

REQUEST FOR PROPOSAL

For
Selection of

**Project Management Consultants for
Multi Village Rural Water Supply Schemes in Madhya Pradesh, India**

Bid No. 34/D&M/PMC/NDB/MPJNM/2017, Date 21/12/2017



MADHYA PRADESH JAL NIGAM MARYADIT

(A Govt. of Madhya Pradesh Undertaking)

**"D" Wing, 2nd Floor, Vindhyachal Bhawan, Bhopal, Madhya Pradesh
India – 462004**

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Date 21/12/2017

NOTICE INVITING TENDER FOR PROJECT MANAGEMENT CONSULTANT

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 9 Multi-Village Water supply Schemes ('Project') in Madhya Pradesh. The Madhya Pradesh Jal Nigam Maryadit (MPJNM), 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 Consultancy Services (hereinafter called 'Services'), from the reputed consultancy firms, which are incorporated in any one of the BRICS member countries (Brazil, Russia, India, China, and South Africa). More details on the Services are provided in the Terms of Reference (Section 5, TOR):-

Bid No.	Name of MVRWSS	Districts	Total No. of Villages in Scheme	Probable Amount of Work in EPC INR Cr.	PAC for Consultancy INR Cr.	EMD In INR Lacs	Cost of Tender Document
1	2	3	4	5	6	7	8
20/ D&M / PMC /NDB/MPJ NM/2017	1. Bhadanpur	Satna	3467	4175.73	11.20	5.60	20000/-
	2. Parsmania						
	3. Pawai	Panna					
	4. Kundalia	Rajgarh					
	5. Mohanpura	Rajgarh					
	6. PahadGarh	Rajgarh					
	6. Payli	Jabalpur, Narsinhpur, Seoni					
	7. Damoh Patera	Damoh					
	8. Kandela	Rewa					
9. Garhakota	Sagar						

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

- Consulting firms incorporated in any of the BRICS member countries (Brazil, Russia, India, China, and South Africa) of New Development Bank (NDB) only are eligible to apply.
- The firm should have minimum average annual turnover of INR 35 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) for at least **ONE** Urban/Rural Water Supply Schemes costing more than INR 500 Crore OR **THREE** Urban/Rural Water Supply Schemes costing more than INR 200 Crores each for PMC/SQC/DSC Consultancy since 1st April 2007. The Firm should either submit completion certificate of the aforesaid projects, or should have satisfactorily provided consultancy/ have satisfactorily supervised works for which payments of aforesaid amounts have been made.
- Successful completion of at least **ONE** Water Supply project consultancy assignments funded by multi-lateral financial Institutions with total contract value of fee not less than INR 5 Cr.
- The Consultant selected for PMC shall not be eligible to get SQC assignments and vice versa for these 9 NDB assisted schemes.

The firm will be selected under Least Cost Based Selection (LCBS) procedure described in the RFP. Detailed terms & conditions are mentioned in the tender document, which can be downloaded from official website www.mpjalnigam.co.in from 21.12.2017. However, the applicant will be required to pay a non-refundable fee of cost of tender document in the form of Demand Draft drawn in favour of 'Madhya Pradesh Jal Nigam Maryadit' Payable at Bhopal at the time of submission of RFP. A Pre-bid meeting shall be held on 29.12.2017 at 1100 hrs in the office of MPJNM. All clarifications and corrigendum if any shall be put on the official website. Duly filled bid documents are to be submitted on or before 15:00 hrs on 24.01.2018 and the bids received shall be opened on same day at 15:30 hrs. The qualified bidders shall be intimated the date, time and venue of opening of the financial bids.

MPJNM reserves the right to accept or not accept any/all tenders without assigning any reason thereof.

Managing Director
Madhya Pradesh Jal Nigam Maryadit
Bhopal

INVITATION FOR REQUEST FOR PROPOSAL

Project Management Consultant (PMC)

Madhya Pradesh Jal Nigam Maryadit Bhopal

Brief Description of Project

Madhya Pradesh Jal Nigam Maryadit (MPJNM) Bhopal is entrusted with the execution of Multi Village Rural Water supply Scheme (MVRVSS) in Madhya Pradesh. MPJNM Bhopal intends to engage a Consultant under a single consultancy for Project Management Consultancy during the execution and trial run period of the 9 NDB assisted MVRWSS in the State of Madhya Pradesh.

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

The Project comprises of 9 Multi Village Rural Water Supply Schemes with components such as construction of water storage structure(whenever required), Intake well Cum Pump House, Raw Water pipe line, Water Treatment Plant, Clear Water Pump, Electric Sub Stations, Conveyance main (Pumping/ Gravity) with appurtenances Valve chambers, Pillars, Thrust Blocks, Break Pressure Tanks/ Master Balancing Reservoirs, Over Head Tanks, and Distribution Network and all allied works. PIU wise details of MVRWSS with cost & number of villages are shown below in Annexure II:-

Project Details

Name of PIU	Name of MVRWSS	District	No. of Villages in Scheme	Probable Amount of Work of EPC
2	4	3	5	6
PIU Satna	Bhadanpur Parsmania	Satna	1019	1522.84
	Kandela	Rewa	109	
PIU Jabalpur	Payali	Jabalpur	638	693.67
		Narsinghpur Seoni		
PIU Rajgarh	Kundaliya	Rajgarh	535	1021.12
	Mohanpura		400	
	Pahadgarh		76	
PIU Panna	Damoh Patera	Damoh	424	938.09
	Garhakota	Sagar	108	
	Pawai Dam	Panna	158	
Total	9 Schemes	9 Districts	3467	4175.73

REQUEST FOR PROPOSALS (RFP)

SECTION- 1 LETTER OF INVITATION

For Full Technical Proposals and Financial Proposals Using Least Cost Based Selection (LCBS) Method

Ref. No.:

Dated:

.....
.....

[Contact Person & Designation]

[Name of Firm & Address]

Dear Mr. /Ms. _____

PROJECT MANAGEMENT CONSULTANT

- 1 Madhya Pradesh Jal Nigam Maryadit Bhopal - herein after referred to as the 'Agency' invites Proposals for the Project Management 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 Evaluation Criteria

Annexure II Project Details

Annexure III Format for submission of Technical Proposal.

Annexure IV Format for submission for Financial Proposal.

Appendices I to V.

**Yours sincerely,
(Authorized Signatory)**

SECTION- 2. INSTRUCTIONS TO CONSULTANTS

1. INTRODUCTION

General

- 1.1 Selection of consultant by the Agency will be based on Least Cost Based Selection (LCBS) Method.
- 1.2 Consultants 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, Consultants 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 Consultants 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 Consultants.
- 1.4 In preparing their Proposals, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 1.5 To assist in the examination, evaluation, and comparison of the Technical and Financial Proposals, the agency may, at its discretion, ask any Consultant for a clarification of its Proposal. Any clarification submitted by a Consultant 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 consultant's proposal.
- 1.6 Not more than two Consultants may associate for the purpose of submitting a joint Proposal. However,
 - (i) A consultant cannot be a party to two or more consultancy groups nor can such consultant bid individually in addition being a partner/ associate to another joint venture/ consultancy group.
 - (ii) A detailed Memorandum of Understanding between the partners of such Association/ Joint Venture stating inter-relationship and division of work between them shall be submitted.

Submission of Proposal

- 1.7 A Consultant may submit proposal for PMC and SQC both. However, the same consultant would not be engaged for both PMC and SQC, if the scope of works of such SQC includes a scheme under the scope of PMC. As such, if any consultant has submitted proposal for both PMC and SQC in any of the participating schemes, this fact should be brought to the notice of MPJNM.

Proposal Validity

- 1.8 The Data Sheet indicates how long the Consultant's Proposals must remain valid after the submission date. During this period, the Consultants shall maintain the availability of experts nominated in the Proposal. The Agency will make its best effort to take a decision on the bids within this period. In case of need, the Agency may request Consultants to extend the validity period of their Proposals. Consultants have the right to refuse to extend the validity period of their Proposals.

Bid Guarantee (EMD)

- 1.9 The bid guarantee in the form of FDR/DD from any nationalized/ Scheduled Bank, for Rs 5.60 Lac in favor of Managing Director, Madhya Pradesh Jal Nigam Maryadit, Bhopal shall be submitted by each bidder. The validity of FDR 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 7 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 within thirty days of the expiry of the validity period (including the extended period, if any).
- 1.10 **Restriction on Participation of Government Employees:** -Consultants cannot include current Government employees of Government of BRICS countries, State, Union Territories thereof as their resource personnel /experts.

2. CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS

- 2.1 Consultants may request a clarification of any of the RFP documents prior to pre bid meeting indicated in the Data Sheet. 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.
- 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.

Amendment to RFP

- 2.5 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 MPJNM website and will be considered as a valid amendment of the RFP. To give Consultants 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.

3. PREPARATION OF THE PROPOSAL

- 3.1 A Consultant'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 Consultants 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 Consultant'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 Consultant and each Associate must provide such information.

