Date of agreement:
   b. Place:
7. Proposed distribution of responsibilities among constituent firms.
   a. Financial Distribution
   b. Work Distribution
      1. Work executed in last 5 years.
      2. Similar details about constituent firms to be provided on separate sheets.
      3. Following documents should be furnished in support:
         i. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bid;
         ii. Experience in works of similar nature and size of each for last five years, and details of works underway or contractually Committed value, stipulated value, likely date of completion and value of balance work; and Employers who may be contacted for further information on those contracts;
         iii. Qualification and experience of key site management and technical personnel proposed for the contract.

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Appendix: V
Working Time, Holidays and Leaves

1.	Working Time	9 am to 5 pm
2.	Holidays	in a calendar year I. All Sundays II. 3 National, Holidays (26 January, 15 August and 2October) III. 7 other holidays as mutually agreed upon betweenAgency and Consultant.
3.	Leaves	Consultant staff will not be eligible for any leaves except 12 Casual Leaves in a calendar year.

1. One working (billable) day shall be not less than eight (8) working (billable) hours.
2. Months are counted from the date of the mobilization. Working days in a month of the Agency office will be considered as one month for consultants working.
3. All inputs would be Field office Inputs However, if the consultant requires to perform any part of the assignment at Home Office, the extent of work performed at home office and number of days that would be required to perform the assignment should be informed in advance to the Agency and such work to be undertaken only after the approval of the Agency. Remuneration would be same for home office and filed office inputs.
4. The claims of the remuneration of the consultant staff should be accompanied by a Time sheet and work report (in the format agreed during negotiation) duly signed by the team leader

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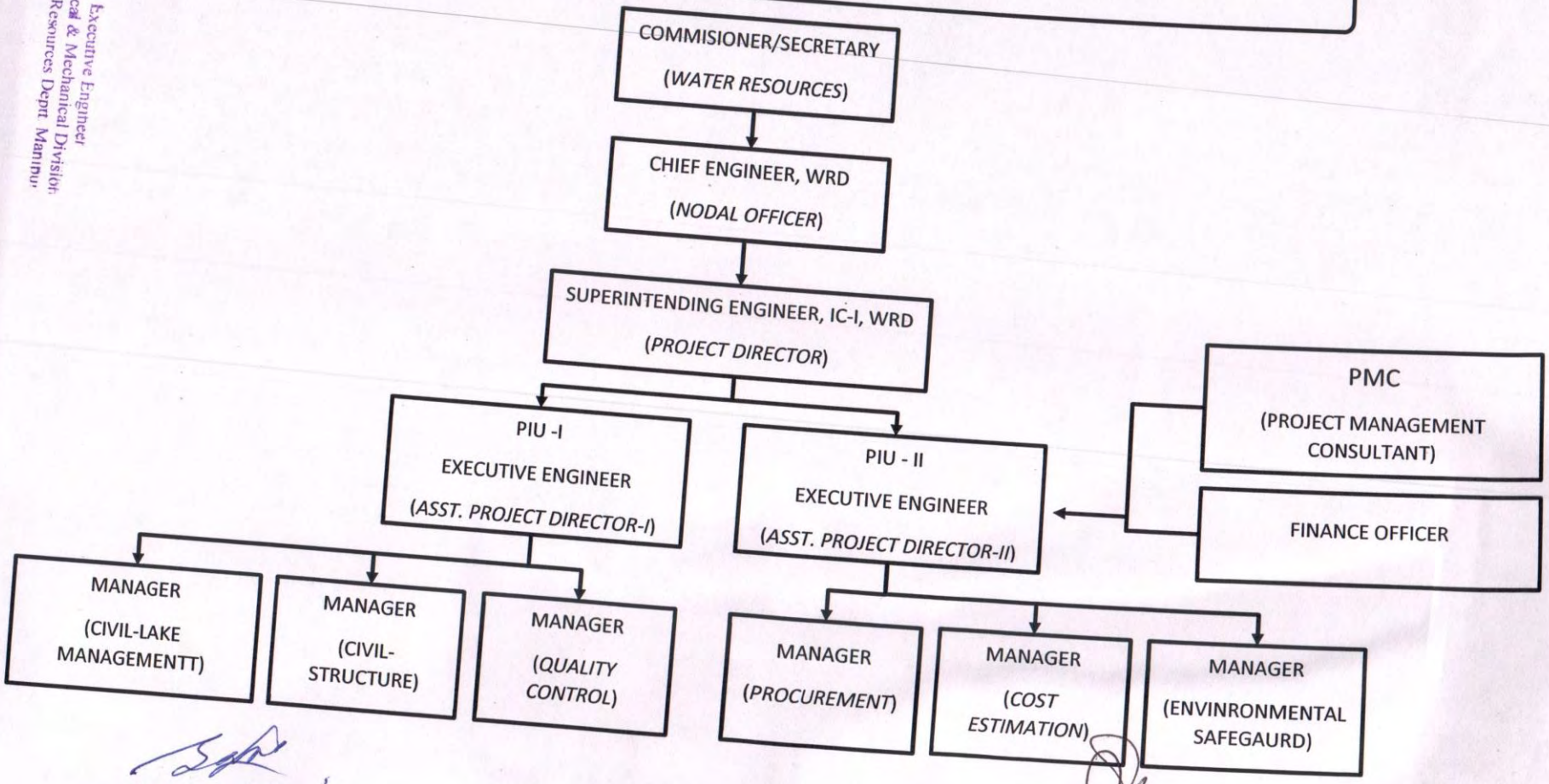
APPENDIX-VI



