

REQUEST FOR PROPOSAL

**For
Selection Of**

**Project Management Consultant (PMC)
For
Implementation of Integrated Water
Augmentation Project at Bhilai Charoda**

MUNICIPAL COUNCIL, BHILAI CHARODA

Bhilai 03, Distt- Durg, Chhattishgarh
Phone - 0788-2283410 , Fax - 0788-2284488
Website : <http://nagarpalikabhilaicharoda.com/>
Email : cmobhilaicharoda@gmail.com

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SECTION 1
COVER LETTER

MUNICIPAL COUNCIL, BHILAI CHARODA

Bhilai 03, Distt- Durg, Chhattishgarh Phone - 0788-2283410 , Fax - 0788-2284488
Website : <http://nagarpalikabhilaicharoda.com/> Email : cmobhilaicharoda@gmail.com

Request for Proposal

No. /31 /MCBC/2015/

Bhilai Charoda, Dated:- 21 /01 /2015

Proposals are invited from qualified & experienced firms for selection of a Project Management Consultant (PMC) for implementation of water augmentation supply project at Bhilai Charoda. Information Docket cum RFP form can be obtained from the office of the under signed by submitting Rs. 10000.00 (Rs. Ten thousand) or can be downloaded from Website: <http://nagarpalikabhilaicharoda.com> while submitting downloaded docket a demand draft of Rs. 10000.00 (Rs. Ten thousand only) in favour of Chief Municipal Officer, Municipal Council Bhilai Charoda, payable at Bhilai Charoda shall be submitted. Proposal along with required documents as specified in the information Docket cum RFP form shall be sent to office of undersigned by the speed post/registered post only, latest by 23.2. 2015, 5.00 pm.. Modifications/Amendments/Corrigendum, in RFP if any shall not be advertised in the news paper but shall be published in the web site only. The undersigned reserve the right to change the terms and conditions, select/reject any application without assigning any reasons thereof.

Chief Municipal Officer
Municipal Council Bhilai Charoda
Durg Chhattisgarh

Disclaimer

The information contained in this Request for Proposal ("RFP") document provided to the Bidder(s), by or on behalf of Municipal Council Bhilai Charoda , (MCBC) or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for MCBC, its employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. MCBC, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

MCBC may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document or modify it by uploading the same in the website <http://nagarपालिकाभिलाइचरुडल.com>.

Chief Municipal Officer
Municipal Council Bhilai Charoda
Durg Chhattisgarh

SECTION 2

INSTRUCTIONS TO BIDDERS

- ❖ **Key Information & Event Schedule**
- ❖ **Instructions to Bidders**
- ❖ **Data Sheet**
- ❖ **Evaluation Criteria for Technical Proposal**

Key Information and Event Schedule

S. N.	Description	
1.	Web Address to download the RFP	http://nagarपालिकाभिलाइचरुडा.कम
2	Last Date of Receipt of Pre-Bid Query	Date: 13/2/2015 ; Time: 15.00 hrs
3	Format for Sending the Query.	The Query related to the RFP must be sent to MCBC in the format as given As per Clause 12, Instructions To Bidders , Section-2 of this RFP.
4	Date of Pre-Bid Meeting	Date: 16/02/2015 ; Time: 15.00 hrs Municipal Council Bhilai Charoda , Distt - Durg , C.G.
5	Last date and time of Submission of Bid (Bid Due Date)	Up to 15.00 hrs; Date: 23/02/2015
6	Mode of Submission of RFP	Through speed post /registered post only. Note:- No drop box facility will be available.
7	Opening of Technical Bid	At 16:30 hours (IST) or thereafter; Date: 24/02/2015
8	Date of opening of Financial Bid	To be intimated later to the technically qualified bidders.
9	Duration of services:	As per Clause 9, Instructions To Bidders , Section-2 of this RFP.
10	Cost of RFP Document	As per Clause 4.1, Instructions To Bidders , Section-2 of this RFP.
11	Earnest Money Deposit	As per Clause 11 , Instructions To Bidders , Section 2 of this RFP.
12	Validity of proposal	As per Clause 10 , Instructions To Bidders , Section 2. of this RFP.
13	Selection Process	As per Clause 1-14 , Evaluation, Award and Signing of agreement, Section-2. of this RFP.
14	Representative/Contact Person of MCBC, for further information	<ul style="list-style-type: none"> • R.K. Chandrakar, Executive Engineer- 9425234132) • Satish Verma, Assistant Engineer- 9584026925)
15	Evaluation Criteria	As per Section -2, Appendix -I
15.	Address where Bidders must sent proposal	"Chief Municipal Officer, Municipal Council -Bhilai Charoda" Dist -Durg ,Chhattisgarh

INSTRUCTION TO BIDDERS

1. INTRODUCTION

Municipal Council (Nagar Palika Parishad) Bhilai Charoda, C.G. (MCBC) an urban local body constituted and regulated under the C.G. Municipal Council act, 1961. As a part of its development activities, MCBC proposes to augment the Present Water Supply Project for Municipal area of Bhilai Charoda. ("The Project").

2. INVITATION TO SUBMIT PROPOSALS

MCBC invites detailed proposals from eligible consultancy firms registered under relevant act of Govt. of India/State whichever applicable. ("Bidder") for providing Project Management Consultancy Services for implementation of **"Integrated Water Augmentation Project at Bhilai Charoda within the Municipal Council Area.** ("The Assignment"), in prescribed format set out in the RFP.

3. MINIMUM ELIGIBILITY CRITERIA FOR BIDDERS

- i. The Bidders eligible for participating in the Assignment shall be a single Business Entity (Joint Venture/Consortium of firms not allowed), with Registration under an appropriate legal framework as applicable as a company/origination/firm etc.,
- ii. The bidder shall have at least five years of experience of providing similar services,
 - a. The bidder must have undertaken and completed at least Two Project Management Consultancy services for Development of Integrated Infrastructure Project/Integrated Housing Projects/Integrated Urban Water supply project /Integrated Sewerage Projects of Project Cost not less than Rs. 90 crores each under any State Government/UT/GoI/PSU/ULB,s or any central or State govt. undertaking in India in last five financial years.

Or

- b. The bidder must have undertaken and completed at least three Project Management Consultancy services for Development of Integrated Infrastructure Projects/Integrated Housing Projects/Urban Water supply project /Sewerage Projects of total value not less than Rs. 70 crores each under any State

Government/UT/GoI/PSU/ULB,s or any Central or State Govt. undertaking in India in last five financial years.

Or

C. The bidder must have undertaken and completed Project Management Consultancy services for Development of Integrated Infrastructure Projects/Integrated Housing projects /Urban Water supply project /Sewerage Projects of any values but the total value of such Projects must not be less than Rs. 250.00 crores under any State Government/UT/GoI/PSU/ULB,s or any State in India in last five financial years

- iii. The bidder shall have undertaken at least a single project (Presently ongoing) of Project Management Consultancy Services for Development of Integrated Infrastructure Projects /Integrated Housing Projects/ Urban Water Supply Project/Sewerage project under any State Government/UT/GoI/PSU /ULB's or any Central or State Govt. undertaking in India of not less than 90 crores in last three financial years.
- iv. The Bidders shall have average annual turnover of not less than Rs. 250.00 lacs in similar nature of work in the last three financial years prior to 31st March 2014 .
- v. The Bidders shall have positive net worth in the last three financial years prior to 31st March 2014 .
- vi. Any entity, which has earlier been barred by Government of Chhattisgarh (GoCG), or any other state government in India (SG)/ ULB`S or Government of India (GoI), or any of the agencies of GoCG/SG/GoI from Participating in its projects and the bar subsists as on the Proposal Due Date, shall not be eligible to submit a Proposal.
- vii. Must have valid registration for income tax and service tax.

4. General:

4.1 The RFP document can be downloaded from the web site <http://nagarपालिकाभिलाचारोदा.com/> and be used provided that while

submitting the proposal it should be accompanied with a non refundable processing fee in the form of a crossed Bank Draft for Rs. 10,000 (Indian Rupees Ten Thousand only) from a scheduled bank of India, in favor of the Chief Municipal Officer, MCBC, payable at Bhilai Charoda payable at Bhilai Charoda towards the Processing fee. The proposal without the processing fee will not be considered for evaluation.

4.2 MCBC intends to appoint a single entity for the assignment. The aggregated block estimated cost of the integrated water augmentation at MCBC is approximately around Rs 100cr. MCBC is anticipating the completion of the project within next 30 Months that may need project management services. However, MCBC shall have the discretion to increase or decrease the scope of services under the assignment.

4.3 The Project Management Consultancy Team shall comprise of a Team of Requisite Professionals headed by the Team Leader. The Team Leader shall be responsible for overall supervision, coordination and management of the project assignment.

4.4 The Team leader shall be deployed within 15 days of the written intimation issued by MCBC whereas the other members of Project Management Team shall be deployed within 30 days of written intimation issued by MCBC, as required.

5 MCBC intends to select a Project Management Consultant for the Assignment. The ToR and the scope of services are set out in **Section 4**.

6 The RFP Document can also be downloaded from the website <http://nagarपालिकाभिलाचारोदा.com>

7 The Proposals received from eligible technical consultants shall be evaluated on the basis of the criteria set out in this RFP document. Each Bidder shall submit a maximum of one (1) Proposal for the Assignment. Any Bidder who submits more than one Proposal for the Assignment shall be disqualified. The Bidder shall also be responsible and shall pay for all of the costs associated with the preparation of its Proposal and its participation in the bidding process.

- 8 The Successful Bidder is required to enter into a Consultancy Agreement with MCBC and the draft of the same is set out in **Section 5**. The fees shall be paid to the Successful Bidder by MCBC in the manner as set out in the Draft Consultancy Agreement.
- 9 The Consultancy period shall be initially for 30 months effective from the joining date of the Team leader which can be extended by another term of one year which remains the sole discretion of MCBC. However, the PMC team, of the given project/s shall continue to work till the completion of that/those project/s. The rates quoted for the project shall remain firm for initial 30 months period and shall be increased by 10% on the rates quoted above previous year billing rate for the next 12 months of the consultancy period. In case the services are required to be increased any further beyond the 12 months there shall be an increase of consultancy fee by 10% per annum on the previous year billing rate.
- 10 The Proposal shall remain valid for a period not less than 120 days from the Proposal Due Date (Proposal Validity Period). MCBC reserves the right to reject any Proposal, which does not meet this requirement. The proposal validity period may further be extended on mutual consent.
- 11 EARNEST MONEY DEPOSITE (EMD)**
- i. Proposal should necessarily be accompanied by an Earnest Money Deposit for an amount of Rs.500, 000/- (Rs. Five Lakh only) in the form of a Demand Draft in favour of the Chief Municipal Officer, Bhilai Charoda , on any scheduled bank, payable at Bhilai.
 - ii. EMD shall be returned to the unsuccessful Bidders within a period of two (2) weeks from the date of issue of Letter of intent (Loi) to the Successful Bidder. EMD submitted by the Successful Bidder shall be adjusted towards the performance security and retained by MCBC.

iii. EMD shall be forfeited in the following cases:

- a) if any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; and
- b) If the successful Bidder fails to execute the Consultancy Agreement within the stipulated time or any extension thereof provided by MCBC.
- c) If the bidder withdrawn its offer after submitting the proposal

12 Any query regarding the RFP shall be entertained if it has been submitted in the below format.

S.No	Query	Subsequent clause mentioned in the RFP related to the query	Subsequent Section of the RFP related to the query
1			
2			
3			

13 CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS

- a. At any time before the proposal due date the MCBC may, whether at its own initiative, or in response to a clarification requested by a firm, amend the RFP by issuing an amendment. The amendment shall be uploaded in the website (<http://nagarpalikabhilaicharoda.com/>) only. The amendments shall be binding on the bidders. To give bidders reasonable time to take an amendment into account in their proposals, the MCBC may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission by uploading a notice in the website of MCBC only. In case there is a substantial change in RFP, MCBC will publish the revised RFP. Revised RFP will be uploaded in the website (<http://nagarpalikabhilaicharoda.com/>) and the same should be submitted.