A brief description of the organization and outline of experience of the Consultants 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 Consultant's involvement. Information should be provided only for those assignments for which the Consultant 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 Consultant, or that of the Consultant's Associate(s), but can be claimed by the individuals themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Agency.

A concise, complete, and logical description of how the Consultant'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 Consultant clearly states otherwise, it will be assumed by the Agency that work required to implement any such improvements, are included in the inputs shown on the Consultant'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 Consultant 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 BRICS 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 Consultant or one of its Associates, for more than twelve (12) 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 BRICS countries, State, or Union Territories thereof.
- (ix) As a checklist to ensure all these requirements have been complied with, Consultants are required to complete the 'Summary of Information on Proposed Experts', Form TECH-6.

5. FINANCIAL PROPOSAL

- 5.1 All information provided in the Consultants Financial Proposal will be treated as confidential unless otherwise specified. 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), equipments (vehicles, office equipment, furniture and supplies), and preparation of reports in requisite number of copies.
- 5.2 The Financial Proposal must be submitted in hard copy 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 therein 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 Consultant's Technical Proposal. No proposed schedule of Payments should be included in Consultants 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 except Goods and Services Tax,**

shall be deemed to be included in the Consultant's Financial Proposal. Goods and Services Tax shall be paid separately to the consultant. Consultant is required to submit the GSTIN within 7 days of signing of the agreement.

6.0 SUBMISSIONS, RECEIPT, AND OPENING OF PROPOSALS

- 6.1 The original Proposal (both Technical and Financial Proposals) shall contain no interlineations or overwriting, except as necessary to correct errors made by Consultants themselves or to evidence provision of a price discount. The person(s) who signed the Proposal must initial any such corrections, interlineations or overwriting.
- 6.2 An authorized representative of the Consultant shall initial all pages of the original hard copy of the Financial Proposal. No other copies are required.
- 6.3 The Technical Proposal shall be marked '**ORIGINAL**' or '**COPY**' as appropriate. All required copies of the Technical Proposal as specified in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 6.4 The original and all copies of the Technical Proposal to be sent to the Agency shall be placed in a sealed envelope clearly marked '**TECHNICAL PROPOSAL**'. Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked as '**FINANCIAL PROPOSAL**' and with a warning '**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**'.
The envelopes shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and title of the Sub Project, and other information indicated in the Data Sheet. The outer envelope shall also contain bid guarantee as described in para 1.9 above. **The Financial Proposal must be submitted by the Consultant in a separate sealed envelope and duly marked as indicated above, otherwise both the Technical and Financial Proposals may be treated as non-responsive.**
- 6.5 Proposals must be delivered at the indicated Agency submission addresses on or before the time and date stated in the Data Sheet or any new date established by the Agency according to provisions of Sub-Clause 2.5.

7 PROPOSAL EVALUATION

General

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

contract shall result in rejection of the Consultant's Proposal.

Evaluation of Technical Proposals

- 7.2 MPJNM will be responsible for evaluation of Proposals received.
- 7.3 MPJNM evaluates the Technical Proposals on the basis of Proposal's responsiveness to the TOR using the evaluation criteria and points system specified in the Data Sheet. Each Technical Proposal will receive a technical score. A Proposal shall be rejected if it does not achieve the minimum technical mark of 800 out of the maximum of 1,000 points. All proposal scoring 800 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 Consultants whose Proposals did not meet the minimum qualifying technical mark or Consultants who's 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 Consultants who's 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 Consultants representative are encouraged to be present at the time of opening of Financial Proposal. At the opening of Financial Proposals, Consultant representatives, who choose to attend, will sign an Attendance Sheet.
- (i) The each Technical Proposal that met the minimum mark of 800 will be read out aloud.
 - (ii) Each Financial Proposal will be inspected to confirm that it has remained sealed and unopened.
 - (iii) The Agency representative will open each responsive Financial Proposal, and initial all the pages except printed documents and also circle any initialed change of the nature given in Clause 6.1 (section – 2). Such representative will read out aloud the name of the Consultant and the total prices shown in the Consultants 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 Consultant 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 Consultants 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 Least Cost Based Selection.

9.0 NEGOTIATIONS

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. Lowest cost quoted Consultants 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 lowest Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate technical, financial, and other terms and conclude a legally binding agreement.

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

- 9.1 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.
- 9.2 The consultant shall confirm the modifications made in his proposals in writing within three days of conclusion of negotiations.
- 9.3 If contract negotiations are unable to be concluded for any reason, the Agency will at

its discretion, commence negotiations with the next ranked consultant.

10.0 CONFIDENTIALITY

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

10.2 AWARD OF CONTRACT

After completion of negotiations, the Agency shall award the contract to the selected Consultant and promptly notify the other Consultants who submitted Proposals that they were unsuccessful.

11. CONTRACT COMMENCEMENT DATE

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

DATA SHEET
Information to Consultant

Clause Ref.		
1.1	Name of the Agency	Madhya Pradesh Jal Nigam Maryadit
1.2	Representative/Contact Person and Address of the Executing Agencies	CHIEF GENERAL MANAGER, MADHYA PRADESH JAL NIGAM MARYADIT 'D' Wing, II nd Floor, Vindhyachal Bhawan, Bhopal, Madhya Pradesh, India - 462004 Phone No. :- +91755-2579034-35 Website :-www.mpjalnigam.co.in
1.8	Validity of Technical and Financial Proposals	120 days
1.9	Bid guarantee /EMD	For INR 5.60 Lac
2.2	Pre bid meeting date/time/venue	29.12.2017, 11.00am, Office of Managing Director, Madhya Pradesh Jal Nigam Maryadit, 'D' Wing, II nd Floor, Vindhyachal Bhawan, Bhopal, Madhya Pradesh, India - 462004
6.3	Consultants must submit 2 copies of the Technical Proposal, and an original Financial proposal to the Agency at the following address: Managing Director, Madhya Pradesh Jal Nigam Maryadit, 'D' Wing, II nd Floor, Vindhyachal Bhawan, Bhopal, Madhya Pradesh, India – 462004	
6.5	not later than 24.01.2018 03.00 PM	
7.3	Evaluation Criteria	As per Annexure I
8.1	Date of opening of Financial Proposal	Will be intimated to consultants whose technical proposal is found technically responsive
9.1	Expected date to start contract negotiations	There shall be no Negotiation.
11.	Expected date for commencement of consulting services	01-03-2018

ANNEXURE –I
Evaluation Criteria of Technical Proposal

The numbers of points to be given under each of the evaluation criteria are: Points

- (i) **Qualification of the Consultant** **200**
- Consultant’s relevant experience in implementation and Project Management Consultancy
 - Supervision of Construction and maintenance of water supply project.

(ii) **Approach and methodology** **200**

- (a) Understanding of Objective 30
- (b) Quality of Methodology 50
- (c) Innovativeness 30
- (d) Work program 60
- (e) Personnel Schedule 30

(iii) **Personnel (Area of Expertise)** **600**

(a) International Water Supply Specialist	100
(b) Team Leader cum Water Supply Expert -	150
(c) Dy. Team Leader cum Water Supply Engineer-	150
(d) Senior Electrical & Mechanical/ Structural/ Geotechnical/ Environmental Engineer	50X4=200

Total Points **1000 Points**

The weightage to be applied for qualifications, experiences etc. of the staff for the assignments are:

	<u>Percentage</u>
(i) General qualifications	20%
(ii) Experience in Water Supply Project	60%
(iii) Total experience	15%
(iv) Full Time Staff	5%

Total 100 Percent

The minimum technical score required to qualify is: 800 Points

SECTION - 3

TECHNICAL PROPOSAL STANDARD FORMS CONTENTS

FORM		TITLE
Annexure III	:	Format of Covering Letter
Form TECH-1	:	Major works since 01.04.2007
Form TECH-2	:	Approach paper on Methodology and Comments on ToR.
Form TECH-3	:	Composition of Team Personnel and Task Assignment.
Form TECH-4	:	Staffing Schedule
Form TECH-5	:	Curriculum Vitae (CV) format to be submitted with the Proposal
Form TECH-6	:	Summary of information on proposed experts

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 Consultant Engagement (PMC) for MPJNM.
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 21/12/2017. 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 5.60 lacs furnished in the form of a FDR/DD 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 PMC [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.

Encls:

Yours faithfully,

Signature.....

Full Name.....

Designation.....

Address.....

.....
.....
.....

(Authorized Representative)

FORM TECH-1

**MAJOR WORK DURING LAST FIVE YEARS THAT BEST ILLUSTRATES
QUALIFICATIONS**

**MULTI VILLAGE RURAL WATER SUPPLY SCHEME
PROJECT MANAGEMENT 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:		

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

FORM TECH- 2, 3 and 4

Form TECH-2, 3 and 4 shall contain a description, preferably in not more than **25 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 consultant shall explain their understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology consultant 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.** Consultant 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.** Consultant 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.

Consultant 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.

FORM TECH-3

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

**MULTI VILLAGE RURAL WATER SUPPLY SCHEME
PROJECT MANAGEMENT CONSULTANT**

Main Office Based Experts

S.No.	Name	Position	Task assigned
-------	------	----------	---------------

1

2

3

4

.....