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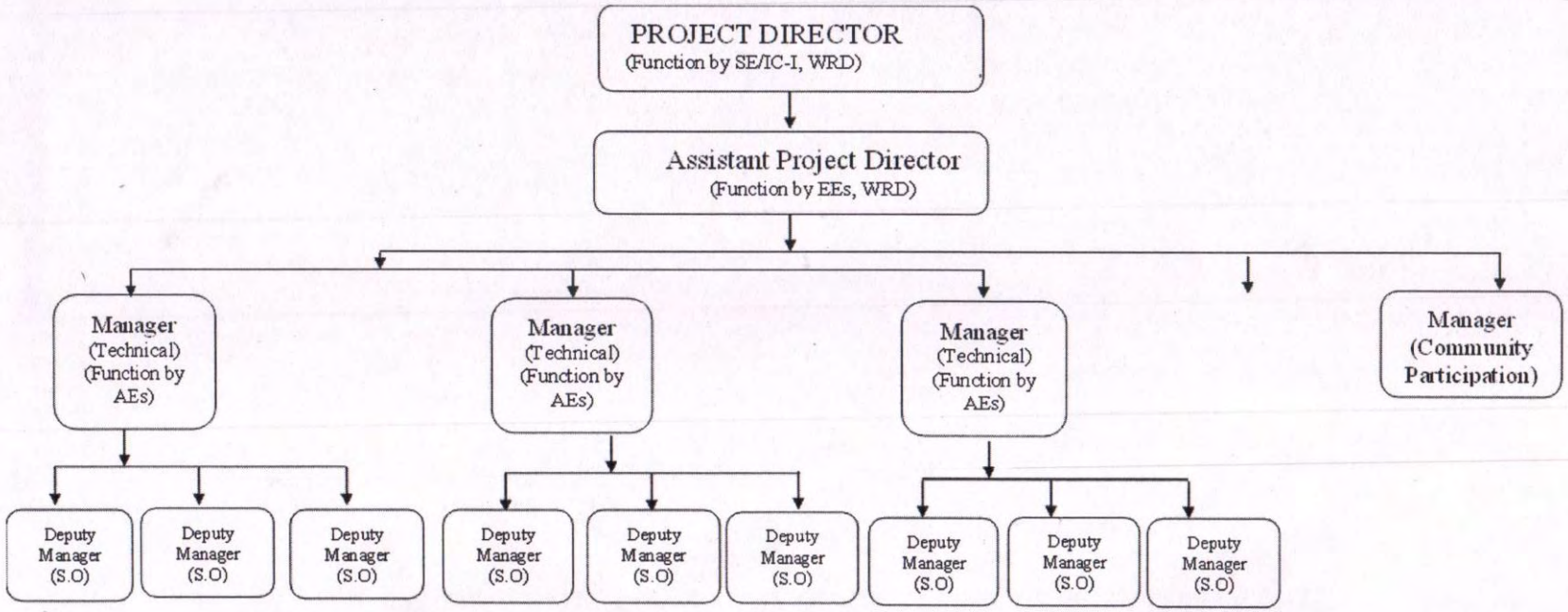
Appendix-VII

Project Implementation Unit



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