14 CONFLICT OF INTEREST

MCBC's policy require that selected bidders under contracts provide professional, objective, and impartial advice and at all times hold the MCBC's interests paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders shall not be engaged for any assignment that would be in conflict with their prior or current obligations of MCBCs, or that may place them in a position of not being able to carry out the assignment in the best interest of MCBC. Without limitation on the generality of the foregoing, bidders, and any of their associates shall be considered to have a conflict of interest and shall not be engaged under any of the circumstances set forth below:

- (i) If a consultant combines the function of consulting with those of contracting and/or supply of equipment; or
- (ii) If a consultant is associated with or affiliated to a contractor or manufacturer; or
- (iii) If a consultant is associated with or affiliated to or combines the function of consulting with the firm that prepared the Detailed Project Report (DPR) Architectural Planning or proof checking engineering, design for the project(s) under assignment.
- (iv) If a consultant is hired or enrolled by a contractor or a manufacturing firm for the projects(s) under assignment. offering services as bidders for the consultant should include relevant information on such relationships along with a statement in the Technical proposal cover letter to the effect that the consultant will limit its role to that of a consultant and disqualify itself and its associates from work, in any other capacity or any future project within the next five years (subject to adjustment by MCBC in special cases), that may emerge from this assignment (including bidding or any part of the future project). The contract with the consultant selected to undertake this assignment will contain an appropriate provision to such effect; or

- (v) If there is a conflict among consulting assignments, the consultant (including its personnel) and any subsidiaries or entities controlled by such consultant shall not be engaged for the relevant assignment.

15 FRAUD AND CORRUPTION

MCBC requires that bidders to observe the highest standard of ethics during the selection process and in execution of contracts. In pursuance of this policy, the MCBC:

- (i) defines, for the purposes of this provision, the terms set forth below as follows:
- (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the consultant selection process or in contract execution;
 - (b) “fraudulent practice” means a representation or omission of facts in order to influence a selection process or the execution of a contract;
 - (c) “collusive practices” means a scheme or arrangement between two or more bidders, designed to influence the action of any party in a consultant selection process or the execution of a contract;
 - (d) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a consultant selection process, or affect the execution of a contract; and
- (ii) MCBC will reject a proposal for award if it determines that the consultant recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
- (iii) MCBC will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in MCBC-financed activities if it at any time determines that the

consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an MCBC-financed contract; and

(iv) MCBC will have the right to require that, in consultant selection documentation and in contracts financed by the MCBC, a provision be included requiring bidders to permit the MCBC or its representative to inspect their accounts and records and other documents relating to consultant selection and to the performance of the contract and to have them audited by auditors appointed by the MCBC.

16 PREPARATION OF THE PROPOSAL

a. The proposal shall be in English language. The original proposal (Key submissions, Technical and Financial proposals) shall contain no interlineations or overwriting, except as necessary to correct errors made by bidders themselves. Any such corrections, interlineations or overwriting must be initialled by the person(s) who had signed the proposal. The authorized representative of the bidder shall initial all pages of the original hard copy of the Key Submissions, Technical and Financial proposal. All the documents should be Hard Bound.

i. Bidder's proposal (the proposal) shall consist of three (3) envelopes -

Envelope-1	Key submissions
Envelope-2	Technical proposal
Envelope-3	Financial proposal

ii. The bidder shall submit Original hard bound document in each of the above envelopes and shall also submit a soft copy in CD ROM of all the contents of "Key Submission" and "Technical Proposal" in a separate cover in Envelope - 2.

- iii. Soft copy of financial proposal shall not be submitted
- iv. The contents of the envelopes are set out in sub para 'b' below

b. Envelope 1: "Key Submissions"

The following documents shall be submitted in Envelope 1 -

- i. Letter of proposal in the prescribed format (**Appendix A**);
- ii. A non refundable processing fee as a crossed demand draft is required to be enclosed for an amount of Rs. 10,000 (Rupees Ten Thousand only) drawn in favor of CMO, Municipal Council Bhilai Charoda , (BCMC) on any scheduled bank, payable at Bhilai Charoda, Chhattisgarh.
- iii. Earnest Money Deposit for an amount of Rs.500, 000/- (Rs. Five Lakh only) in the form of a Demand Draft in favor of the Chief Municipal Officer, Municipal Council Bhilai Charoda, on any scheduled bank, payable at Bhilai Charoda.
- iv. Power of Attorney for signing the proposal in the prescribed format (**Appendix - B**).
- v. RFP and draft Consultancy Service Agreement duly signed in blue indelible ink and stamped by the authorized representative of the bidder or the bidder.

c. Envelope 2: "Technical Proposal"

The following documents shall be submitted in Envelope 2 -

- (i) A brief description of the organization supported by a certified copy of registration of the Firm and details of contact person in Form TECH-1.
- (ii) **Description of Experience of Bidder for Completed Projects** to illustrate Experience (Not to exceed A-4 size Three page for each Project) in Form TECH-2. Experience of Project Management Consultancy , should be supported by a certificate from an authority of the rank of Executive Engineer/ General Manager of the client. The certificate should clearly set out the name of the project, activities undertaken, project cost, date of commencement and date of completion of project management consultancy services. In case the Project cost is not set out in the certificate from the client, the bidders can submit a certificate from Statutory Auditor indicating the same. *In case of works done for the client other than Government/Government undertaking, the bidder shall submit the copy of TDS, duly notarized issued by the client for the total period of work as a proof of the payment made by the client along with the copy of work order and the completion certificate.*
- (iii) **Description of Experience of Bidder for Ongoing Projects** to illustrate Experience (Not to exceed A-4 size Three page for each Project) in Form TECH-3. Experience of Project Management ,should be supported by a certificate from an authority of the rank of Executive Engineer/ General Manager of the client. The certificate should clearly set out the name of the project, activities undertaken, project cost, date of commencement and date of completion of project management consultancy services. In case the Project cost is not set out in the certificate from the client, the bidders can submit a certificate from Statutory Auditor indicating the same. *In case of works done for the client other than Government/Government undertaking, the bidder shall submit the copy of TDS, duly notarized issued by the client for the total period of work as a proof of the payment made by the client along with the copy of work order and the Certificate of Satisfactory Performance.*

- (iv) Average Annual Turn Over in last three Financial Years from Consultancy Services in Form TECH-4. The Turn Over should be certified by the Statutory Auditor/Chartered Accountant. Turn Over not certified by Statutory Auditor/Chartered Accountant or not clearly stating that the turn over relate to revenue received from Consultancy Services shall not be considered for evaluation.
- (v) CVs (Curriculum Viate) of all members proposed for PMC assignment proposed should be submitted duly signed & countersigned by authorised signatory of bidder for this assignment. It should not exceed four pages (A-4 size) for each expert's CV using Form TECH-5. The name, age, nationality, 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.
- (vi) All nominated experts must be Indian nationals. Only one CV should be submitted for each position.
- (vii) Each expert should confirm that the content of his/her curriculum vitae (CV) is correct and the experts themselves should sign the certification of the CV, the same should have counter signature by the authorised representative of bidder. However, in special cases, the MCBC may accept a senior officer of the bidder signing the CVs on behalf of the experts. If, for valid reasons, the experts are unable to do so, and the bidder's proposal is ranked first, copy of the CVs signed by the experts concerned must be submitted to the MCBC prior to the signing of agreement.
- (viii) General approach and methodology, work and staffing schedule in from TECH-6. It should be in maximum ten (10) pages inclusive of charts and graphs. Comments, if any, on the TOR to improve performance in carrying out the assignment. Innovativeness will be appreciated,

- including workable suggestions that could improve the quality/effectiveness of the assignment.
- (ix) The bidder shall submit a soft copy in CD ROM of all the contents of “Key Submission” and “Technical Proposal” in a separate cover in Envelope – 2
- d. The Technical proposal shall not include any financial information and any Technical proposals containing financial information shall be declared non-responsive.
- e. Envelope 3:“Financial Proposal”
- (i) The Financial proposal must be submitted in hard copy using Form FIN – 1 Bidders shall use only Indian currency in preparation of Forms FIN-1. The billing rate shall be inclusive of – Remuneration to the personnel, all out-of pocket expenses, cost of lodging, boarding, local travel, transportation, documentation overhead, all the taxes, cost to company, profits etc. Nothing shall be paid extra. The service tax shall be paid at prevailing rates on the approved bid cost.
- (ii) The Remuneration corresponding to personnel should also include all the taxes, all out of pocket expenses, their lodging and boarding and local travel etc.
- (iii) The Financial proposal shall be placed in a sealed Envelope –3 clearly marked by red felt pen “FINANCIAL PROPOSAL” and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” If the Financial proposal is not submitted by the bidder in a separate sealed envelope and not duly marked as indicated above, this will constitute grounds for declaring both Technical and Financial proposals non-responsive. Decision of MCBC in such case shall be final and binding.

- f. The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Bidder's own risk.
- g. It shall be deemed that prior to the submission of the Proposal, the Bidder has:
 - i. made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
 - ii. received all such relevant information as it has requested from MCBC; and
 - iii. Made a complete and careful examination of the various aspects of the Project.
- h. MCBC shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

20 SUBMISSION , RECEIPT AND OPENING OF PROPOSALS

- a. All The three envelopes shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and Title of the Project, Proposal Due Date and other information indicated in the Data Sheet and must be super scribed as. Request for proposal for selection of project management consultant (PMC) Implementation of Integrated Water Augmentation Project at Bhilai Charoda
- b. Proposals must be sent by speed post /registered post only, at the indicated addresses on or before the time and date stated in the Data Sheet or any new date extended by MCBC. No drop box facility shall be available.

EVALUATION, AWARD AND SIGNING OF AGREEMENT

1. From the time the proposals are opened till the time the contract is awarded, the bidder should not contact MCBC on any matter related to its Technical and/or Financial proposal. Any effort by a bidder to influence in examination, evaluation, ranking of proposals or recommendation for award of contract may result in rejection of the bidder's proposal.
2. No request for alteration, modification, substitution or withdrawal shall be entertained by MCBC in respect of proposals already submitted by the bidder.
3. Prior to evaluation of proposals, MCBC will determine whether each proposal is responsive to the requirements of the RFP by opening the Envelop-1. A proposal shall be considered responsive only if:
 - (a) It is received by the proposal Due Date including any extension thereof;
 - (b) It is accompanied by the EMD of Rs. 5,00,000/- in the name of CMO, MCBC in accordance with the RFP document;
 - (c) It is accompanied by demand draft of Rs 10,000/- non-refundable processing fee, in the manner as specified in this RFP document
 - (d) It is signed, sealed, hard bound and marked as stipulated in this RFP document;
 - (e) RFP and draft Consultancy Service Agreement duly signed in blue indelible ink and stamped by the authorized representative of the bidder.
 - (f) Letter of proposal in the prescribed format. (Appendix-A)
 - (g) It is accompanied by the Power of Attorney, authorizing a representative of the bidder for signing the proposal; (Appendix-B)
 - (h) It contains all the information (complete in all respects) as requested in the RFP;
4. MCBC reserves the right to reject any or all proposal without assigning any reason thereof.
5. MCBC shall evaluate the technical proposals on the basis of their responsiveness to the Terms of Reference; A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to

achieve the minimum eligible criteria as mentioned in clause-3, Instruction to Bidders, Section-2 of this RFP

6. After the technical evaluation is completed MCBC shall inform the Consultants who have technically qualified. MCBC simultaneously notify the date, time and location for opening the Financial Proposals.
7. Selection of bidder will be done in such a way that maximum benefit may be given to the MCBC by maintaining total project cost to the lowest possible amount.
8. Financial Proposals shall be opened publicly in the presence of the Technical Qualified Consultants' or their representatives.
9. The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the lower will prevail. In addition to the above corrections, as activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
10. The event of acceptance of the Proposal of the Preferred Bidder with or without negotiations, MCBC shall declare the Preferred Bidder as the Successful Bidder. MCBC will notify the Successful Bidder through a Letter of Intent (LoI) that its Proposal has been accepted.
11. The Successful Bidder(s) shall execute the Consultancy Agreement within one week of sending the LoA (Letter Of Acceptance) to MCBC in the context of the received LoI as per clause 9, Evaluation, Award and Signing of Agreement Section-2 of this RFP from MCBC or within such further time as MCBC may agree to in its sole discretion.
12. Failure of the Successful Bidder to execute the consultancy agreement within specified period shall constitute sufficient grounds for the annulment of the LoI and forfeiture of the EMD.
13. Notwithstanding anything contained in this RFP, MCBC reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.
14. Any conditional proposal submitted by bidder shall be summarily rejected by MCBC.