FORM TECH-4 STAFFING SCHEDULE
MULTI VILLAGE RURAL WATER SUPPLY SCHEME
PROJECT MANAGEMENT CONSULTANT

Name	Firm	Position	Month												Month Input																						
Main office																																					
Total																																					

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)**

**MULTI VILLAGE RURAL WATER SUPPLY SCHEME - PROJECT
MANAGEMENT CONSULTANT**

1	PROPOSED POSITION FOR THIS PROJECT	:	
2	NAME	:	
3	DATE OF BIRTH	:	
4	NATIONALITY	:	
5	PERSONAL ADDRESS	:	
	TELEPHONE NO.	:	
	FAX NO.	:	
	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.)
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.	<p>DETAILED TASKS ASSIGNED (In this column, list tasks one by one and support each task by project experience in the right hand Side column.)</p>	:	<p>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.)</p>
-----	---	---	--

I have been employed by [name of the firm] continuously for the last (12) 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

FORM TECH- 6

SUMMARY OF INFORMATION ON PROPOSED EXPERTS

**MULTI VILLAGE RURAL WATER SUPPLY SCHEME - PROJECT
MANAGEMENT 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 Signatu (By Expert/ By Other)
Example:							
XYZ	Resident Engineer	ABC	Other	B.Tech/BE Engineering (1975/ University of XYZ)	20 yrs.	No	By

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.

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 Consultant 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 Consultant 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).

2. 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 equipments, 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.

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 hard copy of 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 Consultants.

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 Consultant Engagement (PMC) for MPJNM Project
MVRWSS, 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, except 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)

FORM FIN-1

REMUNERATION: PROPOSED BILLING RATES FOR EXPERTS

**MULTI VILLAGE RURAL WATER SUPPLY SCHEME
PROJECT MANAGEMENT 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)

FORM FIN-2
OUT OF POCKET EXPENSES

MULTI VILLAGE RURAL WATER SUPPLY SCHEME
PROJECT MANAGEMENT CONSULTANT

Travel (For mobilization & Demobilization) (Quantity – 8 Nos)

Miscellaneous local travel Expenses (per Month)

Travel Expenses per field visit (Quantity 78 Nos)

Overheads (per Month)

Report Preparation, Production (per Month)

• Provisional sums (Max. INR 50 Lakhs):

- (i) Equipments.
- (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.

FORM FIN-3 (a) SUMMARY OF PROPOSED COSTS
MULTI VILLAGE RURAL WATER SUPPLY SCHEME
PROJECT MANAGEMENT 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	INR 50,00,000.00
	Total cost (including all taxes, duties, levies etc except G.S.T.)	

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

**MULTI VILLAGE RURAL WATER SUPPLY SCHEME
PROJECT MANAGEMENT CONSULTANT**

(To be considered for release of payment/cost of Consultancy charges)

S.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 pay, 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.

SECTION-5
TERMS OF REFERENCE (TOR) FOR
PROJECT MANAGEMENT CONSULTANT (PMC)

1. Introduction:

- 1.1 The project comprises 9 Multi Village Rural Water Supply Schemes with construction of Intake well, Water Treatment Plant, Raw water & Clear water mains, Over head tanks, and Distribution, House Service Connection etc. complete.
- 1.2 The Madhya Pradesh Jal Nigam Maryadit, Bhopal is the agency responsible for overall management, supervision, and execution of these 9 MVRWSS. The Project Implementation Units (PIU) at the Satna, Jabalpur, Rajgarh, and Panna actually execute the work.
- 1- The MPJNM lays high emphasis on quality as well as time bound execution. In order to augment the project management capability of MPJNM, it is proposed to engage a Project Management Consultant for MPJNM.

2- The Consultant:

- 2.1 The services of the PMC 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 Madhya Pradesh Jal Nigam Maryadit, Bhopal 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 MPJNM shall engage the PMC by.
 - (i) Request for Proposal on format.
 - (ii) Inviting Technical and Financial Offers and Technical Evaluation by MPJNM
 - (iii) Final Selection by Least Cost Based System (LCBS).

3. Implementation Arrangements:

The Project Management Consultant (PMC) would be attached to MPJNM 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 MPJNM, the Consultant will provide management

advice to PIUs on methodologies and procedures for Schemes selection, preparing the DPRs, works procurement, contract management and quality monitoring of works for the project. The Consultant shall carry out Scrutiny of DPRs and also provide independent 2nd tier Quality Monitoring.

- 3.1** The Consultant will establish a Main Office at Bhopal. The Main Office, headed by a team leader will be responsible for advising the MPJNM at PIU level for Schemes execution, works procurement and contract management of civil works, 2nd tier quality control, Monitoring project performance and coordination etc.

The Main Office will directly liaise with PMU in enforcing the agreed procedures. However liaison with Supervision & Quality Control Consultants (SQC) will be only through the PIUs.

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

- 3.5** The Consultant will be engaged in the following Activities:-

Scrutiny of DPRs if required,
Project Management,
Works procurement and execution,
Contract Management,
State Level Quality monitoring.

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 annual proposals as per NRDWP-MDWS/CPHEEO Guidelines for the correctness.
- (b) Ensure that all households of villages within project area are connected by tap water as per norms.
- (c) Check that the MVRWSS design is as per the provisions in NRDWP-MDWS/CPHEEO guidelines/manuals as amended.
- (d) Check whether the all survey work have been carried out and Demand has been estimated properly.
- (e) Check the design parameters and make sure that they are as per NRDWP-MDWS/CPHEEO Guidelines.
- (f) Visit the site if so requested by the PIU for advice, or where it is felt that the design needs site inspection.

- (g) TL/DTL to visit each scheme at least once every month, or as per the schedule provided by MPJNM, 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.
- (h) Point out the short-comings and offer suggestions for their rectification (major defects shall be intimated in writing).
- (i) Laying down for PIUs and supervising, on behalf of the MPJNM, Procurement procedures, contract management procedures and quality control procedures of the 2nd tier.
- (j) Preparing bidding documents for procurement of eligible contractors for undertaking performance based build-operate contracts;
- (k) Assisting the Agency in bid process management, collating bid queries and preparation of clarifications, assisting in bid evaluation and advice on award of works.
- (l) Developing scope of services and preparation of appropriate bidding documents for hiring the services of third party quality control services, if required.
- (m) 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.
- (n) Scrutinizing on random basis and/or reviewing contractor's superintendence, personnel and suggesting modifications, if any.
- (o) 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.
- (p) 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.
- (q) 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.
- (r) 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 and NRDWP-MDWS/CPHEEO guidelines
- (s) Developing Model Maintenance Management Plan for the MVRWSS.
- (t) Undertake the checking of the Contractor's detailed engineering designs and suggest modifications if required;
- (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 PIU/SQC 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;
- (aa) Verifying contractor's invoices and assisting the Agency in release of timely payments;
- (bb) Assisting third party inspections, if necessary, as decided by the Agency;
- (cc) Reviewing and finalizing the "as built" drawings submitted by the Contractor;
- (dd) Assisting the Agency in issue of completion certificates;
- (ee) 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;
- (ff) Monitoring the complaints and informing the Agency in initiating corrective/curative actions in times of persistent default by the Contractor.
- (gg) 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
- (hh) Ensure that Contractor complies with the conditions, if any, stipulated in regulatory clearances, consents;
- (ii) Ensure that contractors fulfill Environmental covenants as per the NDB norms.
- (jj) Prepare Scheme wise MIS reports to be submitted to the NDB as per NDB norms.
- (kk) To supervise a new/ongoing scheme(s) under the Agency with deployment of staff already provided for within the agreement, till a new SQC takes over the work of supervision.
- (ll) To assist in supervising an ongoing scheme under the Agency MPJNM, which is being supervised by an SQC, by providing services of engineers or other specialists, as requested by the Agency.
- (mm) The time indicated for PMC services may be increased by the MPJNM if the project completion is delayed due to reasons whatsoever.

4. Staffing and Other Inputs:

4.1 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 MPJNM. Consulting inputs will be about person months of experts. The Consultants team composition and inputs are shown below.

Consultants Team Composition and Staffing Schedule*

Sl. No:	Key Expertise or Position	Number of Positions	Duration in Months
1	Team Leader cum Water Supply Expert	1	39
2	Deputy team Leader Cum Senior Water Supply Engineer	1	39
3	**International Water Supply Specialist	1	6
4	*Senior Environmental Engineer	1	18
5	*Senior E&M Engineer	1	18
6	*Senior Structural Engineer	1	18
7	*Senior Geotechnical Engineer	1	6
8	*IT /MIS/GIS/ Financial/ Community participation Expert	1	39
9	*Project Engineers (Civil/E&M)	4	39
10	*Assistant Engineer	4	24
11	*Field Engineer	16	24
12	Executive Assistant to Team Leader cum Office Manager	1	39
13	Finance Assistant	1	39
14	Data entry operator	3	39
15	Office assistant	2	39

* 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.
 ** The scope of work for the International Water Supply Specialist is given in Appendix I.

4.2 Basic Qualification and Experience of the Team:

1. Team Leader cum National Water Supply Expert	B.E./B. Tech (Civil) with minimum 25 years or Post Graduate in Civil Engineering with min 20 Years professional experience. At least 15 years' experience in execution of water supply projects with at least 5 years' experience Team Leader/DTL/in the rank of Superintending Engineer in implementing water supply/sewerage projects in rural/urban local bodies Working Age limit 65 years**+
2. Deputy team Leader Cum Senior Water Supply Engineer	B.E. with 20 Years or M.E./M.Tech (Civil) with 15 years professional experience in Project Management of Civil works including in planning and construction, contractmanagement, quality management. At least 10 years professional experience in execution of Water Supply Project, and should have at least 5 years' experience in water supply network design by latest software such as WaterGems etc. Working Age limit 65 years**+
3. International Water Supply Specialist	Post Graduate in Civil Engineering with min 20 Years professional experience. At least 15 years' experience in water supply operations and service delivery with at least 5 years' overseas experience as senior water supply engineer in implementing continuous pressurized water supply systems. For this assignment, Indian National Expert who has a similar experience of working overseas for a minimum of 5 years will be considered.
4. Senior Electrical & Mechanical/ Structural/ Geotechnical/ Environmental Engineer	B.E./B.Tech with 12 Year or M.E./M.Tech with 8 years professional experience in field of Electrical/ Mechanical/ Structural/ Geotechnical/ Environmental Engineering or equivalent. At least 4 year experience in any urban/rural water supply project. Working Age limit 65 years
5. IT /MIS/GIS/ Financial/ Community participation Expert	Post Graduate/ B.E. in field of specialization with 12Years experience (8 Years in field of IT / MIS/ GIS/ Financial/ Community participation Expert or equivalent) Working Age limit 65 years
6. Project Engineers (Civil/E&M)	B.E with more than 5 years experience in civil/E&M engineering works. At least 2 years professional experience in execution of Water Supply projects. Working Age limit 65 years

7. Assistant Engineer	Bachelor Degree in Civil Engineering. 05 Years (3 years in WS Project). Retired AE in govt. sector.
8. Field Engineer	Bachelor Degree / Diploma in Civil Engineering. Degree Holder 3 Years (2years experience in WS Project) Diploma Holder 5 years (3years experience in WS)
9. 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
10. Finance Assistant	B.Com Graduate with DCA/PGDCA or equivalent, 02 years experience in similar work. Working Age limit 45 years
11. Data entry operator	Graduate and DCA/PGDCA or equivalent, 02 years experience in similar work. Working Age limit 45 years
12. Office assistant	Higher Secondary with computer use proficiency, 02 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.

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.

5. 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.

6. 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 with in 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 MPJNM)
- (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.

7.0 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 MPJNM (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.

8. Penalties:

- 8.1 The MPJNM 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.
- 8.2 If the service of a team member provided by the Consultant is not acceptable to the MPJNM, the Consultant shall immediately replace the team member on request of MPJNM. 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 MPJNM with commensurate reduction in the person month scope of the PMC Contract. In addition, The Consultant shall incur a penalty equal to 50% 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.

9. **Payment Schedule:** Payment shall be made on monthly basis of time actually spent by the office experts in performance of the services plus the prorata overhead charges comprising the components of head offices expenses.
10. **The size of the 8 out 9 schemes 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 consultant has the required engineering capabilities and expertise at their Home office, then they can refer, after due approval from the MPJNM, important designs and drawings to their Home office for proper technical scrutiny and checking.**

- 11. The consultants may be required to carry out the following in the event of the contingencies on the request of the employer. 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;**
 - (ii) Any other specialist services by the Engineer or by other specialists, pertaining to the works contract as may be agreed upon.**
 - (iii) To supervise a new/ongoing scheme(s) under the Agency with deployment of staff already provided for within the agreement, till a new SQC takes over the work of supervision. The Terms of Reference (TOR) for such supervision shall be same as that of respective SQC services for that work and is attached as “supplementary Terms of Reference” with this RFP.**
 - (iv) To assist in supervising an ongoing scheme under the Agency MPJNM, which is being supervised by another SQC, by providing services of engineers or other specialists, as requested by the Agency. The Terms of Reference (TOR) for such supervision shall be same as that of respective SQC services for that work and is attached as “supplementary Terms of Reference” with this RFP.**
 - (v) The time indicated for PMC services may be increased by the MPJNM if the project completion is delayed due to reasons whatsoever.**

Qualification and Evaluation criteria

(i) Qualification of the Consultant

Sr.No.	Category	Eligibility Criteria	Allocated Marks		
			Max marks 200	Criteria Max Marks	Final Marks of Firm
1.	Member Country	Consulting firms incorporated in any of the member countries (Brazil, Russia, India, China, and South Africa) of New Development Bank are only eligible to apply.	No Marks to be allotted.		
		Yes. (Proof of incorporation submitted)	Eligible for further evaluation.		
		No.	Disqualified.		
2.	Turnover	The firm should have minimum average annual turnover of INR 35 Crores in the last 3 financial years.		40	
		1. Less Than 35 Cr	Disqualified.		
		2. 35 to 50 Cr			37.50
		3. 50 to 75 Cr			42.75
		4. More than 75 Cr			50.00
3.	Experience	The firm should have experience as Project Management Consultant (PMC) / Supervision and Quality Control Consultant (SQC)/Design and Supervision Consultant (DSC) for at least one Urban/Rural Water Supply project costing more than INR 500 Crore OR three Urban/Rural Water Supply projects costing more than INR 200 Crores each since 1 st April 2007.		100	
		1. Less than the minimum	Disqualified		
		2. At least one contract of INR 500 cr or 3 contracts of INR 200 cr each			75
		3. Two Contract of INR 500 Cr or 6 Contract of 200 Cr.			87.50
		4. More than Two Contract of INR 500 Cr or More than 6 Contract			100

		of 200 Cr.			
4.	Experience with multi-lateral financial Institutions	Successful completion of at least one Water Supply Project consultancy assignments funded by multi-lateral financial Institutions with total contract value of fee not less than INR 5 Cr.		60	
		1. Fee Less than INR 5 Cr	Disqualified		
		2. One assignment with Fee 5 Cr			37.50
		3. Assignment with fee 5 to 10 Cr			42.75
		4. Assignment with fee more than 10 Cr			50.00

(ii) Consultant's relevant experience in implementation and Project Management Consultancy supervision of Construction and maintenance of water supply project.

Sr.No.	Category	Eligibility Criteria	Allocated Marks		
			Category Max marks	Criteria Max Marks	Final Marks of Firm
1.	Approach and methodology		200		
		Understanding of Objective		30	
		Quality of Methodology		50	
		Innovativeness		30	
		Work program		60	
		Personnel Schedule		30	

(iii) PERSONNEL EVALUATION SHEET

Sr. No.	Personnel	Criteria	Allotted Marks		
			Total Marks	Max marks for Criteria	Allotted Marks
1.	International Water Supply Specialist	<p>Post Graduate in Civil Engineering with min 20 Years professional experience. At least 15 years' experience in water supply operations and service delivery with at least 5 years' overseas experience as senior water supply engineer in implementing continuous pressurized water supply systems OR has worked in minimum Two international assignments of similar nature of work.</p> <p>For this assignment, Indian National Expert who has a similar experience of working overseas for a minimum of 5 years will be considered for International Expert. OR has worked in minimum Two international assignments of similar nature of work.</p>	100		
		Post Graduate in Civil Engineering		20	
		Less than Post Graduate in Civil Engineering			CV Disqualified
		Post Graduate in Civil Engineering			15
		Post Graduate in Water Supply Engineering/Public Health Engineering/Environmental Engineering.			20
		At least 15 years' experience in water supply operations and service delivery		30	
		Less than 15 years' experience in water supply operations and service delivery			CV Disqualified
		15 to 20 years' experience in water supply operations and service delivery			22.50

		More than 20 years' experience in water supply operations and service delivery			30
		At least 5 years' overseas experience as senior water supply engineer in implementing continuous pressurized water supply systems OR has worked in minimum two international assignments of similar nature of work.		30	
		Less than 2 years' overseas experience OR has worked in less than two international assignments of similar nature of work.			CV Disqualified
		At least 2 years' overseas experience OR has worked in minimum two international assignments of similar nature of work.			30
		Min 20 Years professional experience.		15	
		Less than 20 Years professional experience.			CV Disqualified
		20 to 25 Years professional experience.			11.25
		More than 25 Years professional experience.			15
		Full Time Staff in the Consultancy firm. (has been working continuously in the firm for at least past one year)		5	
		Yes			5
		NO			0
2.	Team Leader	B.E./B.Tech (Civil) with minimum 25 years or Post Graduate in Civil Engineering with min 20 Years professional experience. At least 15 years' experience in execution of water supply projects with at least 5 years' experience Team Leader/ DTL /in the rank of Superintending Engineer in implementing water supply/sewerage projects in rural/urban local bodies. Working age limit 65 years	150		
		Qualification – B.E. (Civil)		30	
		Less/other than B.E. (Civil)			CV Disqualified
		B.E. (Civil)			22.50