15. The Technical Evaluation of only such Bidders fulfilling the Min. Eligibility Criteria as mentioned in Clause 3, Instruction to Bidders, Section-2 would be done, else all other proposal would be considered as non eligible.

The contract shall commence from the date of signing of the contract agreement. However, the Project Management Services under the Agreement shall commence from the date of deployment of the PMC Team.

Table 1-Responsiveness

Name of the Consultancy Firm :-		
S.No	Item	Required Response
1	Has the proposal reached before the due date including any extension thereof;	Yes
2	Has the proposal accompanied by the EMD of Rs. 500000/-, in the manner as specified in this RFP document.	Yes
3	Has the proposal accompanied by demand draft of Rs. 10,000/- non -refundable processing fee, in the manner as specified in this RFP document.	Yes
4	Have all the pages required to be signed by the authorized representative of the consultant been signed.	Yes
5	Has the power of attorney been submitted in the name of authorized representative.	Yes
6	Has the consultant submitted all the required forms of the technical proposal.	Yes
7	Has the proposal accompanied by details of all the professionals for the requisite expertise.	Yes
9	Is the financial proposal submitted separately in a sealed cover.	Yes
10	Letter of proposal in the prescribed format (Appendix A);	Yes
12	It is accompanied by the Power of Attorney, authorizing a representative of the bidder for signing the proposal; (Appendix-B)	Yes
13	It contains all the information (complete in all respects) as requested in the RFP;	Yes

15	RFP including Draft Consultancy Service Agreement and duly filled and signed Pre Contract integrity pact, duly signed in blue indelible ink and stamped by the authorized representative of the bidder.	Yes
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- Only the proposals fulfilling the Criteria of Responsiveness as mentioned in the **Table 1- Responsiveness** would be considered eligible for further Technical and financial Evaluations.

Formate for Detailed Technical Evaluation of the Bidder					APPENDEIX - I
Summary Sheet					
(Complied from I-A,I-B, I-C,I-D)					
(Only for proposals considered as responsive)					
S.No	Name of the consultant	Evaluation of Bidder (Max. Marks : 250)	Approach and Methodology (Max. Marks : 150)	Qulaification of Key Professionals (Max. Marks : 600)	Total Marks (Max. Marks : 1000)

Technical Proposals of Bidders qualifying Min. 50% Marks i.e. is 500 Marks out of 1000 Marks would be Considered Eligible for opening of Financial Bids.

Technical Evaluation of Consultancy Firm					APPENDIX-IA
S.No	Name of the Consultancy Firms	Experience in Similar Projects (Completed Marks:100)	Experience in Similar Projects (Ongoing) Max. Marks:100	Average Annual Turnover in Last 3 Financial Years up to - 31-03-2014 (Max. Marks:50)	Total Marks (Max Marks:250)

Evaluation of Methodology & Work Schedule						APPENDIX - 1B
S.No	Name of the Consultancy Firms	Understanding of Objectives(Max. Marks : 30)	Quality of Methodology(Max. Marks : 50)	Innovativeness/ Comments on TOR(Max. Marks : 20)	Work Schedule(Max. Marks : 50)	Total Marks (Max. Marks : 150)

Evaluation of the Consultants Key Professionals					APPENDIX - 1C
S.No	Name of the Consultancy Firms	Name of the Key Professionals	Educational Qualification (Max. Marks : 120)	Experience in similar nature of work (Years) (Max. Marks: 480)	Total Marks (Max. Marks : 600)

MARKING CRITERIA

1. TECHNICAL QUALIFICATION CRITERIA FOR BIDDERS

The bidder must have undertaken and completed at least Two Project Management Consultancy services for Development of Integrated Infrastructure Project/Integrated Housing Projects/Integrated Urban Water supply project /Integrated Sewerage Projects of Project Cost not less than Rs. 100 crores each under any State Government/UT/GoI/PSU/ULB,s or any central or State govt. undertaking in India in last five years financial years.(Max. Marks : 100) :

Two projects of 90 Crore each	-	50 Marks
Three projects of 90 Crore each	-	75 Marks
Four or more projects of 90 Crore each	-	100 Marks

Or

The bidder must have undertaken and completed at least three Project Management Consultancy services for Development of Integrated Infrastructure Projects/Integrated Housing Projects/Urban Water supply project /Sewerage Projects of total value not less than Rs. 80 crores each under any State Government/UT/GoI/PSU/ULB,s or any Central or State Govt. undertaking in India in last five financial years (Max. Marks: 100) :

Three projects of 70 Crore each	-	50 Marks
Four projects of 70 Crore each	-	75 Marks
Five or more projects of 70 Crore each	-	75 Marks

Or

The bidder must have undertaken and completed Project Management Consultancy services for Development of Integrated Infrastructure Projects/Integrated Housing projects /Urban Water supply project /Sewerage Projects of any values but the total value of such Projects must not be less than Rs. 300.00 crores under any State Government/UT/GoI/PSU/ULB,s or any State in India in last five financial years . (Max. Marks: 100) :

Total Value of Projects 250 Cr.	-	50 Marks
Total Value of Projects >250 Cr but .< 350 Cr.	-	75 Marks
Total Value of Projects >350 Cr.	-	100 Marks

A) The bidder shall have undertaken a ongoing project of Project Management Consultancy Services for Development of Integrated Infrastructure Projects/Integrated Housing Projects/ Water supply project /Sewerage Projects under any State Government/UT/GoI/PSU /ULB's or any Central or State Undertaking in India of not less than 90 crores in last three financial years (**Max. Marks : 100**) :

One project	-	50 Marks
Two projects	-	75 Marks
Three or more projects	-	100 Marks

B) Average annual turnover in last 3 financial years upto 31-03-2014 as mentioned in clause 3.D (**Max. Marks : 50**)

250 Lacs	-	25 Marks
More Than 250 Lacs	-	50 Marks

1. TECHNICAL QUALIFICATION OF BIDDER (600 points)

A. Expert or Expertise

Team Leader and Senior Engineers as proposed in the RFP for evaluation may not be replaced during the agreement period except any unavoidable situation like resignation illness etc. arises. Replacement in such cases would be done by the expert of equivalent or better technical and qualification and experience but with the permission of MCBC.

Criteria : Separate assessment of each expert against the expertise and biodata provided. Evaluation Sheet) Each area of expertise is to be evaluated against the task assigned in accordance with the four main criteria:

i. Educational qualifications (120 Marks);

1. Team Leader

Graduate in Civil Engineering	:	15 Marks
Post Graduate in P H E D	:	30 Marks

2. Senior Public Health Engineer

Graduate in Civil Engineering	:	15 Marks
Post Graduate in P H E D	:	30 Marks

3. Quality control Engineer
Graduate in Civil Engineering : 15 Marks
 4. Senior Electrical Engineer
Graduate in Electrical Engineering : 15 Marks
 5. Senior Mechanical Engineer
Graduate in Mechanical Engineering : 15 Marks
 6. Site Engineer Civil
Graduate in Civil Engineering : 15 Marks
- ii. Project related experience based on the duration of experience in relevant projects implemented as mentioned in the ToR (480 Marks)
1. Team Leader :
Minimum Exp. of 20 yr. - 80 Marks
>20 but <25 Years - 85 Marks
>25 Years - 90 Marks
 2. Senior Public Health Engineer :
Minimum Exp. of 10 yr. - 80 Marks
>10 but <15 Years - 85 Marks
>15 Years - 90 Marks
 3. Quality Control Engineer :
Minimum Exp. of 8 yr. - 65 Marks
>8 but <10 Years - 70 Marks
>10 Years - 75 Marks
 4. Senior Electrical Engineer :
Minimum Exp. of 10 yr. - 65 Marks
>10 but <15 Years - 70 Marks
>15 Years - 75 Marks
 5. Senior Mechanical Engineer :
Minimum Exp. of 10 yr. - 65 Marks
>10 but <15 Years - 70 Marks
>15 Years - 75 Marks
 6. Site Engineer Civil:
Minimum Exp. of 5 yr. - 65 Marks
>5years but <10 Years - 70 Marks
>15 Years - 75 Marks

SECTION 3

**APPENDIXES, TECHNICAL AND FINANCIAL
PROPOSAL STANDARD FORMS**

CONTENTS

TITLE	APPENDIX/ FORM
Letter of proposal	Appendix A
Power of Attorney for signing of proposal	Appendix B
Details of bidder <i>(on the letter head of the bidder)</i>	Form TECH-1
Description of experience of bidder for Completed Projects (not to exceed three page for each project)	Form TECH -2
Description of experience of bidder for Ongoing Projects (not to exceed three page for each project)	Form TECH -3
Average annual turnover in last three financial years from consultancy services.	Form TECH -4
Curriculum Vitae (CV) format to be submitted with proposal.	Form TECH -5
General approach and methodology, work and staffing schedule	Form TECH -6
Format for financial proposal <i>(on the letter head of the bidder)</i>	Form FIN-1

APPENDIX A
LETTER OF PROPOSAL
(On Applicant's letter head)

Dated:

The Chief Municipal Officer,
Municipal Council Bhilai- Charoda, (MCBC)
Bhilai - 490021

Sub: Selection of a Technical Consultant for providing Project Management Consultancy Services for Water Supply Project at Bhilai Charoda in Municipal Area.

Dear Sir,

- 1 With reference to your RFP document dated *****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our proposal for the aforesaid Project. The proposal is unconditional and unqualified.
- 2 All information's provided in the **proposal** and in the Appendices are is true and correct.
- 3 This statement is made for the purpose of qualifying as a bidder for undertaking the Project.
- 4 I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the proposal.
- 5 I/ We acknowledge the right of the Authority to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6 We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

- 7 We certify that we have not been barred by the MCBC, Government of Chhattisgarh (GoC), or any other state government in India (SG) or Government of India (GoI), or any of the agencies of GoC/SG/GoI/ULB's from participating in its projects.
- 8 I/ We declare that:
- (a) I/ We have examined and have no reservations to the Bidding Documents.
 - (b) I/ We do not have any conflict of interest in accordance the RFP document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 9 I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any proposal that you may receive nor to invite the bidders to Bid for the Project, without incurring any liability to the bidders, in accordance with the RFP document.
- 10 I/ We declare that we are not a Member of any other firm submitting a proposal for the Project.
- 11 I/ We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 12 I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 13 I/ We further certify that no investigation by any regulatory authority is pending

either against us or against our Associates or against or any of our Directors/ Managers/ employees.

- 14 I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
- 15 I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 16 In the event of my/ our being declared as the successful bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to me/us prior to the proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 17 I/We have studied all the Bidding Documents carefully and also surveyed the project site. We understand that except to the extent as expressly set forth in the Service Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of assignment.
- 18 The Consultancy Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Service Agreement.
- 19 I/We offer and attach as specified (i) Non-refundable processing fee of Rs10,000/- (Rupees Ten Thousand Only) in the form of demand draft (ii) EMD of Rs. 5,00,000/- (Rupees Five Lakh only) to the Authority in accordance with the RFP Document.
- 20 I/We agree to keep this offer valid for 120days from the proposal Due Date specified in the RFP.
- 21 I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised
Name and seal of bidder

APPENDIX B

POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us/ and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for selection of **Project Management Consultancy Services for Water Supply Project at Bhilai Charoda (MCBC)** (the "Authority") including but not limited to signing and submission of all applications, Proposal and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Service Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20**.

For _____

(Signature)

(Name, Title and Address)

FORM TECH-1
DETAILS OF BIDDER
(On the Letter Head of the Bidder)

1.
 - (a) Name of Bidder
 - (b) Address of the office(s)
 - (c) Date of incorporation and/or commencement of business
(Please attaché certified copy of registration of Firm)

2. Details of individual(s) who will serve as the point of contact / communication for MCBC with the Bidder:
 - (a) Name :
 - (b) Designation :
 - (c) Company/Firm :
 - (d) Address along with Pin code :
 - (e) Telephone number :
 - (f) E-mail address :
 - (g) Fax number :
 - (h) Mobile number :

Yours faithfully,

Date: _____ (Signature of the Authorized signatory)
Place: _____ (Name and designation of the of the Authorized signatory)
Name and seal of bidder

FORM TECH-2

DESCRIPTION OF EXPERIENCE OF BIDDER FOR COMPLETED PROJECTS

ILLUSTRATE QUALIFICATIONS (NOT TO EXCEED THREE PAGE FOR EACH PROJECT)

(Please provide information only for a project for which your firm was legally contracted by the client as a Corporate entity)

(1)	Project Name:	
(2)	Project Location and Country:	
(3)	Project Cost :	
(4)	Name of Client :	
(5)	Start Date (Month/Year):	
(6)	Completion Date: (Month/Year)	
(7)	Name of Associated Firm(s), if any:	
(8)	Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
(9)	Detailed Narrative Description of Project, defining clearly the specific areas of services provided.	
(10)	Detailed Description of Actual Services Provided by the firm:	
(11)	Professional Staff Provided by the Firm: No. of Staff:	
(14)	No. of Person-Months:	
(15)	Responsibilities of the firm	
(16)	Approx. Value of Services (INR):	
(17)	No. of Person-Months of Professional Staff Provided by Associated Firm(s):	

Note: The following supporting documents should necessarily be submitted by the bidders without which the submission shall not be considered for evaluation -

a. Experience of similar projects should be supported by a certificate from the client

from an officer of not below the rank of Executive Engineer in a Government department, or General Manager in a Public sector undertaking / local body. The certificate from the client should clearly set out the name of the project, activities undertaken, project cost as given in below format.

- b. In case the Project cost is not set out in the certificate from the client, the bidders can submit a certificate from Statutory Auditor indicating the same.
- c. In case of Certificate from private entity, copy of TDS (Form -16) issued by the client as a proof of payment along with the work order and completion certificate shall be provided.

Yours faithfully,

Date:

(Signature of the Authorized signatory)

Place:

(Name and designation of the of the Authorized signatory)

Name and seal of bidder

Certificate Format

It is to certify that M/s.....was been awarded the work ofvide agreement No.....

The total project cost is Rs.....the consultancy fees for the work is Rs.....As a part of the above contract, the consultant have successfully completed satisfactorily the work on dd/mm/yy of.....(name of the Project).....in the State of

Their work is found to be satisfactory.

(Signature)

Name:

Designation:

Contact Number:

Office Seal

Note:

In case it is not possible to get the certificate in the format as above, the certificate must contain:

- i. Name of the Bidder
- ii. Name of the work
- iii. Agreement no.
- iv. Cost of the project work completed
- v. Cost of Consultancy services
- vi. Date of completion of services
- vii. The nature of work.
- viii. The details of the consultancy services provided.

FORM TECH-3

DESCRIPTION OF EXPERIENCE OF BIDDER FOR ONGOING PROJECTS

ILLUSTRATE QUALIFICATIONS (NOT TO EXCEED THREE PAGE FOR EACH PROJECT)

(Please provide information only for a project for which your firm was legally contracted by the client as a Corporate entity)

(1)	Project Name:	
(2)	Project Location and Country:	
(3)	Project Cost :	
(4)	Name of Client :	
(5)	Start Date (Month/Year):	
(6)	Proposed Completion Date: (Month/Year)	
(7)	Name of Associated Firm(s), if any:	
(8)	Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
(9)	Detailed Narrative Description of Project, defining clearly the specific areas of services provided.	
(10)	Detailed Description of Actual Services Provided by the firm:	
(11)	Professional Staff Provided by the Firm: No. of Staff:	
(14)	No. of Person-Months:	
(15)	Responsibilities of the firm	
(16)	Approx. Value of Services (INR):	
(17)	No. of Person-Months of Professional Staff Provided by Associated Firm(s):	

Note: The following supporting documents should necessarily be submitted by the bidders without which the submission shall not be considered for evaluation -

a. Experience of similar projects should be supported by a certificate from the client

from an officer of not below the rank of Executive Engineer in a Government department, or General Manager in a Public sector undertaking / local body. The certificate from the client should clearly set out the name of the project, activities undertaken, project cost as given in below format.

- b. In case the Project cost is not set out in the certificate from the client, the bidders can submit a certificate from Statutory Auditor indicating the same.
- c. In case of Certificate from private entity, copy of TDS (Form -16) issued by the client as a proof of payment along with the work order and completion certificate shall be provided.

Yours faithfully,

Date:

(Signature of the Authorized signatory)

Place:

(Name and designation of the of the Authorized signatory)

Name and seal of bidder

Certificate Format

It is to certify that M/s.....was been awarded the work ofvide agreement No.....

The total project cost is Rs.....the consultancy fees for the work is Rs.....As a part of the above contract, the (Name of the Consultant) is satisfactorily implementing the given work as on dd/mm/yy of (Name of the Project).....in the State of

Their work is found to be satisfactory.

(Signature)

Name:

Designation:

Contact Number:

Office Seal

Note:

In case it is not possible to get the certificate in the format as above, the certificate must contain:

- i. Name of the Bidder
- ii. Name of the work
- iii. Agreement no.
- iv. Cost of the project work Undertaken
- v. Cost of Consultancy services
- vi. Proposed date of completion of services
- vii. The nature of work
- viii. The details of the consultancy services provided

FORM TECH-4

**AVERAGE ANNUAL TURN OVER IN LAST THREE FINANCIAL YEARS
FROM CONSULTANCY SERVICES**

Financial Year	Turn Over from Consultancy Services (in Lacs)	Net Worth (in Lacs)
2011-12		
2012-13		
2013-14		
Total		
Average Annual Turn Over		

**Note: The Turn Over should be certified by the Statutory Auditor/Chartered Accountant.
Turn Over not certified by Statutory Auditor/Chartered Accountant shall not be
considered for evaluation.**

Yours faithfully,

Date:

(Signature of the Authorized signatory)

Place:

(Name and designation of the of the Authorized signatory)

Name and seal of bidder

FORM TECH-5

CURRICULUM VITAE (CV) FORMAT TO BE SUBMITTED WITH PROPOSAL

1.	PROPOSED POSITION FOR <u>THIS</u> PROJECT (ONLY ONE CANDIDATE SHOULD BE NOMINATED FOR EACH POSITION)	:	
2.	NAME	:	
3.	DATE OF BIRTH	:	
4.	NATIONALITY	:	
5.	PERSONAL ADDRESS	:	
6.	TELEPHONE NO.	:	
7.	FAX NO.	:	
8.	E-MAIL ADDRESS	:	
9.	EDUCATION (The years in which various qualifications were obtained along with copy of Degree/Certificate)	:	
10.	Other training	:	
11.	Language & degree of proficiency	:	
12.	Membership in professional societies	:	
13	Experience in similar project & similar work	Years :	
		No. of Similar Projects :	

14.	<p>EMPLOYMENT RECORD</p> <p>FROM :</p> <p>TO :</p> <p>EMPLOYER :</p> <p>POSITION HELD AND DESCRIPTION OF DUTIES :</p>	:	<p>(Starting with present position, list in reversed order every employment held and state the start and end dates of each employment.)</p> <p>along with the contact numbers/mail id's of a reference person of the employer whom the candidate has worked under for last 3 years.</p> <p>(Clearly distinguish your "employer" as an employee of the firm from a "Client" for whom you have worked as a consultant or an adviser.)</p>
15.	<p>DETAILED TASKS ASSIGNED</p> <p>(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, Hydrologist, Agricultural Economist, etc. and exact duties rendered and time spent on each project.)</p>

13. CERTIFICATE (Please follow exactly the following format. Omission will be seen as non-compliance)

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

I have been employed by [name of the firm] continuously for the last () months as regular full time staff (indicate yes or no in the following boxes):

OR

I hereby give my consent for being associated with the below mentioned firm as an employer or associate staff as the case may be till the successful completion of the Complete Project as mentioned in the RFP

SIGNATURE

DATE OF SIGNING:

| | | |
Day Month Year

Note: The CV for the Key personnel shall be signed by the proposed key personnel himself and shall be countersigned by the authorized signatory of the firm submitting the bid.

Yours faithfully,

Date:

(Signature of the Authorized signatory)

Place:

(Name and designation of the of the Authorized signatory)

Name and seal of bidder

FORM TECH-6

GENERAL APPROACH AND METHODOLOGY, WORK AND STAFFING SCHEDULE

Technical approach, methodology and work plan are key components of the Technical Proposal. The Consultant is suggested to present their Technical Proposal (not more than 10 pages, inclusive of charts and diagrams) divided into the following three chapters:

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

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

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

c) Organization and Staffing: In this chapter they should propose the structure and composition of their team. They should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

Yours faithfully,

Date: _____ (Signature of the Authorized signatory)
Place: _____ (Name and designation of the of the Authorized signatory)
Name and seal of bidder

FORM FIN-I

Format for Financial Proposal

(On the letterhead of the Bidder)

Having gone through this RFP document and Draft Consultancy Agreement and having fully understood the scope of work for the Project as set out in this RFP document; we are pleased to quote the following financial quote for the Assignment:

1. Break Down of Cost

Total Billing Amount of Financial proposal in words:-----

S. No	Position	Number of Personnel	Rate per Month	Duration of Deployment (Months)	Total Billing Amount
(1)	(2)	(3)	(4)	(5)	(6)=(3)*(4)*(5)
A. On Site Team :					
1	Team Leader	1		30	
2	Senior PHE Engineer	2		30	
3	Senior Electrical Engineer	1		12	
4	Senior Mechanical Engineer	1		12	
5	Site Engineer	4		30	
6	Quality Control Engineer	1		30	
SUB TOTAL (A):-					
B. A&OE Charges		1		30	
SUB TOTAL (B) :-					
GRANT TOTAL (A+B)					

Total billing Amount of Financial Proposal in Words -----

1. We confirm that the rate quoted above are inclusive of all applicable taxes, cess and levies except service tax and also inclusive of all office and site supervision expenses which may be incurred by the firm and personnel towards office equipments and automation, hardware, software, consumables etc, documentation, travel, transportation, communication etc and head office overheads. ("Office and Site Supervision Expenses")
2. We understand that the service tax shall be paid by MCBC separately at the applicable rates as per the submission of requisite documents..
3. We understand that the fees shall be computed and paid subject to the conditions of service Agreement, by MCBC on the basis of actual time spent by the personnel in performance of the services at the Billing rates approved by MCBC after deducting taxes at source as per applicable

law In case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.

4. Agency shall be paid as per actual personnel deployed for particular period on monthly basis. after verifying monthly progress report of each personal submitted with bill.