	M.E./M.Tech in Water Supply Engineering/Public Health Engineering/ Environmental Engineering			30
	At least 15 years professional experience in execution of Water Supply Project.		45	
	Less than 15 years professional experience in execution of Water Supply Project.			CV Disqualified
	15 to 20 years professional experience in execution of Water Supply Project.			33.750
	15 to 20 years professional experience in execution of Water Supply Project.			39.375
	More than 20 years professional experience in execution of Water Supply Project.			45.00
	At least 5 years' experience as team leader/DTL/ in the rank of Superintending Engineer/ in implementing water supply projects in rural/urban local bodies		45	
	Less than 5 years			CV Disqualified
	5 years.			33.750
	5 to 10 years			39.375
	More than 10 years			45.00
	B.E./B.Tech (Civil) with minimum 25 years or Post Graduate in Civil Engineering with min 20 Years overall professional experience (Post B.E./B. Tech civil).		22.50	
	B.E. with less than 25 Years or M.E./M.Tech (Civil) with less than 20 years			CV Disqualified
	B.E. with 25 Years or M.E./M.Tech (Civil) with 20 years			16.875
	B.E. with more than 25 Years or M.E./M.Tech (Civil) with more than 20 years			22.50
	Full Time Staff in the Consultancy firm. (has been working continuously in the firm for at least past one year)		7.5	
	Yes			7.50
	NO			0
	Age Limit – 65 Years (IF DTL age is <60 at the			

	time of submission of bid)			
		Age <= 65	Qualified	
		Age > 65	CV Disqualified	
2.	Dy. Team Leader	B.E. with 20 Years or M.E./M.Tech (Civil) with 15 years professional experience in Project Management of Civil works including in planning and construction, contract management, quality management. At least 10 years professional experience in execution of Water Supply Project, and should have at least 5 years' experience in water supply network design by latest software such as WaterGems etc. Working Age limit 65 years	150	
		Qualification - B.E.(Civil)		30
		Less/other than B.E. (Civil)		CV Disqualified
		B.E. (Civil)		22.50
		M.E./M.Tech in Water Supply Engineering/Public Health Engineering/Environmental Engineering		30
		At least 10 years professional experience in execution of Water Supply Project.		45
		Less than 10 years professional experience in execution of Water Supply Project.		CV Disqualified
		10 to 15 years professional experience in execution of Water Supply Project.		33.75
		15 to 20 years professional experience in execution of Water Supply Project.		39.37
		More than 20 years professional experience in execution of Water Supply Project.		45
		Experience in water supply network design by latest software such as Water Gems etc.		45
		Yes		45
		NO		CV Disqualified
		B.E. with 20 Years or M.E./M.Tech (Civil) with 15 years professional experience in Project		22.50

	Management of Civil works				
		B.E. with less than 20 Years or M.E./M.Tech (Civil) with less than 15 years			CV Disqualified
		B.E. with 20 Years or M.E./M.Tech (Civil) with 15 years			16.87
		B.E. with more than 20 Years or M.E./M.Tech (Civil) with more than 15 years			22.50
	Full Time Staff in the Consultancy firm. (has been working continuously in the firm for at least past one year)			7.50	
		Yes			7.50
		NO			0
	Age Limit – 65 Years (IF TL age is <60 at the time of submission of bid)				
		Age <= 65	Qualified		
		Age > 65	CV Disqualified		
	Senior Engineer	B.E./B.Tech with 12 Year or M.E./M.Tech with 8 years professional experience in field of Electrical & Mechanical/ Structural/ Geotechnical/ Environmental Engineering or equivalent. At least 4 year experience in any urban/rural water supply project. Age limit 65 years	50 each X 4 = 200		
		Qualification - B.E.(in relevant Discipline)		10*4=40	
		Less/other than B.E. (in relevant Discipline)			CV Disqualified
		B.E. (in relevant Discipline)			30
		M.E./M.Tech in relevant Discipline			40
	At least 4 year experience in any urban/rural water supply project.			30*4=120	
		Less than 4 year experience in any urban/rural water supply project.			CV Disqualified
		4 to 6 year experience in any urban/rural water supply project.			90.00
		6 to 8 years experience in any urban/rural water supply project.			105.00
		More than 8 experience in any urban/rural water supply project.			120.00
	B.E./B.Tech with 12 Year or M.E./M.Tech with			7.5*4 =30	

	8 years professional experience in field of Electrical & Mechanical/ Structural/ Geotechnical/ Environmental Engineering or equivalent.			
	B.E. with less than 12 Years or M.E./M.Tech with less than 8 years			CV Disqualified
	B.E. with 12 Years or M.E./M.Tech with 8 years			22.50
	B.E. with more than 12 Years or M.E./M.Tech with more than 8 years			30.00
	Full Time Staff in the Consultancy firm. (has been working continuously in the firm for at least past one year)		2.5*4=10	
	Yes			10
	NO			0
	Age Limit – 65 Years			
	Age <= 65	Qualified		
	Age > 65	CV Disqualified		

Supplementary Terms of Reference
(For Supervision Services if Required)

1. BACKGROUND

- 1.1 The Agency named in the Data Sheet is entrusted with the development, maintenance and of Multi village Rural Water Supply Scheme and has taken up for execution of Water Supply Projects mentioned in the Data Sheet in different parts of Madhya Pradesh. These Water Supply Projects will be supervised by the Consultants on behalf of the Agency under a single consultancy. The Agency intends to engage Consultants for supervision and quality control consultancy for these Water Supply Projects.

The project basically comprises Multi Village Rural Water Supply Scheme with construction of Intake well, Water Treatment Plant , Raw water & Clear water mains, Overhead tanks, and Distribution house service connection etc. complete.

It is proposed to engage highly qualified consultants with proven relevant experience in implementing of similar nature and size water supply schemes, for the supervision of proposed civil works, The proposed construction technology involves use of latest machinery and equipment and it is expected from the consultants engages and experts to be deployed to have proven National experience of handling such construction works. As the project packages are substantially large, experience in project management of the proposed magnitude is also the essential requirement. The Agency will be the Employer and Execution Agency of this project.

2. WORKS

- 2.1 The civil works proposed involves construction of all features related to Multi Village Rural Water Supply Scheme. This work involves construction of Intake, Treatment plant, Overhead Tank pumping Station, Laying Jointing and Testing of Pumping main, Gravity main and distribution of Pipe line. The supervision consultancy will handle all works related to MVRWSS packages.
- 2.2 The consultant are expected to reflect the requirement in their technical and financial proposal adequately besides dealing the project management aspect in their proposed methodology, the supervision of construction work shall require working as per requirement of civil work programme.

3. PROPOSED CONSULTANCY ARRANGEMENT

- 3.1 The MVRWSS packages have been clubbed under One Supervision consultancy package as indicated in RFP.
- 3.2 Under the proposed arrangement supervision consultant will be required to create main office, located at Satna and one field offices to be located in each

of the MVRWSS packages being handled. The main office will have senior experts performing. Supervision functions over the field offices and also performing advisory functions over the field offices and their experts. Annex-I. At field, set of experts along with the Field Engineers will be deployed separately for each of the construction package, to carry out the day-to-day supervision of works as well as quality control testing etc.

- 3.3 The consultant may associate, if they like, other consultants to enhance their capability/capacities. They even hire the services of a better-qualified and experienced key expert, Contract from outside (ensuring their availability for the project duration) to enhance the quality of the team, if such experts are not readily available with them. The majority of the experts should, however, be the permanent employees of the consultants.

4. OBJECTIVES

- 4.1 The objectives of the consultants' services are:
- (i) To ensure that high quality construction is achieved and to ensure that all works are carried out in full compliance with the engineering design, technical specifications and other contract documents within the stipulated time period.
 - (ii) To demonstrate the efficacy of contract supervision by independent external agencies experienced in field MVRWSS.

5. CONTRACT MANAGEMENT FRAMEWORK

- 5.1 A Contract Management Framework (CMF) will govern the execution of works. The main features of CMF are described below:
- (i) To administer the contracts the Agency will be the Employer. The Chief General Manager will be the overall in-charge of all Multi Village Rural Water Supply Scheme. He will be duly supported by General Manager and Managers with other supporting staff including finance and accounts people at the corporate office. The civil construction packages will have a Project Implementation Unit (PIU) headed by a General Manager duly supported with the sub-ordinate officers/staff. The Satna PIU will interact with both the Supervision Consultant and Contractors of both Multi Village Rural Water Supply Schemes and shall be reporting to the Chief General Manager, at the Head Office. The PIU will be field formation of the technical division and shall act on behalf of the Agency in their respective construction packages.
 - (ii) The CGM office will ensure the efficient procurement of works and see that the execution of sub project(s) is within the scope defined especially on variations in work quantities or additional items of work, or change in scope of work, etc. The PIU will administer and monitor the project implementation as per the requirements. In discharge of this function, the PIU will be assisted by field official of PIU and the supervision consultants.