Yours faithfully,

Date: (Signature of the Authorized signatory)

Place: (Name and designation of the of the Authorized signatory)

Name and seal of bidder

SECTION 4

Background Information, Scope of work for PMC and Terms of References (ToR)

CONTENTS

1. Background Information and details of the projects (Integrated Water Augmentation Project at Bhilai Charoda).- Annexure - 1
2. Broad Scope of work of Project Management Consultant and the ToR.

ANNEXURE - 1

Background Information and details of the projects (Integrated Water Augmentation Project at Bhilai Charoda).-

BROAD SCOPE OF WORK OF PROJECT MANAGEMENT CONSULTANT AND THE TOR

ORGANIZATIONAL SET UP

1. The Project Manager / team leader shall be responsible for entire project including check of correctness of levels scrutiny and technical audit of design, overall supervision, coordination and management of all the projects assignment.
2. The Project Management Consultant shall also carry out a scrutiny / technical audit of the reports, drawing, designs, estimates, BOQ etc prepared by the Consultant/ Contractor such as Site survey, evaluation and analysis including soil investigation, Site levels taken etc.
3. Generally the PMC shall be deployed for one project. However, a given PMC may be deployed for two or more projects depending on the quantum of works and value of the project. Also, the composition of a PMC and the man month of each of the Team Member in a PMC shall be determined on the basis of work proximity, work load by MCBC in consultation with the Project Manager and further that any given Team Member may also be deployed to work simultaneously for more than one PMC depending on the quantum of work. CMO, MCBC decision in this matter shall be final.
4. The Project manager / team leader shall be deployed within 15 days of the written intimation issued by MCBC whereas the other team members shall be deployed within 30 days of written intimation issued by MCBC, as required. The general composition of a Typical PMC shall be as follows :-

S. No	Position	Number of Personnel	Duration of Deployment (Months)
1. On Site Team :			
1	Team Leader	1	30
2	Senior PHE Engineer	2	30
3	Senior Electrical Engineer	1	12
4	Senior Mechanical Engineer	1	12
5	Site Engineer	4	30
6	Quality Control Engineer	1	30
TOTAL :-		10	

However the exact composition of a particular PMC shall consist of any or all the above mentioned functionaries depending on the requirement of the project. It could also consist of more than one member of one type of functionaries.

5. Deployment of Personnel

- a. The personnel of Core Team at site and at back office i.e confirming of the key personnel as submitted in the Bid shall not be replaced during the service agreement period except on any unavoidable circumstances but only with the due permission of the MCBC on the condition on replacement the personal with equivalent or higher educational qualifications and experience as per the ToR.
- b. MCBC shall request the consultant to empanel personnel in advance, for the PMCs as it may deem necessary as per the implementation plans of projects. The Consultant shall submit CVs of personnel proposed to be deployed within 15 (Fifteen) days of written intimation issued by MCBC. The qualifications and experience of personnel shall conform to the qualifications and experience set out in the TOR. MCBC shall conduct interview of each personnel. All the cost related to the interview shall be borne by the Consultant. If the personnel are found suitable a written approval shall be issued by MCBC. If any personnel is not found suitable, MCBC shall request the consultant to submit other CVs and the same procedure of approval shall follow.
- c. The personnel approved by MCBC shall be deployed by the Consultant within 30 (Thirty) days of written intimation issued by MCBC.

6. Replacement

- a. Should it become necessary due to unavoidable circumstance to replace personnel of the team specified by name the consultant shall forthwith provide a replacement acceptable to the MCBC

with equivalent or better qualifications and an interview shall be conducted by MCBC at Bhilai with no extra cost with that replaced personal. The personal shall only be engaged after approval of MCBC. In the event that the person replaced is, at the time of replacement, in the field, the consultant shall bear the travel and other related costs arising out of or incidental to the replacement. The rate of remuneration allowable for such replacement shall be the same as decided by MCBC for the person being replaced.

- b. In the event that any of the personnel is found by the MCBC to be incompetent, or guilty of misbehaviour or incapable in discharging the assigned responsibilities satisfactorily, the MCBC may request by giving a notice of 30 (Thirty) days to the consultant, at the expense of the consultant, to forthwith provide a replacement with equivalent and better qualifications and experience acceptable to the MCBC.
- c. The decision of MCBC in such as event shall be final and binding on the consultant.

7. Deployment Schedule

The position, the numbers and duration of deployment of personnel as shown in the Form FIN-1 are indicative only. The number of positions and duration of deployment of personnel shall be decided and reviewed and adjusted from time to time by MCBC in consultation with the consultant, as may be appropriate for the successful completion of the project within the stipulated time period that such adjustment shall be within the proposal. The consultant shall cause adjustment in the deployment schedule without delay.

A. OFFICE SETUP

- 1. MCBC shall provide built up office space near the project sites free of charge along with electricity and water supply.
- 2. The Consultant, at its own cost procure install, operate, maintain office equipments such as computers (Desktops and Laptops), Printers (A-3 and A-4 size), Fax machine, UPS and other peripherals and all consumables as required for efficient discharge of duties.
- 3. The Consultant shall procure latest versions of Software including Windows, Microsoft Office, AutoCAD, Microsoft Project or Primavera etc and antivirus software for the project period.
- 4. The Consultant shall procure and keep it activated, internet connection, telephone connections and mobile cell phones for the team members during the project period.
- 5. The consultant shall procure, operate and maintain at its own cost necessary vehicles for the use of its members during the project period.
- 6. In the event, consultant fails to procure the above mentioned office equipments, software etc. in such condition MCBC may procure the same and expenditure towards the same shall be deducted from their RA bills.

7. The consultant at its own cost shall employ one computer operator and office boy in the site office, which shall be incidental to the contract and shall not be paid separately.

A. BROAD SCOPE OF WORK OF PROJECT MANAGEMENT CONSULTANT

1. The Project Management Consultant shall be responsible for Design/Drawing/Reports/Review, supervision, quality assurance and adherence to approved tender cost of the projects during execution & implementation of works at site. The Consultant shall also be responsible for Design/Drawing/Reports/Review, checking the layouts, site surveys, levels, taking measurements, checking and certifying contractor's bills.
2. The Consultant shall assist in obtaining the requisite statutory approvals related to the entrusted works, handing over the completed works to MCBC or its designated agencies on its completion.
3. Ensure proper establishment of field laboratories/quality control equipments on site by contractors to conduct tests on equipments/materials/mixes being used for constructing such as Motor Pumps, electrical/mechanical equipments and installations, cements, steel, bricks, mortars, concretes etc. Essential gauges, instruments etc. should be got calibrated periodically. The Project Management Consultant shall maintain necessary site records and obtain data in support of the same. They shall carry out field and laboratory tests on equipments and materials of construction as per the applicable codes practice of construction and maintain adequate records thereof
4. The Project Management Consultants shall also carry out scrutiny to ensure sufficiency of the reports, drawing, designs, estimates, BOQ etc prepared by other consultants engaged by MCBC assisting MCBC in finalizing extra items, claims of contractor and architectural and other consultants if required.
5. The PMC consultant after deployment must prepare and submit for approval to MCBC the "DETAILED PROJECT COMPLETION SCHEDULE" for the entire project using PERT/CPM Method and model computer control like MS. Project/ Primavera. The approved project completion schedule would be the guideline for the physical and financial progress monitoring of the entire project
6. PMC shall assist MCBC in case of any Arbitration/litigation by contractors during the contract or after it, by providing all the necessary technical/contractual help & data required.
7. PMC would help in preparing Tender Documents, Tender Evaluation, Pre Bid meetings for the Bids related to the projects
8. Preparation of "Maintenance Manual" for the O&M of all works as specified part "C" before 30 days of commissioning of the first component of the Project.

9. The Consultant will prepare and submit the following reports (as given below) to the Employer on the format prepared by the Bidders and as approved by the Employer (except for commencement report)

Sl. No	Report	Frequency	Due Date/Time	No. of Copies
1.	Inception Report	One time	15 days after commencement of services.	10
2.	Detailed Project Completion Schedule	Until Approved by MCBC	15 days after commencement of services.	10
3.	Progress Report (Monthly)	Every Month	Before 5th day of the following month	10
4.	Progress Report (Quarterly)	Every 3 Month	Before 10th day of the following 3rd month	10
5.	Special Reports, if required by MCBC	As and when required	On immediate basis	10
6.	Special Reports on any important feature, aspect likes claim variation etc.	Whenever needed	On immediate basis	10
7.	Final Report	One time	Within 15 days of completion of services/contract.	10
8.	Completion Report at the end of DLP	One time	Within 1 month of completion of DLP	10

- a) The Inception Report shall contain the details of all meetings held with the MCBC, other consultants engaged by MCBC and the contractor and decisions taken therein, the resources mobilised by the consultants as well as the contractor and the consultants' perception in the management and supervision of the works. The Report shall also include the Work Programme and Deployment Schedule of Staff.
- b) The monthly Progress Report shall contain details of all meetings, decisions taken therein, mobilisation of resources (consultants' and the contractor), detailed compliance report of each activity, progress and the projected progress for the forthcoming periods. The Report shall clearly bring out the delays, if any reasons for such delay(s) and the recommendations for corrective measures. The report shall also include the photograph of the activities being done at the site. The report should also include safety audit and Environmental safeguard audit report on the contractor's performance on these aspects. The report shall also contain any other aspect which MCBC may direct from time to time.
- c) Final Report: The consultant will prepare a comprehensive final completion report after completion of the work. The report shall incorporate summary of the method of supervision

performed, problems encountered and solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the employer.

10. The Consultant shall carry out scrutiny and assist in processing of tender documents for the various works under the project incorporating all statutory / mandatory provisions in respect of labour laws, taxes/ levies etc as per relevant rules, and obtaining approval from MCBC. The Consultant shall assist MCBC in Tender Process Management which shall include pre tender meetings, compilation of queries, preparation of draft response, opening and evaluation of tenders, negotiations if required and signing of agreement etc. Approval/comments on all such documents must be provided within 07 days of received documents.
11. The Consultant shall be responsible for the day to day supervision of construction works at site , quality control, taking measurements, entering measurements in the Measurement Books certifying and finalizing the bill of contracts, handing over completed works and attend to audit queries & all arbitration / litigation cases with respect to the project.
12. The Site Engineer, Senior Engineers and Quality Control Engineer of the PMC are required to check and certify 100% measurements, Team Leader cum Project Manager / team leader is required to check and certify minimum 50% measurements and recommend for payment with seal and sign of all the checking and certifying team members of the PMC for all the bills submitted by contractors to MCBC for payment related to the project.
13. The Project Management Consultant shall check and finalize contractor's detailed program of activities commensurate with the tender provisions, requirement of labor, materials & samples and delivery of products requiring long lead time procurement in context of full filling the Approved Detailed Project Completion Schedule.
14. The Project Management Consultant shall conduct preliminary interaction with the contractor and shall liaison with the design consultant/ proof checking consultant to ensure timely release of drawings well in advance as per the requirement.
15. The Project Management Consultant shall give particular attention on intake well , water treatment plant , MBR , OHT etc. of construction at various stages, while finalizing the design /details of the construction drawings. The Project Management Consultant shall also ensure that all the drawings are coordinated drawings incorporating all services etc required for execution purpose.
16. The Project Manager / team leader of the PMC, shall exercise, perform all the duties, liabilities, functions and obligations as "Engineer-in-Charge" as may be laid down in the Contract documents for construction by MCBC, with reasonable skill, care and diligence and also ensure that the works

are executed at site strictly as per the terms and conditions of the Contract Agreement entered between MCBC and the respective Contractors, within the given time frame & budget provisions and approval granted by MCBC .

17. The Project Management unit shall be responsible for the field supervision carrying out field tests on materials, structures etc. and obtaining necessary approvals thereon and maintaining adequate records thereof on the forms prescribed by the MCBC. The PMC shall ensure proper establishment of field laboratories/quality control equipments on site by contractors to conduct tests on materials/mixes being used for construction such as cement, steel, bricks, mortars, concretes etc. Essential gauges, instruments etc. should be got calibrated periodically. The Project Management consultant shall maintain necessary site records and obtain data in support of the same. They shall carry out field and laboratory tests on materials of construction as well as partially or completely erected structures etc. and maintain adequate records thereof.
18. The PMC shall avoid cropping up of Extra items/ substituted items and deviations should strictly be avoided. However, in unavoidable circumstances extra items/substituted items, deviation the necessary statement duly supported by justification and analysis of rates shall be submitted as per CPWD formats or any other formats approved by MCBC along with consultant's recommendations for extra/substituted items. The Project Management Consultant should ensure that the case is put up for MCBC's approval early enough so that in no case construction work suffers on this account. As regards grant of time extension cases, prior approval of MCBC should be obtained by Project Management Consultants.
19. The Consultant shall suggest modifications, if any, due to site conditions and submit the recommendations along with cost variations on account of the same to MCBC for approval.
20. The Project manager / team leader shall be responsible for the planning and monitoring progress by using modern methods of control such as computerized PERT / CPM(either by Primavera or MS-Projects), submission of progress reports of work executed monthly. Both financial and physical progress reports with reference to prefixed targets as per the approved Detailed Project Completion Schedule will be prepared. Constant review of progress within present time and cost parameters will have to be done. The consultant shall suggest improvements from time to time. The consultants inform MCBC of the progress of the project vis-à-vis PERT/CPM controls on a fortnightly basis.
21. The Project Management Consultant shall ensure the contractual obligation such as implementation of Labor laws, environmental/safety management system obligations and other statutory regulations are adhered during the construction to completion stage.

22. The Project Management Consultant through the PMC shall ensure adherence of safe working procedures at construction site and conduct safety audit at site and shall submit monthly safety audit reports to the MCBC non-adherence to the safety instruction, unsafe practices followed by the contractor if any and shall report any accident and its analysis with recommended preventive and corrective actions.
23. The Consultant shall be required to participate in the project review meetings held from time to time by MCBC, as also to participate in emergency or extraordinary meetings held to deal with any emergency, force majeure event or other exigencies.
24. The consultant shall submit monthly compliance of environmental safe guard measures implemented by the contractors.
25. The Project Management Consultant shall be responsible for assessing, verifying and sending replies to the day-to-day issues raised by the contractors during the execution of work or after completion of the work. However, in case of any claims with financial implication, approval of MCBC shall be obtained. Nothing extra will be paid to the consultant for such works. The consultant shall work as conciliator in the event of any dispute arising between the parties before the matter goes to legal forum. Consultant shall deal with all Arbitration / litigation cases either with Arbitrator or with any other Court of Law during the contract period as defined in the agreement till its conclusion.
26. The Project Management Consultant shall provide all technical services/ guidance/ advice as may in any way relate to or arise out of the construction of the said work as have been entrusted to the Project Management consultant by MCBC.
27. The Project Management Consultant shall collect and deliver to MCBC any specific written warranties or guarantees given by others, including all required trade contractor guarantees and warranties.
28. The Project Management Consultant shall prepare a realistic cash flow/ expenses on budget head for the project on available information and update the same as required on a regular basis to reflect the current status.
29. The Project Management Consultant shall keep MCBC apprised of any delays; keep a hindrance register indicating all details of all such delays which will also be furnished with recommendations for approval of MCBC for grant of extension of time by MCBC to contractors.

30. Reconciliation of the quantities for the final bill shall be done by the PMC before the final bill is submitted to MCBC. The PMC shall ensure that all the test reports /certificates, guarantees, warrantees bonds are obtained.
31. Obtain and submit all the records and the records of any changes made in the works during the progress of works and submit adequate number of completion reports and completion drawings for the project, prepared by the contractor/ consultant incorporating all such changes, duly authenticated as required for obtaining "Completion/Occupancy Certificate" from statutory authorities, wherever required.
32. Obtain certification and submit "As Built Drawings" prepared by the Contractor at an appropriate scale indicating the details of all structure and services duly authenticating and supply 8 sets of as built/completion drawings to Project Coordinator MCBC also hand over the originals of the completed drawings.
33. Submit two soft copies of the entire drawings / documents & two sets of drawings on reproducible paper for the works executed to the Project Coordinator, MCBC.
34. Verification of work on its completion and issuing completion certificates (virtual as well as actual) for the completed works, so as to enable MCBC to record completion of the works.
35. Verification by taking and recording joint measurements of the final bill to be submitted by the contractors, process, certify and recommend as per the terms and conditions of contract agreement for release of final payment by MCBC and attend to the observations /queries raised while processing the same for payments by MCBC.
36. Project Management Consultant shall also submit necessary information as required by MCBC for finalization of accounts.
37. The Project Management Consultant shall maintain complete documentation and render all technical services as may in any way relate to or arise out of the construction of the said work as have been entrusted to the Project Management consultant by MCBC.
The PMC shall conduct day to day supervision, monitoring of progress and quality of construction, erection and installation work, reporting and ensuring compliance by the Contractor with the Design and Specifications during Implementation period for the Water Supply Project for Bhilai Charoda in Municipal Area
38. The PMC consultant shall get the "Operation and Maintenance Manual" for Water treatment and distribution and other services prepared by the contractor/s.
39. The PMC consultant shall make all necessary arrange for the logistics support required by the team members of the PMC for required for the successful completion of the project within the stipulated

time period. The consultant will bear all expenses connected to the operation and maintenance of this vehicle including driver's wages overtime and other benefits cost of the fuel, lubricant, repairs and maintenance, insurance, etc.

40. The consultant will prepare a comprehensive final completion report after completion of the work. The report shall incorporate summary of the method of defect liability supervision performed, problems encountered and solution undertaken thereon and recommendations for future projects of similar nature to be undertaken by the employer.

Payment to Consultant would be done by MCBC on monthly basis as quoted by the firm/Agency in Financial Proposal. These payments would also be linked to actual deliverables and would be subject to recommendations made by MCBC at various point of time during project implementation.

S.No.	Description	Percentage of Payment
Stage -I	The total fee shall be paid in monthly installments (Let, Monthly Remuneration = X (Depending on the attendance per month)) Therefore,, Monthly Payment = (X- (15% of X)) (15% from every monthly payment shall be retained by MCBC as Performance Security)	85%
Stage -II	After complete satisfaction of work, completion of project and handing over all requisite drawing & map etc. to MCBC issue of completion certificate by PMC and approval of final bill of contractor by MCBC	10%
Stage - III	After completion of initial Two year of DLP and handing over of all requisite reports.	5%

- 50% of the Stage 2 payment would be done against the BG of the amount proposed for the release at the completion of project and handing over all requisite drawing & map etc. to MCBC issue of completion certificate by PMC and approval of final bill of contractor by MCBC .Rest amount would be released at the completion of the DLP
- 100% of the Stage 3 payment would be successful completion of the DLP

41. Defect Liability Period (DLP) for initial 24 month

- Periodical inspection of completed works for initial 24 months of DLP in accordance with guidelines laid down in CPHEEO manual and as and when required, by a person not below the rank of Senior Engineer (Civil).
- To support and assist MCBC in getting the contractual obligation cleared/fulfilled during initial one year of DLP for smooth transaction form commissioning to Operation and Maintenance and other Administrative/Technical matters.

- c. Certification of final acceptance at the end of DLP with specific recommendations for refund of balance Security Deposit/recovered and with held amounts of the contracts.
- d. The visits during the DLP shall be scheduled as desired by MCBC
- e. For carrying out the visit during DLP only the cost of travel will be reimbursed as per actual on submission of tickets and bills in original. The eligibility for travel expense will be economy class in case of Air Travel and AC 2 Tier in case of Train.

42. The Consultant shall comply to all the norms and rules as mentioned in PCB guideline. The Consultant shall prepare all periodical reports, applicable to the Projects, as may be required by PCB or the State Government etc. on behalf of MCBC.

43. In case certain additional works are required to be carried out for obtaining approval of statutory bodies or to make the completed works/areas operational, Project Manager, on obtaining the approval from MCBC shall completed the same before handing over the said completed works to MCBC or to its authorized agency as instructed by MCBC.

Coordination with other contracting agencies, the agencies like Water Supply Departments, Pollution Control Board, Chhattisgarh State Distribution Co. Ltd, other local authorities., etc. which may be expected to be working in the same area .

44. Essential Qualification, Experience and Responsibility of the Personnel

Project Management Team: The minimum Educational Qualification, Experience and Responsibility of the Personnel's shall be as follows -

S.No	Position	Essential Educational Qualification and Relevant Experience
On Site Support :		
1	Team Leader	The Team Leader Cum Project Management Specialist should be Civil Engineering graduate with minimum 20 year experience in designing construction management and supervision of Integrated Water Supply/Augmentation Projects/Sewerage project under any State Government/UT/GoI/PSU/ULB,s or any central or State govt. undertaking in India. The Specialist should have experience of being a Team Leader/ Deputy Team/Project Lead/Project Manager of at least 5 such projects. The age of the Team Leader Cum Project Management Specialist must not exceed 70 years as on 01.01.2015
2	Senior Public Health Engineer	The Senior Public health should be Civil Engineering graduate with minimum 10 Years experience in construction management and supervision of Integrated Water Supply or Augmentation Projects/Sewerage project. under any State Government/UT/GoI/PSU/ULB,s or any central or State govt. undertaking in India The age of the Senior Public Health Engineer must not exceed 55 years as on 01.01.2015

3	Quality Control Engineer	The Quality Control Engineer should be a Civil Engineering graduate with minimum 8 year experience in Quality control of projects related to Integrated Water Supply or Augmentation Projects/Sewerage project under any State Government/UT/GoI/PSU/ULB,s or any central or State govt. undertaking in India. The age of the Senior Quality Control Engineer must not exceed 55 years as on 01.01.2015
4	Senior Electrical Engineer	The Senior Electrical Engineer should be a Electrical Engineering graduate with minimum 10 year experience in Construction Management, Supervision and Quality control of projects specially experienced in 33 KV HT/11kv HT, HT transformer, HT cable, HT breaker, APFC panel, overhead line irruption, breaker fuse, do fuse, ab fuse, capacitor fuse, HT motor, HT pump etc. under any State Government/UT/GoI/PSU/ULB,s or any central or State govt. undertaking in India related to Supply, Installation, Testing and commissioning of Electrical equipments and related works. The age of the Senior Electrical Engineer must not exceed 55 years as on 01.01.2015
5	Senior Mechanical Engineer	The Senior Mechanical Engineer should be a Mechanical Engineering graduate with minimum 10 year experience in Construction Management, Supervision and Quality control of projects related to Supply, Installation, Testing and commissioning of Mechanical equipments and related works. under any State Government/UT/GoI/PSU/ULB,s or any central or State govt. undertaking in India The age of the Senior Mechanical Engineer must not exceed 55 years as on 01.01.2015
6	Site Engineer Civil	The Site Engineer Civil should be a Civil Engineering graduate with minimum 5 year Experience in Supervision and Quality control of projects related to water supply, sewerage, road and building works under any State Government/UT/GoI/PSU/ULB,s or any central or State govt. undertaking in India. The age of the Site Engineer Civil must not exceed 45 years as on 01.01.2015

S.No	Position	Responsibility
On Site Support :		
1	Team Leader	<p>He shall be the head of the PMC Team as well as that/those of Project Management Unit/s. He shall -</p> <ul style="list-style-type: none"> • Coordinate with all the PMC units of individual projects, MCBC and Contractors and will be single point contact with MCBC. He shall be responsible for the Scrutiny of the drawings and shall provide assistance to MCBC in selection of Contractors. • In consultation with the MCBC, prepare the procurement plan for all goods works and services to be taken up during the project; and • Assist in planning, control and management of the team work; • Review and assist in developing implementation schedules and resource requirements; • Assist in monitoring progress, evaluating results and identification of resolution of constraints; • Coordinate all implementation activities with various stakeholders; • Review and finalise the monthly/quarterly reports prepared by the