- (iii) To ensure efficient Scheme management/administration, the General Manager will be assisted by Manager/Assistant Manager (as the case may be), MPJNM conforming to work requirements as appropriate to each package. The General Manager shall be assisted by an Accounts Officer (A.O.)/Accountants. The A.O. will be responsible for keeping and maintaining the project accounts and shall assist the General Manager and their other officers in processing of all invoices/payments pertaining to their concerned construction package PIU. The A.O. will prepare cheques for the signature of Deputy General Manager or any other technical officer entrusted with this responsibility.
- (iv) The General Manager will have authority to give directions to the supervising Consultant in all routine matters related to the contract management/administration which will include among other things application of correctives for any laxity in respect of slow progress and poor quality level of execution, to examine the cases of variation orders including variations in quantities and additional work items recommended by Supervision Consultants. The Supervision Consultants shall duly consider his suggestions/directions and in case of any differences both the Supervision Consultants and General Managers of PIU shall send their independent point to CGM office the decision of the CGM office at Head Quarter will be finally implemented. In case of variation orders or any other issue having financial implications, the General Manager of PIU will send his comments along with the view/recommendations of the Supervision Consultants for management decisions at the CGM Office. The General Manager will examine invoices of both the consultants and contractors and make the eligible payments. Both the General Manager and Supervision Consultants shall interact with each other on regular basis and GM will make prompt decisions as required in routine technical and contractual matters. All communications/ directions at PIU level to the Supervision Consultants shall be made by General Manager except in the absence of GM, when such duties will be discharged by a technical officer of PIU duly authorized for this purpose.
- (v) The Supervision Consultant will be part of the C.M.F. and will assist the Employer in all matters pertaining to contract management, as required.
- (vi) The Employer or his representative may inspect and review the progress of works and may issue appropriate directions to the Engineer for taking necessary action. The Employer or his representative may also test check the quality and quantity of the materials brought to the site for incorporating in permanent works and may also test check the quality and workmanship of the work executed in the presence of the representatives of the Engineer and the Contractor.

6. THE CONSULTANT

- 6.1 Agency in its role as 'Employer' will employ qualified consultant meeting the National standards, to undertake supervision and contract management of the proposed construction packages. The Consultants' firm so selected shall nominate a person to be the 'Engineer's Representative' This persons will be at

the TL Office on a full-time basis throughout the period of the construction supervision services, visit the project sites frequently and will be known as Team Leader. He will be the overall in-charge of the consultants' firm of all the Project Sites under this agreement and will interact with the General Manager, as well as with the head office on routine basis. Team Leader shall discharge all the duties and responsibilities of the 'Engineer's Representative'.

- 6.1 The supervision team will be composed of highly qualified and experienced key experts. The indicative qualification and experience criteria are furnished in Clause 4 of TOR. The criteria indicated are for the guidance of the consultants. The relevant professional experience means, the actual experience in the concerned area of expertise on similar nature water supply projects. The quality of work will be given due weight age during technical evaluation.
- 6.2 The consultants are required to develop the proper understanding of the project design and drawings.
- 6.3 The dates of actual deployment of some experts not provided on full time basis shall be regulated by the Employer on the basis of actual project requirement to ensure that these experts are deployed when needed and not otherwise.
- 6.4 The suggestive qualification experience for support personal (Technical) as indicated in Clause 4 of TOR shall regulate the approval of these personnel during the implementation stage. The approval in respect of these personnel from the employer will be required before the deployment. The approval by the Employer will be based on personal interview.
- 6.5 There are certain positions of key experts like Team Leader, Deputy Team Leader cum water supply engineer, Sr. Project Engineer cum Resident Engineer, where deployment of suitable personnel is considered essential for successful completion of the project. These positions are to be considered for the purpose of technical evaluation. Consultants are therefore advised to field truly competent and experienced experts at these positions.
- 6.6 The Consultant is required to review all the designs & drawings and prepare & issue to the contractor the revised and drawings for execution.

7. DUTIES AND RESPONSIBILITIES OF THE ENGINEER

- 7.1 The 'Engineer as per contract document is the party as stipulated in the 'Appendix to Bid' of the contract document. The 'Engineer' as such is the consulting firm finally engaged by the employer. The consultant is, however, required to appoint a Team Leader to act as the "Engineer's Representative". The consultant shall delegate the responsibilities to this Team Leader to work and act on behalf of the firm to carry out most of the functions related to the execution of MVRWSS. The consultancy firm may have the internal regulatory and controlling arrangement with this Team Leader and for this purpose a Team Leader might interact and receive the directions from the firm as decided by the firm. The employer may also interact with the firm required.

7.2 The duties of the 'Engineer' will be to properly supervise the works and approve the materials and workmanship of the works in cooperation and in consultation with the Employer to ensure timely completion of the project. The Engineer will administer the construction works contracts and will ensure that the contractual clauses, whether related to quality or quantities of work, are respected. The 'Engineer' shall have no authority to relieve the contractor of any of their duties or obligations under the contracts or to impose additional obligations not included in the contracts. The duties of the Engineer will also include issue decisions, certifications and orders as specified in details in the construction contract document.

7.2.1 Principal responsibilities will be generally to carry out all the duties of the Engineer as specified in the construction Contract documents, within the limitations specified therein, but not limited to the following. In case of any disparity, the stipulations made in the civil construction contract document will prevail in the order of precedence mentioned therein.

- (i) To approve the Contractor's key superintendent personnel, construction mobilization programs, temporary land to be occupied by the Contractor
- (ii) To approve the contractor's work program including activity scheduling and resource programming
- (iii) Give the order to commence the work;
- (iv) Ensure that the construction works are in accordance with the technical specifications, Environmental Management plan and other stipulation of construction contract document and the construction methods proposed by the contractor are in compliance with the above stipulations particularly, in relation to Contractor's construction equipment and other resource deployment
- (v) To approve setting out of the works layout.
- (vi) To verify and if necessary order correction of the drawings supplied by the Contractor
- (vii) Ensure a system of Quality Assurance of works, approve materials and sources of materials, concrete mix designs proposed by the contractor and approve/suggest modifications in the mix design, laying methods, sampling and testing procedure and Quality Control measures to ensure required standard and consistency in quality, at the commencement of item
- (viii) Check the laboratory and field test carried out by the contractor and develop a mechanism in consultation with Employer to involve Team Leader/RE to carry out adequate number of independent tests other than the regular testing done by laboratory personnel

- (ix) Order special tests of materials and/or completed works, order removal and substitution of improper materials and/or works as required
- (x) To make independent measurements and check all quantity measurements and calculations required for payment purpose and ensure that all measurements and calculations are carried out in a manner and at the frequencies specified in the contract documents
- (xi) Approve and/or issue good for construction drawings including variations thereof.
- (xii) Prepare/issue modified good for construction drawings based on the initial review conducted by the consultant and amendments agreed to by the Employer.
- (xiii) Prepare/issue modified good for construction drawings required for any variation order, or any other change, agreed to by the Employer.
- (xiv) To control and appraise the progress of the works to order suspension of works and to authorize with the Employer's approval, extensions of the period of completion of works.
- (xv) To monitor and check the day to day quality control and quality measurements of the works carried out under the Contract, keep all measurement records as per the directions of the Employer and issue monthly/interim payment certificates when the quality of the works is satisfactory and the quantities are correct;
- (xvi) To direct the Contractor in all matters concerning construction safety and care of the works (including the erection of the temporary signs at MPJNM-works) and if required, to request the Contractor to provide any necessary lights, guards, fencing and watchmen;
- (xvii) To direct the Contractor to carry out all such works or to do such things as may be necessary in his opinion to avoid or to reduce the risk in any emergency affecting the safety of like or of adjoining property.
- (xviii) To direct the contractor to take all necessary steps including those mentioned in the construction contract to protect the environment on and off the site which arise due to construction operations
- (xix) To inspect the works, during the construction period and during the Trial run and at proper interval Defects Liability period to issue Defects Liability Certificates after the rectification, by the Contractor, of possible defects and issue final payment certificates.
- (xx) Issue interim certificates for monthly payments to the contractors, and specify completion of parts of the totality of the works, details of progress. Payments are to be recorded in the measurement book before issue of interim certificate.
- (xxi) To verify and correct the as-built drawings supplied by the Contractor.

- (xxii) To direct contractor to take all necessary steps to maintain the rate of progress of works as per the approved programme of the contractor on monthly basis;
- (xxiii) To provide adequate Supervision of Contractor's work carried out in more than one shift thus matching the working hours to be the same as that of the contractors(s);
- (xxiv) To ensure timely completion of the project without diluting the quality standards envisaged and be fully accountable to the employer in this regard;
- (xxv) Responsibility for maintaining proper water supply in all village of project area.
- (xxvi) Provide assistance to the employer in respect of contract implementation, claims and other matters;
- (xxvii) Advise and assist the employer with respect to arbitration if so required;
- (xxviii) Review and ensure continuity of contractor's services in approved formats;
- (xxix) Prepare quarterly cash flow for the project in a format acceptable to the employer. Cash flow should identify budget estimates for all outstanding work.
- (xxx) Maintain records of all plan labour and material used in the construction of the works.
- (xxxi) Assist to acquire the land for different component of scheme and take necessary permission from concerned department. Such as revenue, forest, agriculture, private land etc. Also acquire necessary permission from road authorities, railway, water resource department, electricity department etc.

7.2.2 The other responsibilities of the Engineer will be to carry out all such duties which are essential for effective implementation of the construction contract as mentioned in but not limited, the following:

- (i) To prepare, in consultation with the Employer, a 'Construction Supervision Manual' outlining routines and procedures to be applied in contract management, construction supervision and administration. The routines and procedures will be in accordance with the requirements.
- (ii) Assist/advice Employer for advance actions required to be taken for handing of site and in achieving different milestones for completion of projects as per schedule.
- (iii) To verify the quantities of all items as per agreement and suggest modifications addition alteration to the same if necessary as per the prevailing site conditions, for the approval of the employer

- (iv) Assist Employer in proper monitoring/ progress of works and implementation of project through computer aided project management technique and Management Information System (MIS).
- (v) To write a day by day project diary which shall record all events pertaining to the Contract, request from and orders given to the Contractor, any other information which may later date be of assistance in resolving queries which may arise concerning execution of the works.
- (vi) Prepare and issue monthly and quarterly progress reports along with detailed quality control test statement in an approved format and also prepare detailed contract completion report.
- (vii) To advise the Employer on all matters relating to execution of the works, claims from the Contractor and to make recommendations thereon, including the possible recourse to arbitration.
- (viii) To prepare detailed recommendations to the Employer for contract change orders and addenda, as necessary, to ensure the best possible technical results are achieved with the available funds.
- (ix) To assist the Employer in taking over from the Contractor of each section, in particular by preparing lists of deficiencies which need to be corrected, and assisting with monitoring of the performance of the works during the defects liability period.
- (x) Prepare a maintenance manual; outline the routines to adopt in each water supply schemes.
- (xi) Assist the Employer in providing clarifications/explanations to observations made, from time to time, by the Auditor
- (xii) “Online Entries on the MIS/Works Contract Management System (WCMS) Module of the Agency as per requirement for recording information regarding Project, measurement and bills, etc.”
- (xiii) Assist the Employer in co-ordination works with different agencies and hold meetings for proper and timely implementation of the project.
- (xiv) Preparation of revised estimate etc., if required.
- (xv) Modification in design and drawings vide details in Para 7.2.1 above.
- (xvi) To carry out any other duties relevant to the project agreed during the negotiations.

(xvii) Consultant shall review the independent safety Audit and incorporate feasible minor modifications in final drawings & obtain Approval.

(xviii) *Review of design and good for construction drawings prepared by the Contractor and preparation of evaluation report of the design work for submission to the employer for approval with recommendation of approval.*

8. ACTION REQUIRING SPECIFIC APPROVAL OF THE EMPLOYER

8.1 The Engineer will be required to obtain the specific approval of the Employer in the matters as specified in construction Contract Agreement

8.2 The Engineer will seek prior permission of the Employer before taking any of the following actions-

- (i) Consenting to the sub-contracting of any part of the works.
- (ii) Certifying additional cost determined.
- (iii) Ordering suspension of work.
- (iv) Issuing the Notice to commence the work.
- (v) Approving an extension of time.
- (vi) Approving new rates either for existing items of work, arises from variation quantities beyond the limit, defined in the contract document.
- (vii) Approving new rates either for existing items of work, which arises from variation quantities beyond the limit, defined in the contract or fixing rates of non-priced works involving any extra item and extra item and certifying any additional cost determined under the provisions of contract;
- (viii) Issuing the order for special tests not provided for in the contract and determining the cost of such tests, which shall be added to the contract price.
- (ix) Issuing/approving the Technical Specification, if not provided for an item of works in the Construction Contract, similarly; for any change in Technical Specification of any item of work.

9. DUTIES AND RESPONSIBILITIES OF THE RESIDENT ENGINEER/DEPUTY TEAM LEADER

Each scheme to be headed by Independent Resident Engineer/DTL reporting and interacting with Team Leader. As the construction contracts proceed, the Resident Engineers will be required to be given some delegated power to deal with routine specific construction project problems without conflicting significantly with the command of the Team Leader. The Resident Engineer may also be required to interact with the GM. Such delegations are suggested to cover up routine nature decisions, which may not be referred unnecessary to Team Leader leading to delays in routine decisions. The working relationship

including defining of the work areas of different experts is required to be settled before the award. The consultants may deal these aspects in the proposed methodology to be furnished by the consultants, suggesting therein suitable mechanism, so that necessary provisions could be made in the consultancy contact document in this regard.

10. INTERIM AND FINAL PAYMENTS

10.1 The Supervision & quality control Consultant will process interim and final payments to the Contractor. Interim monthly payments shall be based on interim payment certificates processed by the Supervision consultant following claims filed by the Contractor. The Engineer/Engineer's Representative will be responsible for ensuring that all measurements are taken as per specification and drawings for the works and are recorded in presence of the representative of contractor and are countersigned by him. All measurements (100%) will be taken by the Engineer's Field Engineer or any senior Technical staff and also recorded in prescribed Measurement book manually and /or by computer. All measurements will be 100% checked by Project/Assistant Engineer. In processing contractual payments, the Resident Engineer and DTL of the Supervision Consultant will certify that they have checked at least 25% and 10% respectively of the measurements and quality control tests. The Resident Engineer shall intimate the details of these check tests to the GM before undertaking them, so that the GM or his officers could associate, if they wish to do so. The Resident Engineer or any of his concerned experts shall do the repeat tests or measurements, if directed by the GM of the construction package, in the presence of GM or any of his representative. In case of any conflict the Team Leader will check minimum to 3% of total measurement/quality control tests. In the event of such conflict the Employer will release to the contractor 80% of the disputed amount as certified by the Engineer and then instruct the Engineer to respond to the discrepancies within 14 days. Any discrepancy found will be settled in the following interim payment certificates.

10.2 Check the measurements of works and supplies: Measurement of the works and supplies will be checked by the staff of consultant as follows.

1. Team Leader	: -	3%
2. Deputy Team Leader	: -	10%
3. Resident Engineer	: -	25%
4. Project Engineer/AE	: -	100%

11. REPORTING REQUIREMENTS

The consultant will prepare and submit the following reports in hard and soft copies to the Employer on the format prepared by the consultants and approved by the Employer.

Particulars of the Report	No. Of Copies
1) Monthly Progress Reports	5 + softcopy
2) Quarterly Progress reports	5+ softcopy
3) Completion Reports of each package	5+soft copy
4) Final Completion Report with CD	5+ soft copy
5) Any additional report and power point Presentation in Hindi and English	As & when required

12.0 MONTHLY REPORTS

The Engineer will not later than 10th of each month, prepare a brief progress report summarizing the work accomplished by the supervision team for the preceding month (Along with photograph). The report will outline any issues/concerns/problems encountered (administrative, technical, environmental, social or financial) and give recommendation on how these problems may be overcome. Brief work progress summaries will be included for on-going and outlining problems encountered and recommending solutions. The report should record the status of payment of contractors monthly certificates, of all claims for cost or time extensions, and of action required of government and other agencies to permit unconstrained works implementation.

12.1 QUARTERLY PROGRESS REPORTS

The Engineer will prepare a comprehensive report summarizing all activities under the services at the end of each quarter, and also at other times when considered warranted by either the Engineer or the Employer because of delay of the construction works or because of the occurrence of technical or contractual difficulties. Such report shall summarize (i) the activities of the Engineer (ii) the progress of the Contracts (iii) all contract variations and change orders (iv) the status of Contractor's claims, if any; etc. And will include brief descriptions of the technical and contractual problems being encountered, physical and financial progress on approved formats, financial status of the contracts as a whole consisting the cost incurred, and cost forecast, as well as financial plan (by Bank and the Government) and other relevant information for the on-going contracts. The Construction supervision Consultant shall also prepare and submit the following reports (hard & soft copies) from time to time the Agency.

S.No.	Description	Number	Copies
1	Supervision Manual	1	5+ soft copy
2	Engineering Reports and	1	5+soft copy
3	O&M Manual	1	5+soft copy

12.2 SECTIONAL AND FINAL COMPLETION REPORTS.

The Engineer will prepare a comprehensive final completion Report for each defined section of the construction contract, after such sections reaches a stage of substantial completion during the period of the services. These reports must be before taking over

of such sections by the Agency's. The report shall incorporate summary of the method of construction, the construction supervision performed, as built construction drawings problems encountered & dilutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the employer. The Engineer will then summarize and consolidate in a single report the key information from each sectional completion reports to prepare the final Completion Report for the entire construction package.

12.3 ANY ADDITIONAL REPORTS & POWER POINT PRESENTATION.

12.4.2 Then Engineer will prepare progress report & any other report with power point presentation and submit softcopy & hardcopy as per instruction/ requirement of GM/DGM.

13. EXPECTED INPUTS

13.1 The consultants are required to make their own assessment of the manpower requirement in terms of man months for different category of persons proposed to be deployed to carry out the supervisions works as envisaged in this TOR. The consultants shall deliberate on this aspect in their proposed methodology to be submitted to the Employer suitably explaining any difference of option with the Employer perception about them as reflected in Annexure I & II.

13.2 In case of very low assessment of the man-months estimates done by the consultants without reasonable justification, then the Employer at their discretion may consider the proposal as impractical make suggestions and/or altogether may reject the same as non-responsive.

13.3 Consultants are required to furnish CVs of the key experts as mentioned in Annexure-III. CVs of these key experts only will be evaluated.

(CVs of these staff are not required to be submitted but only the number and man-months of such staff need to be indicated in the technical proposal. The cost in respect of these personnel is required to be provided in the financial proposal).

14. STAFFING SCHEDULE

14.1 The total implementation period will be the construction period for all contact packages and 3 month trial run with Defect Liability Period of 12 months for all contract packages. The Consultant will assist the Agency's in management of civil contract, besides finalizing the details/formats/schedules to be followed during the project implementation stage.

14.2 The site supervision team would be mobilized immediately after award of contract or as directed by the Employer. During the defect liability period, the Resident Engineer of the concerned package will inspect the works once in a month and submit the report through Team Leader for which proportionate payment will be made.

14.3 The consultant may propose various categories of technical and administrative support staff and the corresponding man-month requirements. Man-month

requirements for each category as proposed by the consultant will generally be considered as ceiling for each category which may be extended with prior approval of the Agency.

- 14.4** After award of the contract the Agency expects all the proposed key personnel to be available during implementation to the contract as per the agreed staffing schedule. The Agency will not consider substitutions during contact implementation except under exceptional circumstances. In case of such replacements, the consultant will ensure that there is a reasonable overlap of at least one month between staff to be replaced and replacement, at the cost of the consultant.
- 14.5** The Agency may ask for mobilization or demobilization of some key personnel with one-month prior notice as per requirement and progress of civil work.

15. SERVICES AND FACILITIES TO BE PROVIDED BY THE AGENCY

15.1 THE CONSULTANTS ARE REQUIRED TO QUOTE THEIR RATES FOR OTHER INCIDENTAL EXPENSES ON MONTHLY BASIS FOR PROVIDING THE FOLLOWING FOR THEIR OWN USE: The details mentioned below is minimum what is required to be deployed by the consultant:

- (i) All Office Expenses (One office of Team Leader at Satna (MP) + office of Resident Engineer at two MVRWSS sites) shall to be on monthly hire basis.
- (ii) Total number of minimum 10 Vehicle (hard top jeep) 8 for RE offices one for TL and other for pool use of DTL, 28 Number of two wheelers inclusive of hire charges diesel/ Petrol, wages of driver, maintenance etc.
- (iii) Computers 6 desktop (4 TL office + 2 for two RE site offices) and 28 laptop to Field Engineer level, with minimum configuration as **Intel Core i3**, 4 GB DDR RAM, 500 GB Hard Disk, 32/64 bit graphics card with internet/Wi-Fi connectivity, office furniture and equipment etc. on hire basis per office along with all latest compatible software as per requirement of the Agency.
- (iv) Any other incidental cost like survey equipment including the equipment required during construction to regulate the quality of construction on hire basis.
- (v) The rental for running the office which is to be included in the other incidental expenses shall comprise to run the consultant's office items like desks, chairs, computer table, cupboards, filing cabinet , meeting table with chairs, white boards, sofa set etc. Rental of all consolidated items as assessed by consultant on monthly basis rate to be quoted.
- (vi) The rental for deployment of office equipments which is to be included in the other incidental expenses shall comprise to run consultant's office

items includes plotter, laser printer, photo copy machine, external CD writer, lap top, camera, SLR, generator, refrigerator etc. Rentals of all consolidated items on monthly basis to be quoted.

15.2 The rental cost for all these items will be included in the financial proposal and shall be considered for evaluation.

15.3 In case employer decides to provide any or all of these items either by procuring it from the contractor or by supplying the material already available with employer, these services may not be taken from the consultant. But cost of these items are required to be provided in the financial proposal as per Para 15.1 and 15.2 above

16 The quality control laboratory for performing various types of tests shall have to be arranged by the Contractor including the testing personnel. The supervision consultant will perform all the required tests and supervise all the tests done by the contractors. Financial cost for setting up of laboratory and equipment and testing need not made in financial proposal.

17 Employer will provide to the consultants the copies of all the project reports including design and drawings and relevant data bases collected by the design consultants. One set each of designs and drawings shall be maintained at Engineer's office at Satna and also at each site office.

18 TRAINING

18.1 Deleted.

19 DEFICIENCIES OF SERVICES

Deficiencies in the services on part of supervision consultant may attract penal provisions in the form of fines, up to a maximum amount of 10% of contract price and /or debarment etc. By the Agency sample deficiencies may includes

- *Not acting impartially or acting in collusion with contractor in award of variation, fixation of new rates etc.*
- *Not keeping proper records regarding quality control, inspection, rejection/rectification of work etc.*
- *Failure to give proper and timely advice to Agency/contractor to enable correction during execution.*
- *Delay in design and withholding approvals etc.*
- *Recommending extension to the contractor with a view to extending duration of supervision services.*
- *Refusing to give reasons for decisions when called for by the Agency.*
- *Not being fully conversant with manuals, specifications, standards, Agency's /Ministry's guidelines and requirement of the project to be following during construction.*

- *Certifying substandard work for payment.*
- *Not exercising required scrutiny non-approval of temporary stretch/works.*
- *Lack of proper coordination with contractors and Project Engineer/Agency's representative to ensure smooth implementation of projects.*
- *Permitting subletting of any part/major works without authorization. Delay in mobilization of required staff at any stage of the contract.*

SECTION- 6

Project Management Consultant (PMC)

(This agreement shall attract Stamp Duty at the rate of 0.25% of the agreement amount subject to maximum INR25000.00)

AGREEMENT FOR CONSULTANT'S SERVICES

Between

[Madhya Pradesh Jal Nigam Maryadit] And [Name of consultant]

AGREEMENT

This AGREEMENT is made on this _____ day of _____, 2018 among the _____ [Name and Address of Employer] (herein after referred to as MPJNM '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 9 MVRWSS Project as defined (hereinafter called the Project) in accordance with the NRDWP/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 V.

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 MPJNM

FOR AND ON BEHALF OF CONSULTANT

[Name of the Consultant] By
.....
[Authorised 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..... (Authorised Representative)

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 Madhya Pradesh. In relation to activities in that State, as they may be issued and in force from time to time;
- ‘Agency’ means the Madhya Pradesh Jal Nigam Maryadit. 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 Madhya Pradesh Jal Nigam Maryadit for their banking transactions relating to this agreement;
- ‘Consultant’ means their Personnel engaged for carrying out of services under this agreement;
- ‘MPJNM’ means Madhya Pradesh Jal Nigam Maryadit;
- ‘Managing Director’ means an Officer designated as Managing Director of the Madhya Pradesh Jal Nigam Maryadit;
- ‘Effective Date’ means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 hereof;
- ‘General Manager’ means General Manager 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;
- ‘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;
- ‘PMU’ means Project Management Unit of NDB assisted project at Bhopal head office

of MPJNM;

- ‘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: ----- Phone.

E-mail: ----- E-mail. Fax: -----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.

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
Chief General Manager	_____
Phone +91 755 2579034-35	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 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: 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 a) By the Agency: 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 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 portion 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.

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 Madhya Pradesh 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 Madhya Pradesh 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:

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 equipments and material and shall dispose of such equipments and materials in accordance with the Agency's instruction.

Equipments 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.

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 coverage's, 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 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 Bhopal 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 M.P. 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 Madhya Pradesh reasonable amount of currency for the purposes of the Services or use of the personnel and their dependants 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 13.44 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 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 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

9.0 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.

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 Madhya Pradesh, Public Health Engineering 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 MPJNM

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, Bhopal.
- (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 Bhopal and its validity, construction, interpretation & legal effects shall be to the exclusive jurisdiction of the courts of Madhya Pradesh. No other jurisdiction shall be applicable.

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 [39] 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, within 30 days after request with advance payment bank guarantee. The advance payment will be set off by the Agency in 8 equal monthly installments 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.

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

- Undertake review of the technical and operational soundness of at least TWO schemes 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 TWO schemes and suggest improvements for ensuring continuous pressurized and sustainable water supply in scheme villages.
- Develop and establish focused policies for ensuring coverage of water networks and connections to the entire population in the scheme area especially simplifying and setting in place easy to implement procedures and policies for servicing rural poor households.
- Verifying the financial projections of capital and operating costs and revenue recovery potential and determining operating subsidies.

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 MPJNM 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.

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 _____ [amount of guarantee]* _____ [in words].

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.

JOINT VENTURE DATA
(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.
- 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:
 - a. 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;
 - b. 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;
 - c. Qualification and experience of key site management and technical personnel proposed for the contract.

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 2 October) III. 7 other holidays as mutually agreed upon between Agency 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 field 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.