		<p>team members;</p> <ul style="list-style-type: none"> • Assist in identifying the physical, institutional and financial data to be analysed to monitor sustainability and impact on Project. • Representative of MCBC in various offices & field from MCBC side if required • Monitor progress of the construction works through computer-aided project management techniques; • Prepare Bid documents also to provide support in preparation of evaluation reports and related transactions • Advise and assist the MCBC with respect to arbitration or litigation relating to the works, whenever required; • Prepare any required variation orders requested by the MCBC and review any variation order proposed by the contractor and provide their advice to the MCBC in accordance with the contract; • Review all claims submitted by the Contractor and provide advice to the MCBC of the validity of the claim, the effect of such claim on the construction schedule and the cost of the project; • Review and comment on the monthly progress reports submitted by the contractor detailing the work undertaken during the previous month, the progress of the work against the approved schedule, the problems and difficulties encountered by the contractor and other issues requested by the MCBC; • Review the procurement procedures for the MCBC, contractors, sub-contractors and vendors • Updating of the guidelines in line with the international & national standard practices • Establishing benchmarks for the performance rating of the all the contractors and maintaining for implementation to expedite the progress of projects. • Prepare project Implementation plan for each project by using modern methods of control such as computerized PERT / CPM(either by Primavera or MS-Projects), • Monitor progress by using modern methods of control such as computerized PERT / CPM (either by Primavera or MS-Projects), • Submit of progress reports of work executed fortnightly, both financial and physical progress reports with reference to prefixed targets. • Review progress of each millstone with reference to the time and cost parameters identify critical activities/issues which require immediate attention and submit alert reports in case of delay and cost overrun. • Suggest improvements for timely and cost effective construction from time to time.
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		<ul style="list-style-type: none"> • Provide support for approval of drawing and design of project.
2	Senior Public Health Engineer	<ul style="list-style-type: none"> • Assess and check the laboratory and field tests carried out by the contractor, and carry out independents tests. • Maintain records of all testing work, including cross-referencing of items of work to which each test refers and location from which any samples were obtained for testing. • Day to day supervision and progress monitoring of the implementation work at the site. • Ensure implementation adhering to approved design and drawing. • Ensuring quality of work at site as per standard practice. • Ensure adherence to safety standards at site as per standard practice • Registering quantum of daily progress achieved at site. • Check bill and provide recommendation to Municipal Council. <p>Any other work required as per work and instructions of Municipal corporation/Team leaders</p>
3	Quality Control Engineer	<ul style="list-style-type: none"> • Assess and check the laboratory and field tests carried out by the contractor, and carry out independents tests. • Maintain records of all testing work, including cross-referencing of items of work to which each test refers and location from which any samples were obtained for testing. • Day to day supervision and progress monitoring of the implementation work at the site. • Ensure implementation adhering to approved design and drawing. • Ensuring quality of work at site as per standard practice. • Ensure adherence to safety standards at site as per standard practice • Provide recommendation to Municipal Council. <p>Any other work as and when required as per work and as per the instructions of Municipal corporation/Team leaders.</p>
4	Site Engineer Civil	<ul style="list-style-type: none"> • Review the bills of quantities prepared by the contractor for the development of the Project and ensure compliance with all applicable laws and guidelines; • Provide recommendations to MCBC; • Day to day supervision and progress monitoring of the implementation work at the site • Ensure implementation adhering to approved design and drawing • Ensuring quality of work at site as per standard practice • Ensure adherence to safety standards at site as per standard practice • Registering quantum of daily progress achieved at site <p>Any other work required as per work and instructions of Municipal corporation/Team leader</p>
5	Senior Electrical Engineer	<ul style="list-style-type: none"> • Day to day supervision and progress monitoring of the implementation work at the site

		<ul style="list-style-type: none"> • Ensure implementation adhering to approved design and drawing • Ensuring quality of work at site as per standard practice • Ensure adherence to safety standards at site as per standard practice • Registering quantum of daily progress achieved at site. <p>Any other work required as per work and instructions of Municipal corporation/Team leader</p>
6	Senior Mechanical Engineer	<ul style="list-style-type: none"> • Day to day supervision and progress monitoring of the implementation work at the site • Ensure implementation adhering to approved design and drawing • Ensuring quality of work at site as per standard practice • Ensure adherence to safety standards at site as per standard practice • Registering quantum of daily progress achieved at site. <p>Any other work required as per work and instructions of Municipal corporation/Team leader.</p>

* The number of each position shall be decided by MCBC in consultation with the Project Manager depending on the size, nature, requirement of the project.

Any additional expertise if required for the project the same shall be employed with mutual consent.

45. PENALTY FOR DEFICIENCY IN SERVICES :

The following activities shall attract penalties which shall be deducted from the monthly bill for consultancy services -

Sr. No.	Activities	Penalty
1	Checking of designs and Report Submission	If there is any delay in the review and approval, MCBC may impose a penalty by deducting up to 1% on the fees payable.
2	Absent from Duties	For any reason whatsoever, if any team member remains absent from duty for a cumulative period of more than 15 working days in a years or more than 5 working days at one time, the consultant shall deploy a personnel of equal or higher qualification and experience under the intimation to the CMO,MCBC. In the event of the failure of the consultant to do so, a prorate deduction in the fees per working day for the member remaining absent and a penalty of 1% (one percent) of monthly

		fee, shall be made from the payment due.
3	Delay in Bill Submission	If there is any delay in Bill submission, MCBC will impose a penalty by deducting up to 0.5% of the monthly bill for the PMC unit per day of delay.
4	Delay in the Project Execution with regard to the approved Project Schedule by MCBC	If there is any delay in the Project due to the executing contractor but if the same has not been informed prior to MCBC in the progress reports, with proper justification of the non involvement of the PMC Consultant in any manner, remedial measures not being suggested to MCBC, a penalty of 1% (one percent) of monthly fee, per day of delay would be charged to the PMC Consultant
5	Mistake in measurements due to negligence/intentional	If there is any major mistakes found in taking measurements , MCBC will impose a penalty by deducting 1% of the monthly fees of the PMC per mistake.
6	Mistake in Conducting quality control measures and QA	The MCBC may conduct independent quality monitoring and checking of works carried out by contractor and certified or /and recommended for payment by the Consultant. If such checks disclose that works certified or /and recommended for payment by the Consultant do not meet the specified requirement, MCBC will impose a penalty of 2% of the monthly fee of the PMC for each mistake, for five such mistakes occurring the Quality Control Engineer would be removed from his position immediately and in case such 10 mistakes occur the Project management Consultant Would be debarred by the MCBC.
7	Performance of the team members	If the service of a team member provided by the Consultant is not acceptable to the MCBC, the Consultant shall replace the team member within 30days of given such notice. In the event of the failure of the consultant to do so, a prorata deduction in the fees per working day for the member remaining absent and a penalty of 1% (one percent) of monthly fee, shall be made from the payment due.

Section 5 -Standard Form Of Contract

Draft

Consultancy Agreement

THIS AGREEMENT (“Consultancy Agreement”) is made on the ___th day of ____, 2014 at Bhilai.

BETWEEN:

CMO , Municipal Council , Bhilai- Charoda, **Chhattisgarh** an Urban Local Body constituted and regulated under the C.G. Municipal Council act , 1961 (hereinafter referred to as “MCBC” which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part

AND

_____ LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at _____(hereinafter referred to as the “Consultant”) which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns)of the Other Part

MCBC and the Consultant are collectively referred to as 'Parties' and individually as “Party”.

WHEREAS:

- A. Municipal Council -Bhilai/Charoda, (BCMC) an Urban Local Body constituted and regulated under the C.G. Municipal Council act, 1961.
- B. In response thereto proposals were received from several bidders including the Consultant. After evaluating them, the Proposal submitted by the Consultant has been accepted and Letter of Acceptance No. ____ dated ____ was issued.

The following shall be a part of Consultancy Agreement:

- i. Appendix A: Letter of Proposal
- ii. Appendix B: Power of Attorney for signing of proposal

- iii. Section 4: Background information, Terms of reference (ToR) and Scope of Consulting services
- iv. Form Tech-1: Details of Bidder
- v. Form Tech-2: Description of Experience of Bidder for Completed Projects
- vi. Form Tech-3: Description of Experience of Bidder for Ongoing Projects
- vii. Form Tech-4: Average Annual Turn Over in last 03 financial years.
- viii. Form Tech-5 Curriculum Vitae (CV) Format to be submitted with proposal.
- ix. Form Tech-6 General approach and methodology, work and staffing
- x. Any correspondence made with the bidder past opening of financial bid and before acceptance
- xi. The RFP Published for the selection of project management consultant (PMC) Implementation of Integrated Water Augmentation Project at Bhilai Charoda

General Condition of Contract:-

NOW, THEREFORE, in view of the foregoing and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of employer and employee or agent as between MCBC and the Consultant. The Consultant, subject to this Agreement, has complete charge of personnel performing the Services conforming to all statutory requirements with respect to the personnel deployed and providing all appropriate benefits to them and shall be fully responsible for the Services performed by it or on its behalf. The Agreement shall commence on the date it is executed by the Parties.

2. PAYMENT OF FEES

- a. The Consultant covenants to undertake the Assignment as set forth in the Section - 4 of the RFP (hereinafter referred to as "the Services") and to perform, full fill, comply with and observe all and singular provisions, conditions and requirements of this Agreement.
- b. MCBC shall pay the fees on monthly basis as per the payments schedule set forth in the Section - 4 monthly progress report of the personal deployed by the consultant on actual personal deployed from time to time as required for project.
- c. In consideration thereof, MCBC will pay to the Consultant fee (hereinafter referred to as "the Fee") and more particularly described in this Clause and will perform, full fill,

comply with and observe all singular provisions, conditions and requirements to the Agreement.

- 2.1 The key deliverables would be as set forth in the Section - 4 of this RFP:
- 2.2 The Consultant shall submit to MCBC five (5) hard copies and two (2) soft copies on separate CDs (all drawings in AutoCAD) of all reports/ documents to be delivered as per Clause 2.1 above.
- 2.3 The fee payable by MCBC to the Consultant for the Services shall be computed and paid subject to the conditions of service Agreement, by MCBC on the basis of actual time spent by the personnel in performance of the services i.e, man months deployed at site and the fee as per at the Estimated Billing rates approved by MCBC, after deducting taxes at source as per applicable law.
- 2.4 The Consultancy Fee shall be inclusive of all applicable taxes, cess and levies except service tax and also inclusive of all office and site supervision expenses which may be incurred by the firm and personnel towards office equipments and automation, hardware, software, consumables etc, documentation, travel, transportation, communication etc and head office overheads. (“Office and Site Supervision Expenses”)
- 2.5 The service tax shall be paid by MCBC separately at the applicable rates.

3. PERFORMANCE SECURITY, LIQUIDATED DAMAGES AND PENALTIES

3.1 Performance Security

The Authority shall retain by way of performance security (the “Performance Security”), as per the payment schedule set forth in the Section - 4 of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recover of liquidated damages as specified herein. The balance remaining out of the Performance Security shall be returned to the Consultant at the expiration of this Agreement.

3.2 Liquidated Damages for delay

In case of delay in submission of any deliverable other than those enlisted in Section- 4, liquidated damages, not exceeding an amount equal to 0.2% (zero point two percent) of the Consultancy Fee per day, subject to a maximum of 5% (five percent) of the Consultancy Fee, shall be imposed and shall be recovered from the payments due or by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time may be granted by MCBC. This is in addition to the item mentioned in clause 3.7.

3.3 Appropriation of Performance Security

The MCBC shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified herein above.

3.4 Penalty for deficiency in Services

In addition to the liquidated damages and penalty set forth in clause 45 the Section - 4, penalty may be levied on the Consultant for deficiencies on its part. Causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated.

3.5 In the event of total default / failure by the Consultant in providing the Services, MCBC reserves the right to get the Services executed by any other consultant at the cost and risk of the Consultant.

3.6 The PMC shall prepare a check list for submissions of bills by the contractor. The PMC shall check, verify and submit the bill within seven (7) days of receipt of the bill from the contractor/s.

3.7 The penalties which shall be deducted from the monthly bill for consultancy services would be as set forth in the Section - 4 of the RFP

4. SUSPENSION

MCBC may by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the later fails to perform any of its obligations under this Contract, including the carrying out of the services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) request the Consultant to remedy such failure within the period not exceeding fifteen (15) days after the Consultant of such notice of suspension.

5. TERMINATION

5.1 By MCBC

MCBC may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (e) & (f) below, for which there shall be a written notice of not less than Forty Five (45) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause terminate this Contract:

- a. if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 4 hereinabove, within thirty (30) days

of receipt of such notice of suspension or within such further period as the MCBC may have subsequently approved in writing;

- b. If the Consultants become insolvent or bankrupt or enter into any Contracts 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
- d. If the Consultants submit to the MCBC a statement which has a material effect on the rights, obligations or interests of the MCBC and which the Consultants know to be false;
- e. If the MCBC, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- f. If the Consultant, in the judgment of the MCBC has engaged in corrupt or fraudulent practices in executing the Contract.
- g. In case the contract is terminated, the balance amount of advance fee if any, paid earlier shall be paid back by the Consultant to MCBC within thirty days of the termination letter, failing which the same shall be recovered from performance security deducted from consultant.

5.2 By the Consultant

The Consultants may, by not less than .thirty (30) days' written notice to the MCBC, such notice to be given after the occurrence of any of the events specified in paragraphs (i) through (iv) of this Clause, terminate this Contract:

- (i) If the MCBC fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (ii) If the MCBC is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the MCBC of the Consultants' notice specifying such breach;
- (iii) If the MCBC fails to comply with any final decision reached as a result of arbitration pursuant to this agreement.

6. CESSATION OF RIGHTS AND OBLIGATION

Upon termination of this Contract pursuant to Clause 4 or Clause 5 hereof, or upon expiration of this Contract all rights and obligations of the Parties hereunder shall cease, except:

- (i) Such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) The obligation of confidentiality set forth in this agreement
- (ii) Any right, which a Party may have under the Applicable Law.

7. CESSATION OF SERVICES

Upon termination of this Contract by notice of either Party to the other pursuant to Clause 4 or Clause 5 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.

8. PAYMENT UPON TERMINATION

Upon termination of this Contract pursuant to Clause 4 or Clause 5 hereof, the MCBC shall make the payments for Services satisfactorily performed prior to the effective date of termination; to the Consultants after offsetting against these payments any amount that may be due from the Consultant:

9. DISPUTES ABOUT EVENTS OF TERMINATION

If either Party disputes whether an event specified in paragraphs (a) through (h) of Clause 4 or in Clause 5 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to this agreement and this Contract shall not be terminated .on account of such event except in accordance with the terms of any resulting arbitral award.

10. RESPONSIBILITIES AND OBLIGATIONS OF THE CONSULTANT

The Consultant shall:

- a) Provide the Services in accordance with ToR and scope of consulting services as set out in Section 4 ;

- b) Exercise the degree of skill, care efficiency and diligence normally exercised by members of the profession performing services of a similar nature;
- c) The consultant shall act at all times so as to protect the interest of MCBC and shall take all reasonable steps to keep all expenditure to a minimum with sound professional practices.
- d) Be bound to comply with any written direction of MCBC to vary the scope sequence or timing of the Services; and
- e) The consultant shall furnish to the MCBC such information related to the Assignment as MCBC may, from time to time request.

11. CONFIDENTIALITY AND PUBLICITY

The Consultant and the personnel shall treat the details of the output of the assignment and the Services as confidential and for the Consultant's own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to MCBC or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous consent in writing of MCBC.

12. CONSULTANT'S REPRESENTATIVES

The Project Manager / team leader shall be the representative of the Consultant and shall have authority to act on behalf of the Consultant for all purposes in connection with the Services and in accordance with all the provisions under the Agreement.

13. INDEMNITY AND INSURANCE

13.1 The consultant shall take out and maintain adequate professional indemnity insurance and insurance against claims by third parties resulting from acts performed in carrying out the Services.

13.2 MCBC undertakes no responsibility in respect of life, health, accident, travel or any other insurance coverage for the personnel or for the dependents of any such personnel.

13.3 The consultant shall indemnify at all times, the MCBC from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the MCBC during or in connection in the Services by reason of: (i) infringement or alleged infringement by the consultant of any patent or other protected right; or (ii) plagiarism or alleged plagiarism by the consultant.

13.4 The consultant shall indemnify, protect and defend, at consultant's own expense, MCBC, its agents and employees, from and against any and all actions, claims, losses or damages arising out of consultant's failure to exercise the skill and care required under this agreement , provided, however: that consultant is notified of such actions, claims, losses or

damages not later than twelve months after conclusion of the Services; and provided further *that the ceiling on consultant's liability shall be limited to proposal approved by MCBC except that such ceiling shall not apply to actions, claims, losses or damages caused by consultant's gross negligence or reckless conduct;

13.5 In addition to any liability consultant may have under this agreement consultant shall, at its own cost and expense, upon request of MCBC, re-perform the Services in the event of consultant's failure to exercise the skill and care.

13.6 The consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by (i) MCBC's overriding a decision or recommendation of consultant or requiring consultant to implement a decision or recommendation with which consultant does not agree; or (ii) the improper execution of consultant's instructions by agents, employees or independent contractors of MCBC.

14 OWNERSHIP OF WORK PRODUCT, COMPUTER PROGRAMS AND EQUIPMENT

All reports, documents, correspondence, draft publications, maps, drawings, notes, specifications, statistics, work product in any form and, technical data compiled or prepared by the consultant and communicated to the MCBC in performing the Services (in electronic form or otherwise and including computer-disks comprising data) shall be the sole and exclusive property of the MCBC, and may be made available to the general public at its sole discretion. The consultant may take copies of such documents and data for purpose of use related to the Services under terms and conditions acceptable to the MCBC but shall not use the same for any purpose unrelated to the Services without the prior written approval of the MCBC.

All computer programs developed by the consultant under this Contract shall be the sole and exclusive property of the MCBC; provided, however, that the consultant may use such programs for their own use with prior written approval of the MCBC. If license agreements are necessary or appropriate between the consultant and third parties for purposes of development of any such computer programs, the consultant shall obtain the MCBC's prior written approval to such agreements. In such cases, the MCBC shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

15. FORCE MAJEURE

15.1 The term "force majeure" shall mean events beyond the control of either party, which prevent the affected party from performing and fulfilling its obligations under the Contract, and could not have been reasonably anticipated or foreseen, or although

foreseen were inevitable, such as acts of war (whether or not war be declared), public disorders, insurrection, riots, sabotage, explosions, violent demonstrations, blockades, and other civil disturbances, epidemics, nuclear contamination, landslides, earthquakes, typhoons, volcanic eruption, floods, washouts and other natural calamities and acts of God, strikes, lock-outs or other industrial action or equivalent disruption or disturbances, boycotts and embargo or the effects thereof, and any other similar events.

15.2 If either party is temporarily unable by reason of force majeure to meet any of its obligations under the Contract, and if such party gives written notice of the event within fifteen (15) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event shall be suspended for as long as the inability continues. Neither party shall be liable to the other party for any loss, actually incurred, or damage sustained by such other party arising from any event or delays arising from such event.

15.3 In the case of disagreement between the parties as to the existence, or extent of, force majeure, the matter shall be submitted to arbitration in accordance with provision of this agreement.

16. **OTHER CONDITIONS**

16.1 In the event MCBC desires the Consultant to perform such additional services which are not within the Terms of Reference, the Consultant shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.

16.2 MCBC shall provide to the Consultant documents/ information/ reports as may be required by the Consultant to enable it to provide the Services. MCBC undertakes and agrees to furnish to the Consultant from time to time such other documents/ reports/ information in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/ available with the MCBC.

16.3 All intellectual property conceived, originated, devised, developed or created by the Consultant, its agents, specifically for the purpose of rendering the Services, shall vest with MCBC unless otherwise agreed, between MCBC and the Consultant. MCBC as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project

16.4 Unless otherwise agreed, MCBC shall have the copyright on all the reports, documents, maps etc., authored, prepared or generated during the course of the Services to be provided by the Consultant.

17. COMPLIANCE WITH LAWS

The Consultant shall take due care that all its documents comply with all relevant laws and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgements, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Consultant.

18. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of India. The Courts at Durg /Chhattisgarh shall have jurisdiction over all matters arising out of or relation to this Agreement.

19. DISPUTE RESOLUTION

19.1 Amicable Settlement/Mediation

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably through discussions/negotiations/mediation between the Parties.

19.2 Arbitration

a Procedure

Any Dispute which is not resolved amicably within 30 days, the same shall be referred to the CMO, MCBC. There upon, the CMO, MCBC shall appoint a sole arbitrator within thirty days. The proceedings of the arbitrations shall be conducted as per Arbitration & Conciliation Act 1996.

b Place of Arbitration

The place of arbitration shall ordinarily be Bhilai but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

c English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

d Enforcement of Award

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

e Performance during Dispute Resolution

Pending the submission of and/or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award

20. SEVERABILITY

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

21. WAIVER

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

i shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;

ii shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and

iii Shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

22. MODIFICATION

Modification of the terms and conditions of the Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

23. NOTICES

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognised

international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned hereinabove. Notice will be deemed to be served as specified below:

- (i) In the case of personal delivery or registered mail, on delivery.
- (ii) In the case of telegrams, 24 hours following confirmed transmission; and
- (iii) In the case of facsimiles, 24 hours following confirmed transmission.

24. TRANSFER OF ASSIGNMENT

No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.

25. VARIATIONS

MCBC may, by written notice to the Consultant, direct the Consultant to vary the scope, sequence or timing of the Services and the Consultant shall be bound to comply with that direction. All such variation shall be in writing.

EXECUTED BY MUNICIPAL COUNCIL BHILAI CHARODA by
being signed by a duly authorised officer in the presence of:

Title: _____

Witness:

EXECUTED BY _____ by being signed by a duly authorised officer
in the presence of:

Title: _____

Witness: _____

SECTION 6

INTEGRITY PACT

Pre Contract Integrity Pact

General

This Pre-Bid Pre-Contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2014, between on one hand, the President of India acting through _____, Designation of the officer, Ministry/Department, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and "..... entered by "....." (hereinafter called the "BIDDER/Seller", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the second part.

WHEREAS the BUYER proposes to procure Consultancy Services for and the BIDDER is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired services at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the

contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all the BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of the BIDDERS

3. The BIDDER commits itself to take all the measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour or any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
 - 3.3 BIDDERS shall disclose the payments to be made by them to agents/brokers or any

other intermediary, in connection with this bid/contract.

- 3.4 The BIDDERS further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount of Rs. 10,00,000/- (Rupees Ten Lacs Only) as Bid Security or Earnest Money Deposit (EMD) with the BUYER.

5.2 The EMD shall remain valid till the submission of performance guarantee by the successful BIDDER.

5.3 In case of the successful BIDDER, a clause would also be incorporated in the Performance Bank Guarantee that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the NODAL AGENCY to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 Within 15 days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security equal to 10% of the value of contract from a Commercial bank in accordance with the General Conditions of Contract, in the Performa prescribed at Annex 2 in Section II.

5.5 Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations.

5.6 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Performance Security for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be

require to assign any reason therefore.

- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s)

appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or subsystems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. **Facilitation of investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is New Delhi.

11. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. **Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later, in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

For and on behalf of the Bidder

(Name & Signature of the Authorized Signatory)

Date: