

**Request for Proposal for Selection of a Consultant for  
preparation of DPRs for Water supply, Rejuvenation of  
water bodies, Rain Water Harvesting Park under  
AMRUT.2.0.**

Town Planning Department

Directorate Complex, North A.O.C, Imphal, Manipur

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Website: [www.tpmanipur.mn.gov.in](http://www.tpmanipur.mn.gov.in)

## DISCLAIMER

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The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy. The Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs

incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.

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## DEFINITION OF TERMS

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**“Authority”** means the Town Planning Department, Government of Manipur.

**“Applicant”** shall mean organization/consultants submitting the Bid in response to this RFP.

**“Approvals”** means all approvals, permissions, authorizations, consents and notifications from any Governmental Authority, regulatory or departmental authority and any other regulatory authority, as may be applicable.

**“Arbitration Act”** means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;

**“Bid”** means the documents in their entirety comprised in the bid submitted by the Applicant in response to the RFP in accordance with the provisions thereof;

**“Bid Documents”** means the RFP including its Annexure;

**“Completed Project”** means a project for which the consultant has a completion certificate from the client for the given project;

**“Financial Year”** shall mean the year commencing from the 1st April of any calendar year and ending on 31st March of the next calendar year.

**“Force Majeure” or “Force Majeure Event”** shall mean acts, events, conditions or occurrences beyond the control and not arising out of the fault or negligence of the affected Party and shall include acts of God such as earthquake, lightning, tempest, fire, acts of war, riot, bombing, civil commotion, terrorist acts and agitations.;

## DATA SHEET

No.	Particulars	Details
1	Name of the Client inviting RFP	State Mission Director (AMRUT) / Town Planning Department, Government of Manipur.
2	Name of the Assignment	Selection of a Consultant for preparation of DPRs for Water supply, Rejuvenation of water bodies, Rain Water Harvesting Park under AMRUT.2.0.
3	Mode of Bidding	Online through website <a href="https://manipurtenders.gov.in">https://manipurtenders.gov.in</a>  Hard copies of the same are to be submitted at the address given below.
4	Date of Issue of RFP	22.11.2022
5	Last date of receiving Pre-Bid queries	02.12.2022
6	Date of Pre-bid meeting	06.12.2022 at 1:00 PM.  Venue: Town Planning Department, Imphal, Manipur
7	Last date and time of Submission of bid online	On or before 13.12.2022 up to 1:30 P.M.
8	Last date and time of Submission of hard copy documents	On or before 14.12.2022 up to 1:30 P.M.
9	Date and time of opening of Technical Proposal	2:00 P.M of 14.12.2022
10	Opening of Financial Bids	To be informed later.
11	Place of obtaining RFP Documents	The tender can be downloaded from the following websites:  <a href="http://www.tpmanipur.mn.gov.in">www.tpmanipur.mn.gov.in</a>
12	Validity of Bids	180 Days

13	Signing of Agreement	Within 90 days of award of Letter of Award (LOA).
14	Method of Selection	Quality and Cost Based Selection (QCBS)
15	Earnest Money Deposit (EMD)	<p>Refundable: Rs. 1,00,000/- (Rupees one lakh only) which shall be payable in the form of Demand Draft.</p> <p>Note: The Demand Draft shall be drawn from any Nationalized/ Scheduled Bank in favor of "Chief Town Planner, Town Planning Department, Manipur" payable at Imphal.</p>
16	Tender Fee	<p>Non-refundable: Cost of RFP is Rs. 10,000/- (Rupees ten thousand only) which shall be payable in the form of Demand Draft.</p> <p>Note: The Demand Draft shall be drawn from any Nationalized/ Scheduled Bank in favor of "Chief Town Planner, Town Planning Department, Manipur" payable at Imphal.</p>
18	Name & Address for Correspondences	<p>Chief Town Planner, Town Planning Department, Directorate Complex, North A.O.C, Imphal, Manipur</p> <p>Email: amrutmanipur@gmail.com, Website: www.tpmanipur.mn.gov.in</p>



## **1 INTRODUCTION**

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### **1.1 Background of Town Planning Department Manipur**

The Town Planning Department Manipur was established in the year 1965-66 to act as an advisory body on the proper and judicious use of land and also to carry out statutory functions as laid down in the Manipur Town & Country Planning Act and Imphal Municipal Corporation Building Bye-Laws. Further the functions and responsibilities of the Town Planning Department have been specified from time to time by State. The Department has been given the task of the preparation of regional plans, sub-regional plans, Area plan, preparation of guidelines for development of urban areas and functions specified under the Manipur Town & Country Planning Act, 1975. Town Planning Department is currently the State Mission Directorate for implementation of AMRUT in the State.

Sustainable Development Goal 6.4 aims to substantially increase water-use efficiency across all sectors and ensure sustainable withdrawals and supply of freshwater to address water scarcity and substantially reduce the number of people suffering from water scarcity, by 2030. In order to meet (SDG 6), and to extend ease of living in water sector from 500 to all statutory towns, Atal Mission for Rejuvenation and Urban Transformation 2.0 (AMRUT 2.0) has been launched. This will also ensure 100% coverage of sewerage/ septicage management in 27 cities of the state.

### **1.2 Request for proposal**

The Authority invites Proposals (the “Proposals”) for Selection of a Consultant for preparation of DPRs for Water supply, Rejuvenation of water bodies, Rain Water Harvesting Park under AMRUT.2.0. in conformity with the scope of work as mentioned in RFP. (Collectively “The Consultancy”). The Authority invites proposal for selection of consultants to undertake the above assignment.

### **1.3 Due Diligence by Applicants**

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Bid by paying a visit to the Authority.

### **1.4 Downloading of RFP Document**

Document can be downloaded from the official website **[www.tpmanipur.mn.gov.in](http://www.tpmanipur.mn.gov.in)**

### **1.5 Validity of Bid**

The Bid shall be valid for a period of not less than 180 days from the Bid due date (the “BDD”).

## 1.6 Brief Description of Selection Process

- 1.6.1 The Authority shall constitute a Bid Evaluation Committee to evaluate the bids submitted by the Applicants. The Authority will organize a Pre-Bid meeting after invitation of RFP on 22.11.2022. All the queries related to the document will be reviewed and addressed by Town Planning Department and will inform the applicants in the form of corrigendum.
- 1.6.2 The authority will evaluate all the RFP Documents based on the Eligibility Criteria set during the RFP preparation. The Authority shall then announce the Applicants/firms after the detailed evaluation.
- 1.6.3 The Authority will disclose the list of Applicants who have qualified under technical capacity and will be asked to submit their financial bid.

## 1.7 Schedule of Selection Process

#	Event Description	Estimated Date
1.	RFP	22.11.2022
2.	Pre-Bid Meeting	06.12.2022 at 1:00 PM
3.	Authority's response to queries	Within 3 working days after the Pre-Bid Meeting.
4.	Submission of RFP	Up to 1:30 P.M. of 13.12.2022
5.	<b>Opening of Technical Bid</b>	At 2:00 P.M. of 14.12.2022
6.	<b>Opening of Financial Bid</b>	To be informed later.
7.	Announcement of the Selected consultant	To be informed later.

## 1.8 Communications

- 1.8.1 All communications including the submission of Bid should be addressed to:

Chief Town Planner  
Town Planning Department,  
Directorate Complex, North A.O.C, Imphal-795001  
Email: amrutmanipur@gmail.com,

- 1.8.2 All communications, including the envelopes, should be marked at the top in bold letters as below:

**“RFP for preparation of DPRs for Water supply, Rejuvenation of water bodies, Rain Water Harvesting Park under AMRUT.2.0. Manipur “**

## **2 INSTRUCTIONS TO APPLICANTS**

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### **2.1 General Instructions**

- 2.1.1 The applicants shall deposit a Tender fee of Rs. 10,000/-. The tender fee is non-refundable.
- 2.1.2 The RFP document shall not be transferrable to any other applicant.
- 2.1.3 The applicants shall study all instructions, forms, terms, requirement and other information in the RFP documents carefully.
- 2.1.4 The response to the RFP shall be full and complete in all respects. Failure to furnish all information required in the RFP document or submission of a bid not substantially meeting the requirements shall be at applicant's risk and subject to the rejection of its bids.
- 2.1.5 The applicant shall submit the bid at his own cost, Town Planning Department shall not be held responsible for any cost incurred by the applicant. Submission of a bid does not entitle the applicant to claim any cost and rights over Town Planning Department. The Town Planning Department is at liberty to cancel any or all bids without giving any notice.
- 2.1.6 All the amendments/corrigendum made in the document shall be published at Town Planning Department website and shall become part of RFP.
- 2.1.7 The applicants shall visit the aforementioned website on regular basis for checking latest updates of the RFP document. The Town Planning Department also reserves the rights to amend the dates mentioned in the RFP for successful bid process in larger public interest.
- 2.1.8 **EARNEST MONEY DEPOSIT (EMD):** The bidder shall furnish, as part of the Technical Proposal, an Earnest Money Deposit (EMD) amounting to Rs. 1,00,000/- (Rupees one lakh) only. The EMD shall be in the form of Demand Draft from any of the Nationalized Bank or Schedule Bank in favour of the Chief Town Planner, Town Planning Department payable at Imphal. The EMD of unsuccessful bidder shall be refunded without any interest after finalization of the successful party by Town Planning Department. EMD of the successful bidders will be retained till the bidders have provided a performance security under the Agreement.

The Earnest Money will be forfeited on account of one or more of the following reasons:

- Bidder withdraws its proposal during the selection process
- Bidder does not respond to requests for clarification of its proposal.
- Bidder fails to provide required information during the evaluation process or is found to be non-responsive or to have submitted false information in support of its qualification.

## 2.2 Eligibility of the Applicant

2.2.1 For determining the eligibility of Applicant for their qualification hereunder, the following shall apply

- a. An Applicant can be a company incorporated under the Indian Companies Act (ii) a trust registered under the Indian Trusts Act, 1882 or the Bombay Public Trusts Act, 1950 (or other applicable laws) or (iii) a society registered under the Societies Registration Act, 1860 (or other applicable laws) or (iv) a not-for-profit company incorporated under Section 8 of the Indian Companies Act, or (v) a Partnership firm registered under The Partnership act, 1932 or the Limited Liability Partnership (LLP) incorporated under Limited Liability Partnership Act 2008, Government of India or (vi) a sole proprietorship firm.
- b. **No Consortium** is allowed to collectively bid for the project. However, the selected consultant should open a camp office at Imphal for a minimum period of 1 (one) year from the date of award of the work. No agreement will be signed till the opening of the camp office which should be manned by a minimum of one expert and one assistant.

### 2.2.2 Eligibility:

#### a) Technical Capacity:

- 1) *The Consultant shall have completed preparation of DPR for providing water supply projects of worth of Rs.500.00 Cr in last Ten years. and*
- 2) *The Consultant shall have completed preparation of DPR either for rejuvenation of water bodies or development of green spaces & parks for Rs.10.00 Cr in last Ten years*

- b) **Financial Capacity:** *The Consultant shall have an average annual turnover of Rs. 10.00 Crore rupees or more over the 3 financial years (2018-19, 2019-20 & 2020-21).*

**Completed Project\*-** means a project for which the consultant has a completion certificate from the client for the given project.

- 2.2.3 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

## **2.3 Acknowledgement by Applicant**

- 2.3.1 It shall be deemed that by submitting the documents, the Applicant has:
- i. made a complete and careful examination of the RFP;
  - ii. received all relevant information requested from the Authority;
  - iii. acknowledged that it does not have a Conflict of Interest; and
  - iv. agreed to be bound by the undertaking provided by it under and in terms hereof.
- 2.3.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

## **2.4 Right to reject any or all Bid**

- 2.4.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 2.4.2 Without prejudice to the generality of Clause 2.4.1, the Authority reserves the right to reject any Bid if:
- a) At any time, a material misrepresentation is made or discovered, or
  - b) The Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
- 2.4.3 Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

## **2.5 Contents of RFP**

- 2.5.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addendum / Amendment issued in accordance with Clause 2.6:

Request for Proposal

1. Introduction
2. Instructions to Applicants
3. Criteria for Evaluation
4. Scope of work
5. Fraud and corrupt practices
6. Pre-Bid Meeting
7. Miscellaneous
8. Dispute Resolution
9. Appendix I - Technical Proposal Submission Forms

2.5.2 The Authority shall endeavor to respond to the queries within 3 working days after the Pre-Bid Meeting. The Authority will post the reply to all such queries only on the Official Website <https://www.tpmanipur.mn.gov.in>.

2.5.3 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.6 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

## **2.6 Amendment of RFP**

- 2.6.1 At any time prior to the deadline for submission of Bid, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Corrigendum/ Amendment and posting it on the Official Website.
- 2.6.2 The amendments will be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.
- 2.6.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

## **2.7 Language of the Bids**

The Bid with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in the English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Bid unless specifically asked for and in case any of these documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Bid, the translation in English shall prevail.

## **2.8 Bid Submission Instructions**

The entire submission shall be submitted strictly as per the format specified in the RFP. The bids with deviation from the format are liable for rejection. Town Planning Department reserves the right to seek clarification at any stage, from any applicant/consultant until the compliances are made by the applicant/consultant as desired by the Bid Evaluation committee/TPD in conformity with the RFP.

- a. The applicant/ consultant shall submit the bid online through **<http://manipurtenders.gov.in>** only.
- b. To view tender notice, detailed time schedule, RFP document and its supporting documents, the applicant shall visit the website **[www.tpmanipur.mn.gov.in](http://www.tpmanipur.mn.gov.in)**
- c. The applicant/consultant shall ensure that all the required documents as mentioned in the RFP/bidding document are submitted along with the bid and in the prescribed format only. Town Planning Department shall not accept delivery of bid in any manner other than that specified in the RFP. The bid delivered in any other manner shall be treated as invalid and rejected.

## **2.9 Format and Signing of Bid**

- 2.9.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.9.2 The Applicant shall upload the Bid along with scanned copy of tender fee along with documents in support of qualifications as specified in the RFP document.
- 2.9.3 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bids must be properly signed by the authorized representative (the “Authorized Representative”) as detailed below:
- a. By the proprietor, in case of a proprietary firm; or
  - b. By a partner, in case of a partnership firm and/or a limited liability partnership; or
  - c. By a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
  - d. A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarized by a notary public in the form specified in Appendix-I (TECH-4) shall accompany the Bid.
- 2.9.4 Applicants should note the Bid Due Date, as specified in Clause 1.7, for submission of Bids. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Bid Due Date as specified in Clause 2.13. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.18.

## **2.10 Sealing and Marking of Bids**

- 2.10.1 The Applicant shall submit the Qualification Proposal in the format specified at Appendix-I, together with the documents specified in Clause 2.10.3 and seal it in an envelope and mark the envelope as “Qualification Proposal”. The Applicant shall submit the Financial Proposal online through e-Procurement website of Manipur <https://manipurenders.gov.in> only.
- 2.10.2 The Applicant shall seal the original Qualification Proposal together with its respective enclosures in separate envelop duly marking the envelope as “**ORIGINAL**”. Similarly, the Applicant shall seal the copy of the Qualification Proposal together with its respective enclosures in separate envelop duly marking the envelope “**COPY**”. Both these ORIGINAL and COPY envelopes shall then be sealed in an outer envelope that shall also be marked in accordance with Clause 2.10.3, 2.10.4 and 2.10.5.



2.10.3 Each Qualification Proposal envelope shall contain:

- a) Qualification Proposal in the prescribed format (Appendix-I) along with Annexes and supporting documents;
- b) Certificate from the Chartered Accountant on turnover details over the three (3) financial years (2018-19, 2019-20 & 2020-21)
- c) **Copy of Completion Certificate / Work order / Reference of person under whom jobs are executed / any other document in support of successful completion of job**
- d) Power of Attorney for signing the Bid as per the format at TECH-4 of Appendix-I;
- e) Bid Security and document fees to be prepared in the form of DD in favour of Town Planning Department, Manipur.

**“Please don’t send the financial proposal in the form of hardcopy/softcopy while submitting the qualification proposal; it has to be online submission only.”**

**All the hardcopies of the Bid documents to be send through speed post/ courier or special messenger only. No other forms of submission like Fax, Tele-Fax, E-mail, etc. shall be accepted.**

2.10.4 In case of any queries please use below given contact details for correspondence:

ATTN. TO:	Chief Town Planner
AUTHORITY:	Town Planning Department
ADDRESS:	Directorate Complex, North A.O.C, Imphal, Manipur
E-MAIL	Email: amrutmanipur@gmail.com

2.10.5 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Applicant.

2.10.6 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

## **2.11 Technical Proposal**

2.11.1 Applicants shall upload the technical proposal in the formats at Appendix-I (“Technical Proposal Submission Form”)

2.11.2 While uploading the Technical Proposal, the Applicant shall, in particular, ensure that:

- a. The scanned copy of the Demand Draft towards Tender document cost has been attached;
- b. **All forms are submitted in the prescribed formats and signed by the prescribed signatories;**

- c. Power of Attorney, if applicable, is executed as per Applicable Laws;
- d. CVs of all Professional Personnel have been included;
- e. Key Personnel have been proposed only if they meet the Conditions of Eligibility;
- f. No alternative proposal for any Key Personnel should be made and only one CV for each position should be furnished;
- g. The CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;
- h. The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- i. Key Personnel would be available for the full period of assignment; The proposal is responsive in terms of Clause 3

2.11.3 Failure to comply with the requirements spelt out in Clause 3 shall make the Proposal liable to be rejected.

- a. If an individual Key Personnel makes a false statement regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.
- b. The proposed team shall be composed of experts and specialists (the “Professional Personnel”) in their respective areas of expertise and managerial/support staff (the “Support Personnel”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 3 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format at TECH-12 of Appendix-I.
- c. The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall

not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

- d. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.
- e. In such an event, the Authority shall forfeit and appropriate the Earnest Money Deposit (EMD) as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.
- f. The technical proposal shall be prepared as per clause 3.

## **2.12 Submission of Bid**

- 2.12.1 The Applicants shall submit the Bid as per e-tender guideline along with one hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Representative of the Applicant as per the terms of the RFP. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail. Consultant shall follow the instructions on the portal for submission of e-tender.
- 2.12.2 The Technical Proposal shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant. All pages of the Technical Proposal must be numbered and initialed by the person or persons signing the Proposal.
- 2.12.3 The completed Bid must be uploaded on or before the specified time on Bid Due Date. Bids submitted by fax, telex, telegram or e-mail shall not be entertained.
- 2.12.4 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.
- 2.12.5 The Bid or its modifications must be uploaded on the portal no later than the deadline indicated in the RFP, or any extension to this deadline. The electronic system will not accept any Bid or its modification for uploading after the deadline.
- 2.12.6 The Consultant shall submit a digitally signed, encrypted and complete Bid comprising the documents and forms as mentioned in RFP (Documents Comprising Proposal). The submission can be done electronically through the website and in accordance with the procedures specified in the RFP as specified in Guidelines to Vendors on the operations of Electronic Tender Management System of Government of Manipur on <https://manipurtenders.gov.in>.
- 2.12.7 An authorized representative of the Consultant shall digitally sign the submission letters in the required format for the Technical Proposal. The authorization shall be in the form of a written power of attorney scanned and uploaded together with the Technical Proposal.
- 2.12.8 Consultants should be aware that the electronic procurement system does not allow for any interlineations, erasures, or overwriting. Any modifications or revisions to the Bid shall be done in accordance with Clause 2.6.
- 2.12.9 Once the Bid is uploaded on the portal, the system will generate a unique identification number with the stamped submission time. The unique identification number with the time stamp represents an acknowledgement of the Bid submission. Any other system's functionality requirements are specified in the RFP.
- 2.12.10 The Authority's evaluation committee shall conduct the opening of the Technical Proposals online immediately after the Bids' submission deadline and following the procedure described in the RFP.

2.12.11 Tender shall be submitted online on the e-tendering portal in 'two electronic envelopes system' within prescribed schedule.

### **2.13 Bid Due Date**

2.13.1 Bid should be submitted at or before the Bid Due Date specified at Clause 1.7 at the address provided in Clause 1.8 in the manner and form as detailed in this RFP.

2.13.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.6 uniformly for all Applicants.

### **2.14 Late Bid**

Bids uploaded by the Applicant after the specified time on Bid due date shall not be eligible for consideration and shall be summarily rejected.

### **2.15 Modifications/Substitutions/Withdrawal of Bid**

2.15.1 The Applicant may modify, substitute, or withdraw its Bid after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to Bid Due Date. No Bid shall be modified, substituted, or withdrawn by the Applicant on or after the Bid Due Date.

2.15.2 The modification, substitution, or withdrawal notice shall be uploaded prior to Bid Due date

2.15.3 Any alteration / modification in the Bid or additional information or material supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

### **2.16 Evaluation of Bid**

2.16.1 The Authority shall open the Bids on the date as mentioned in clause 1.7 of RFP, or as specially specified at the place specified in Clause 1.7 and in the presence of the Applicants who choose to attend.

2.16.2 Prior to evaluation of Bids, the Authority will determine whether each Bid is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Bid that is not responsive hereunder. A Bid shall be considered responsive only if:

- a. The Technical Proposal is received in the TECH-1 specified at Appendix-I;
- b. It is received by the Bid Due Date including any extension thereof pursuant to Clause 2.13;
- c. It is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.12 and 2.13;
- d. It contains all the information (complete in all respects) as requested in the RFP;

- 2.16.3 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bids.
- 2.16.4 The Authority shall subsequently examine and evaluate Bids in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in this RFP.
- 2.16.5 After the technical evaluation, the Authority shall prepare a list of prequalified and short-listed Applicants and announce the results. The Authority shall then at a later date invite the applicant for opening of financial proposal at a later date as mentioned in clause 1.7.
- 2.16.6 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.16.7 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

## **2.17 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

## **2.18 Clarifications**

- 2.18.1 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.18.2 If an Applicant does not provide clarifications sought under this Clause 2.18 as indicated above within the specified time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

### 3 CRITERIA FOR EVALUATION

#### 3.1 Evaluation Criteria

- a) The evaluation of the RFP shall be based on Quality and Cost Based Selection (QCBS).
- b) The weightage of Technical Proposal (Technical score) shall be 70 % weightage and Financial Proposal (Financial score) shall have 30 %.
- c) The Total Score of the Applicant =  $0.7 \times (\text{Technical Score}) + 0.30 \times (\text{Financial Score})$
- d) The Applicant who qualifies with the qualification criteria will only be considered for technical and financial proposals.
- e) Failing to secure minimum marks shall lead to technical rejection of the Bid.
- f) Authority (or a nominated party) reserves the right to check/validate the authenticity of the information provided in the Pre-qualification and Technical Evaluation criteria and the requisite support must be provided by the Applicant.
- g) The Applicant achieving the highest Total Score shall be invited for negotiations for awarding the contract. In case of a tie where two or more Applicants achieve the same highest Total Score, the Applicant with the higher Technical Score will be invited first for negotiations for awarding the contract.

3.1.1 Applicants have to meet the eligibility criteria specified in Clauses 2.2.1 and 2.2.2 and the evaluation would be as per this Section 3. Bids of Applicant who do not meet these criteria shall be rejected.

3.1.2 The Applicant's competence and capability is proposed to be established by the following parameters:

- (a) Technical Capacity; and
- (b) Financial Capacity

#### 3.2 Technical evaluation framework

Applications fulfilling the Technical Capacity will be evaluated for technical competency on the following basis:

Sr. No	Evaluation Criteria	Marks
A	Technical competency of the Firm's Experience	65
B	Team Capabilities	25
C	Presentation	10
Overall Technical Score		100

**Important:** Qualification criteria for technical evaluation and progression to the financial evaluation stage.

1. Only the Applicants who get 50% in combined technical score of Technical competency of the Firm's Experience and Team Capabilities will be invited for Presentation. Stating that if an Applicant scores 45 marks or more out of 90 marks (Technical competency of the Firm's Experience (65) + Team Capabilities (25) = 90 marks) which is 50% of 90 marks will be invited for presentation.
2. Only the Applicants who get an Overall Technical score of 50% or more will qualify for the financial evaluation stage failing to secure minimum marks shall lead to technical rejection of the Bid.
3. The Authority reserves the right to check/validate the authenticity of the information provided in the Technical Evaluation criteria and the requisite support must be provided by the Applicant.

#### A. Technical competency of the Firm's Experience– 65 Marks

The Applicants will be marked on the technical competency of the firm's experience in Urban Planning

No	Technical competency of the Firm– 65 Marks	Maximum Marks	Marks
1	Average annual turnover over the 3 financial years (2018-19, 2019-20 & 2020-21)	10	Financial Turnover Rs. 10 Cr to 12 Cr: 5 marks. Above Rs. 12 Cr: 10 Marks
2	Experience in Preparation of Detailed Project Reports for Water Supply (Source Augmentation, Transmission, Pumping Station, Treatment, Service Reservoirs, Distribution, Storage etc.)	20	Water Supply Projects Up to Rs. 500 Cr: 10 Marks Rs. 500 to 600 Cr: 15 Marks Above Rs. 600 Cr: 20 Marks
3	Experience in preparation of DPR in the last 10 years either for rejuvenation of water bodies or development of green spaces & parks.	15	Rs 10 Cr to 12 Cr: 10 Marks Above Rs. 12 Cr: 15 Marks
4	Empanelment with Ministry of Housing and Urban Affairs for Providing Technical Assistance in Assessment of Non-Revenue Water (NRW) and developing strategy and implementation plans for reduction of NRW.	10	
5	Experience of the consultant on preparation of DPR under JNNURM/ 10% Lumpsum scheme of MoHUA, Government of India or projects under DoNER, Government of India in North-Eastern region.	10	1 project: 5 marks 2 or more projects: 10 marks



## B. Team Capabilities – 25 Marks

1. The applicant under Team Capability will be marked based on the relevant experience and relevant project experience of each team members.
2. The following table highlights the overall distribution of marks on the basis of Team Capabilities. All personals shall have qualification as mentioned in the table Personnel qualification/ proposal table.

No	Team Member	Total Marks
<b>1</b>	<b>Team Leader having experience in Water Supply</b>	<b>10</b>
	A post graduate degree in Civil Engineering with 15 years of experience	10
	A graduate in Civil Engineering with 20 years of experience.	5
<b>2</b>	<b>Water Supply Expert</b>	<b>5</b>
	A graduate in Civil Engineering with 10 years of experience.	
<b>3</b>	<b>Mechanical Expert</b>	<b>5</b>
	Graduation in Mechanical Engineering with 5 years of relevant experience.	
<b>4</b>	<b>Electrical Expert</b>	<b>5</b>
	Graduation in Electrical Engineering with 5 years of relevant experience.	

## C. Presentation – 10 Marks

The applicant will be marked out of 10 marks on the Presentation. An applicant must have a detailed presentation reflecting the Approach and Methodology indicating timelines for completion of the preparation of DPR.

### 3.3 Financial evaluation framework

- 3.3.1 The Applicants who are shortlisted as per Clause 3.3 will be informed about the opening date of the Financial Proposal in writing and on the website i.e., [www.tpmanipur.mn.gov.in](http://www.tpmanipur.mn.gov.in). The Financial Proposal shall be opened in the presence of the shortlisted Applicants who choose to attend. The financial proposal shall consist the schedule of Rates as per clause 3.
- 3.3.2 Quality and Cost Based Selection (QCBS) will apply and accordingly the lowest evaluated Financial Bid (L) will be given the maximum financial score (FS) of 100 points. The financial scores (FS) of the other Financial Proposals will be computed as per the formula:

$$FS = 100 \times L/F$$

*(Here FS is the Financial Score, L is the lowest Financial Quote and F is the weighted average financial bid of the bidder under evaluation as per financial bid submitted by the bidder.)*

Proposals will be ranked according to their combined technical (TS) and financial (FS) scores (TS = the score given to the Technical Proposal; FS = the weightage given to the Financial Proposal; S= Combined Technical and Financial Score) using the formula:

$$S = TS \times 70\% + FS \times 30\%.$$

**3.4 The firm achieving the highest combined technical and financial score will be invited for negotiations**

**3.5 Schedule of Rates**

3.5.1 The applicants will provide schedule of rates and the basis on which they have prices on the following

- The project cost will be based on Manipur Schedule of Rates 2022 and consultant's fee will be based on percentages quoted on the total cost of the project.
- The rate mentioned above will be exclusive of GST.

**3.6 Basis of Pricing**

- i. The prices shall remain firm and not be subjected to any escalation whatsoever throughout the execution of the Contract.
- ii. All taxes/ duties as applicable shall be indicated separately in the Bill of Quantities. Town Planning Department will not be liable to pay any amount towards the same except for reasons of statutory changes.
- iii. The consultant shall arrange for all drawings and Print outs related to the project as per authority's requirement.
- iv. Payment shall be made as per actual quantity.
- v. The agency is to quote the basic rates excluding GST and any other applicable taxes. GST shall be paid extra as per prevailing rates.

## **4 SCOPE OF WORK, DELIVERABLES & PAYMENT**

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The main objective of the consultancy is to prepare DPRs of Water supply, Rejuvenation of water bodies, Rain Water Harvesting Park of 27 Urban Local Bodies in Manipur under AMRUT.2.0. to enable the ULBs to deliver the desired level services.

The scope shall broadly cover the following phases:

- a) Reviewing the existing situation, and undertaking necessary assessments;*
- b) Feasibility Analysis and detailed planning;*
- c) Capacity Enhancement and Sustainability.*

The scope involves the following aspects:

- The work shall be done in a consultative manner by consulting various stakeholders at the ULB level, through the active participation of Public Health Engineering Department and municipal staff involved in water supply of the town.
- Undertake all necessary assessments, including technical, financial, economic and institutional that feed into the planning of interventions.
- The proposals shall conform to the guide lines issued by the Ministry of Housing & Urban Affairs, GOI including CPHEEO manual on water supply.
- Planning shall be done for the horizon of at least next 20 years (aiming at year 2041), unless justified otherwise. Rehabilitation measures on the existing system shall also be given due consideration based on feasibility before proposing any new investments.
- The designs shall be in compliance with the relevant Indian Standards (as amended up to date, with all correction slips) and CPHEEO manual. Wherever such standards are not available, appropriate standards shall be followed after discussions with the Public Health Engineering Dept.
- For any studies and assessments, the required equipment / tools / logistics shall be arranged by the consultants themselves.
- The consultant shall be wholly responsible for all the details of the proposal, the physical and site conditions, the execution methodology etc. All data utilized in preparation of the proposal shall be presented indicating the sources of the data and also the basis of assumptions, if any. The consultant shall be responsible for all the data or designs and drawings given by them.
- The Scope will include completion of planning exercise and preparation of Detailed Project report and getting it cleared by the Public Health Engineering Department, Manipur and the concerned Municipal Councils for necessary procurement and documentation.
- As part of the Report, the consultants shall develop the overall structure of outputs and inter linkages between them. As the work progresses, the consultants shall also prepare the Table of contents of the reports and get that vetted by PHED Manipur.

- All documentation for obtaining permissions from Manipur Pollution Control Board (PCB), CPHEEO etc. where ever required shall be prepared by the consultant, and necessary assistance will be provided by the client. The ULBs will obtain the permissions. The consultant shall assist the PHED Manipur/Municipal Councils in obtaining technical sanction from competent authorities.

#### **4.1 Reviewing the Existing Situation and undertaking assessments**

The consultants would review the present situation in the ULBs, and analyze the current strengths and weaknesses for providing efficient water service.

##### **4.1.1 Information to be collected**

Collect and present the Information on the Existing situation:

- a) ULBs service area, economic growth, urban growth, physical and hydrogeological parameters, population growth and factors influencing the above.
- b) Demands and availability of water, water resources, source sustainability, conditions on water consumptions, alternate vendors/sources used by the beneficiaries.
- c) Infrastructure to serve the demands, along with key system components to maintain it efficiently.
- d) Status of existing assets and their rehabilitation needs.
- e) Assess whether typical system management components such as bulk flow meters, pressure regulating valves, transmission mains without illegal connection of distribution lines, energy efficient usage tools/equipment, domestic meters etc., availability and functioning.

In order to properly inform the subsequent planning exercise, the following specific assessments shall be undertaken, in addition to other assessments that the consultant may plan to cover the above issues. The framework for these assessments is given in the next section.

- a) Field Surveys and preparation / updating of base maps
- b) Asset Status / Performance Review to determine the functional status and rehabilitation needs
- b) Assessment of water demands in the service area
- c) Affordability study to determine the level of affordability against the desired service levels.

**Main Output:** the Main output of this exercise is a report on Existing Situation, Identified Priority interventions (with their procurement and implementation plan), Planning Parameters and Design Basis to be considered for designs and drawings upon these assessments.

There are some specific assessments to be undertaken as indicated in Section 4.1.2 below, the required outputs of which are indicated there-in.

#### **4.1.2 Analytical Framework & Methodology for Collection of Data and Assessments**

The consultant shall develop the framework and methodology for completing the Tasks listed in 4.1.1. The methodology shall be agreed with the client before undertaking the assessments. Some of the specific assessments listed below shall follow the framework indicated:

a) *Field Surveys and Preparation / Updating of Base Maps:* Undertake Total Station Survey and prepare / update the base maps, indicating all the infrastructure elements along with their key features.

*Output: Base Maps with information on the Water Supply Infrastructure*

b) *Asset Status and Performance Review:* Determine the data requirements and procedure for collecting the data on system installation and collect data relating to source (quantity, quality, seasonal fluctuations), transmission mains, pumping system, treatment plant, reservoirs, distribution system, O&M practices, breakdown history, efficiency, system leakages and losses, quantity of water handled etc., electrical data like contract demand, hours of operation, peak loads, supply availability, tariff levels, annual consumption, power costs etc. Salient parameters to be reviewed are listed in Annexure-1.

Measure the flow and pressure at appropriate points of the system as required, in consultation with the ULBs, in all existing zones and make an assessment of weaknesses of the existing water supply system by comparing the actual with the output of the network analysis and make an assessment of the condition of existing pipes by consulting the Municipal Council Officials. Pressure measurement points may be put at appropriately selected locations – with more numbers in the defective water supply pockets. Based on this analysis, identify underlying causes for non-performance and not adhering to standards. Support the analysis with backup data.

*Output: Asset Status and Performance analysis.*

c) *Water Demands:* Water Demands for the city shall be estimated based on review of existing consumption patterns and likely realistic increments for future, based on a sample household survey of different categories of consumers. This exercise shall also inform the present service levels, the improvements that the consumers perceive as necessary.

*Output: Water Demands, Customer Service Perception (duration, quality, quantity, pressures; alternate sources, adaptations, costs etc)*

d) *Water Audit and Estimation of Non-Revenue water:*

The Water Audit exercise, shall inform the overall production of water (not to be based on just rated capacity of pumps), flows in different parts of water service area to determine areas of high/low consumption, losses – both physical and revenue. An analysis of this information along with the system status shall inform possible areas of high physical/revenue losses and priority areas of intervention and possible demand management options. This shall be done in two parallel steps:

Step-1 for quick estimates to be used in the designs;

Step-2: for refining the estimates for use as record by the ULBs for future use.

Step-1: Study the existing water supply network up to the service connection through the information obtained from Field Surveys and Performance reviews and in discussion with the O&M staff of the Municipal Councils, with a view to identify and prioritize rehabilitation needs of exiting system and major leak spots in the system. For locations identified as having the maximum potential to reduce the loss of water suggest the improvements to be effected. Based on this, prioritize measures for taking up urgent repairs with minimum cost and time to get maximum benefits: e.g., replacement of inefficient pumps, replacement of leaking mains, repairs to leaking tanks etc. Quantify the water that could be saved by implementing these measures. Indicate possible demand management options.

*Output of Step-1: Overall Water Balance, Demand Management options, Major leak Spots, Priority Areas of intervention, Possible Water Savings, Customer meter Status, Metered and Un-metered water use by Consumers.*

Step-2: While it is recognized that installation of domestic meters and regularization of unauthorized connections by the ULBs take time, for refining the Water Audit, follow the methodology suggested in Chapter 15 of O&M Manual of CPHEEO. For the distribution system particularly, select at least two representative District Metered Areas (DMAs), in discussion with the ULBs, representing at least 10% of the households in the ULBs, by selecting the areas that can be easily segregated, preferably under the command area of different reservoirs. Undertake one round of Consumer meter sampling (if they exist) as per the Manual to estimate the usage by customers (both metered and un-metered) and the possible losses in customer service lines and appurtenances.

If there are no consumer meters existing in the ULBs, provide for stop-cocks to the consumer connections and public taps, to be able to close them for testing to analyze the losses in the system (main lines, feeder lines, ferrules, consumer connections). Also, in such a situation of no consumer meters existing, in order to derive water usage by consumers, identify sample representative consumers of various categories (e.g. in selected roads), fix consumer meters on their connections and measure the usage patterns.

This step requires capital investments as well in terms of establishing meters, closing connections, metering a sample consumer connections and public taps, valves for segregation etc. The consultants would therefore include such investments as priority investments, to be implemented early by the Public Health Engineering Department, Manipur /ULBs.

The consultants scope for this exercise would be to plan the exercise, identify the DMAs, identify the investments, procure and get the work done on behalf of the Public Health Engineering Department, Manipur /ULBs, monitor the implementation and reassess the water audit and demands.

*Output of Step-2: Refined report of Step-1*

(Note: A separate exercise of detailed NRW assessment and Energy audits will be undertaken by the ULBs in parallel to implementation)

## 4.2 Feasibility Analysis and Detailed Planning

Based on the information collected in the preceding phase, Plan the capital improvements to meet the desired service levels. Ensure that there is adequate focus on rehabilitation and strengthening as feasible, while opting for new investments.

Before proceeding with detailed designs, analyse the feasibility of options/alternatives looking from various analyses: technical, environmental, social (including resettlement and rehabilitation), financial and economic. Prepare concept plans highlighting possible options, benefits and impacts, drawings and preliminary costs, with a recommendation on the preferred option. Identify Short Term/Immediate, medium and long term investment plans for improvement of water supply.

Once the option and phased improvement plan is agreed with the client, undertake preliminary and detailed designs and finalize the respective analyses for that option.

Prepare cost estimates, contract packages, bid documents, procurement, implementation and O&M plans. Prepare strategies/practical plans for monitoring of progress of procurement, implementation and O&M. Finalize the Detailed Project Reports with all this information.

### 4.2.1 Aspects to be covered

Cover the following aspects in the analysis:

- a) *Service Levels: Establish the present and Desired Service levels in a consultative manner, backed up by costs and impacts.*
- b) *Population:* Population projections based on appropriate projection technique based on the growth pattern of the municipal towns and other economic factors.
- c) *Development Factors:* Municipal development plans and developmental factors influencing water demands and their impact on the infrastructure planning;
- d) *Water Demands:* Demands based on sample analysis carried out in the Information collection exercise, and based on population growth and municipal development;
- e) *Water Resources:* Water Resource availability, quality and sustainability to serve the demands for the horizon year. For Source improvement,
  - Study the properties of the existing sources with regard to catchment's, hydrological details etc.
  - Identify new potential sources (if required) for water in co-ordination with various departments to cater for ultimate demand.
  - Evaluate the method of treatment required.
- f) Infrastructure planning that is technically feasible, meets the growth needs of the municipal development, integrates into city development plan, economically effective and has least environmental and social impacts.

While planning, factor-in the following issues:

- reorganize the existing network to suit efficient O&M practices,

- promote optimal/effective utilization of the existing infrastructure (e.g., reservoir capacities, trunk mains, water sources etc).
- Provide for adequate flow and pressure control/regulation utilities, flow measurement devices.
- Replace / Upgrade the consumer connections with appropriate material (e.g., MDPE) (as these are the most vulnerable portions of the system where the physical losses are more); and provide for consumer meters – replacing the non-functional meters (since there should be provision for measuring the supplies and raising revenues). The cost will be borne by the ULB initially as part of the project and will be recovered from the consumers later.
- consider technological advancements, including new pipe / construction materials, variable speed drive pumps for energy efficiency, improved methods of water treatment with better clarifiers, plate and tube settlers, dual media and declining rate and high rate filters, new chemicals and poly –electrolytes, alternative methods of disinfection etc.
- Integrate the services to the poor with the trunk infrastructure; review free supplies through stand-posts and plan for managing them;
- Ensure a minimum residual pressure of 7m
- Consider feasibility of 24/7 supplies into two DMAs of Imphal Municipal Corporation, if not, plan for maximum possible supply hours with necessary peak factor.

k) . *Economic Analysis*: Undertake Quantitative cost-benefit analysis for sub projects estimated to cost over Rs 15 crore, and it should demonstrate an economic rate of return above the opportunity cost of capital, currently estimated at 12%, or cost-effectiveness.

At the Feasibility stage, organize a workshop in the ULBs to present the findings of different feasible options and the preferred one. Justify this with respect to the impacts, costs and municipal capacities. Document the consultations.

#### **4.2.2 Surveys, investigations and tests required:**

The list of Surveys, investigations and tests required and their scope is in Annexure-2.

#### **4.2.3 Detailed Designing, Procurement and Implementation Planning**

For the final option, prepare detailed engineering designs, drawings, Bill of Quantities (BoQs) and tender documents.

a) *Designs*: The residual head at tail end shall be 7 m of water pressure. Undertake network analysis using standard software. Design the civil structures based on computerized structural analysis. Designs shall follow the latest Indian Standards with amendments. The consultants have freedom to choose the type of sub structure and superstructure provided code specification/CPHEEO stipulations agreement. The drawings and designs shall include a general arrangement drawing and detailed drawings of all components in appropriate size A0-A3. The level of detailing shall be such as to enable check of conformance with provisions of Indian Standard / Other Codes, including detailed construction drawings and bar bending schedules. Define the specifications followed for each of the components.



b) *Cost Estimates:* For the final project, prepare detailed items and quantity schedules and cost estimates based on the market rates. Prepare detailed cost estimates item wise (Manipur Schedule of Rates of PWD), with necessary road restoration charges wherever needed. For items not covered under schedule of rates, market rates are to be assessed. There should not be any lump sum items in the bill of quantities. Provide unit costs of various infrastructure components based on the estimated costs.

Assist the Municipal Councils in getting administrative/technical sanction for the estimates from the competent authorities.

c) *Network Maps and Asset Drawings:* Prepare Network maps with proper zoning using the updated information available from the tasks above and the proposed strengthening measures. Prepare Asset Drawings with relevant information to serve as an information archive.

d) *Contract Packaging, Procurement Planning and Bid Documents:* For the identified works, define feasible contract packages, prepare procurement plans as per the Project Standard requirements, and prepare draft bid documents in the World Bank prescribed format.

e) *Implementation Plan:* Prioritize the actions into Short, Medium and Long term actions. Prepare an implementation schedule for these. Draw up project budget with monthly targets, furnish network analysis such as CPM/PERT by using MS Project/Prima Vera software package for purposes of effective project monitoring and regular reports. Give due considerations to the permissions / clearances required from various authorities, time required for supply of material (considering material availability constraints, manufacturing and supply periods etc).

Plan to ensure that R&R actions are implemented before commencement of works.

Propose strategies for monitoring of implementation and contract management. Highlight focus areas for close monitoring in terms of quality control / implementation progress.

While proposing the specifications for construction / implementation, consider new construction technologies, Trench less technology / Micro-tunnelling, better pipe laying and plumbing techniques, etc.

f) *Service Improvement Plan:* For the proposed option, develop a Service Improvement plan covering the following:

- Progressive achievement of service levels defined and strategies to achieve this over time. Define the service levels based on the framework suggested by the Ministry of Urban Development, Government of India. The physical investments under the subproject and other initiatives are expected to progressively enhance the service performance of the ULB.
- Bulk system operation based on assessed strengths of the system, source capacities, optimal use of available water resources (seasonal, long-term), demands on the system in different parts of the service area and their seasonal variation, demand management, consistency with the phased strengthening measures, equitable supplies and management of pressures and flows;

- Distribution system operation to manage each zone together at once with minimal valve operations (without any block regulation as has been the current practice); along with pressure and flow management strategies;
- Treatment Plant and Pumping system operations;
- Possible automation in O&M;
- review of free supplies through stand posts and their effective management / control, control of illegal connections, handling water contamination risks;
- possible strategies for NRW management based on assessments undertaken, including possible incentives for NRW management; preventive maintenance and progressive asset rehabilitation based on expected life of the assets,
- Water Audit plan based on experiences of DMAs, Energy audit plan, progressive domestic metering plan;
- spares, tools and equipment – procurement plan, annual budgeting for them, maintenance of tools and equipment;
- institutional roles and responsibility, structure of O&M unit, outsourcing possibilities, citizen involvement, training to O&M staff, O&M monitoring, supervision of O&M responsibilities, job description for operators and staff;
- Costs, Funding and budgeting; revenue management including tariff improvements to meet the costs of operations. Consider identification of revenue losses, revenue improvements, suggestion for pricing, rationalization of connection charges, water tariff and pricing for bulk supplies, possibilities for commercialization like bottling etc. Tariff shall consider life-line supplies to the poor, including transparent cross-subsidies as required.
- complaint monitoring and redressal, billing and collection, service monitoring and dissemination of performance.
- Tips and guidelines on reduction of costs through preventive maintenance, better pipe laying and plumbing techniques,
- Propose strategies for continuous service monitoring, linking to the state framework with relevant indicators Provide the necessary linkage of output of this exercise with the Capacity Enhancement and Sustainability assessment done in the Phase-C.

#### Output:

The outputs of this exercise are:

- Feasibility and Concept Plans;
- Detailed Project Report with all the information above, supplemented with drawings, other supplementary reports and IEC material as required.

### 4.3 Deliverables Schedule

The following timeline will be adopted for deliverables as mentioned in the Scope of Work for TPS. The Timeline for the deliverables will be based on the project inception date determined by the authority – “T”

No.	Deliverables	Timeline
1	Existing Situation and Design Basis Report	T + 15 days
2	Feasibility analysis and concept plan	T + 15 days
3	Detailed designs and estimates	T + 45 days

#### **4.4 Data, services and facilities to be provided by the client**

- a) The maps and other data related to this work, to the extent available in the Municipal office will be provided.
- b) Assistance for obtaining cadastral maps and revenue record for preparing land plans from the land survey department will be given by the client.
- c) A copy of all the available DPRs as in where in condition would be Provided.

#### **4.5 Final Outputs (drawings, reports etc.) to be furnished by the Consultant**

##### **a. Existing Situation and Design Basis Report, Priority Interventions, Procurement Documents for Priority Interventions**

Based on the understanding developed on the existing system through studies and assessments, present the existing situation; and develop the Basis of Designs and Planning parameters.

##### **b. Feasibility and Concept Plan**

Results of Feasibility analysis for various options, along with Environmental and Social Screening, documentation of stakeholder consultation, preliminary costs; Concept Plan of preferred option supported by justification, drawings and costs.

##### **c. Detailed Designs and Estimates**

Detailed designs for the finalized plan, detailed cost estimates, with supplementary reports, drawings, IEC material, procurement and implementation plans including timeline of R&R actions to be taken before commencement of works.

Identify the priority interventions with their costs for the immediate term, that will give maximum benefits to the ULB with reasonable cost and time. Provide a procurement and implementation plan for these along with bid documents.

#### **4.6 The Consultant should get the DPR approved by CPHEEO /any other funding agency.**

Schedule as given hereinafter and TPD shall affect payment to the Consultant in accordance with the schedule of payment as mentioned above.

#### 4.7 Payment Schedule

No.	Deliverables	% on Contract value
<b>Part-1 Comprehensive Water Supply Improvement Plan, Rejuvenation of Water Bodies and Rain Water Harvesting Park</b>		
1	Inception Report	15%
2	Interim Report	25%
3	Draft Final Report	40%
4	Final Report	15%
5	On completion of 1 year from the award of the work	5%
<b>Part-2 Preparation of DPR for identified projects for implementation of 24x7 Water Supply</b>		
1	Complete Field Survey/ Mapping of HSEs	30%
2	DMA Formation/Ground validation	20%
3	Proposal for 24 X 7 (Draft)	25%
4	Final Report	20%
5	On completion of 1 year from the award of the work	5%

## **5 FRAUD AND CORRUPT PRACTICES**

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- a. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Bid without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Bid.
- b. Without prejudice to the rights of the Authority under Clause 5.a hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant,
- c. as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- d. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
  - a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

- (i) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (ii) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (iii) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (iv) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **6 PRE-BID MEETING**

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- 6.1.1 Pre-Bid Meeting of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have purchased the RFP document or downloaded the same from the Official Website of the Authority, shall be allowed to participate in the Pre-Bid Meeting. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 6.1.2 During Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.
- 6.1.3 Minutes of Pre-Bid meeting and common set of deviations will be part of bid document. Applicant must submit it along with technical proposal otherwise his financial bid will not be opened.

## **7 MISCELLANEOUS**

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- 7.1.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Imphal shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 7.1.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (i) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - (ii) Consult with any Applicant in order to receive clarification or further information;
  - (iii) Retain any and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 7.1.3 It shall be deemed that by submitting the Bid, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 7.1.4 All documents and other information supplied by the Authority or submitted by a Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 7.1.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.



## **8 DISPUTE RESOLUTION**

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### **8.1 Amicable Resolution**

- 8.1.1 Save where expressly stated to the contrary in this RFP, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this RFP (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in Clause 8.2.1 below;
- 8.1.2 Either Party may require such Dispute to be referred to the TPO of TPD and Chairman of Board of Directors of the Agency, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any case within 30 (Thirty) days of such reference to discuss and attempt to amicably resolve the Dispute, as evidenced by the signing of written terms of settlement within 30 (Thirty) days of such meeting or such longer period as may be mutually agreed by the Parties. If the Dispute is not amicably settled within 30 (Thirty) days (or such longer mutually agreed period) of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 8.2 below.

### **8.2 Arbitration**

#### **8.2.1 Procedure**

Subject to the provisions of Clause 8.1, any dispute, which is not resolved amicably, the same shall be referred to the Commissioner (MAHUD), Government of Manipur, who shall act as sole arbitrator. The decision of the sole arbitrator shall be final & binding on the parties. The Arbitration shall be governed by the provisions of the (Indian) Arbitration and Conciliation Act, 1996.

#### **8.2.2 Place of Arbitration**

The place of arbitration shall be Imphal only and the jurisdiction of the Courts of Imphal shall prevail.

#### **8.2.3 Language of Arbitration**

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.

#### **8.2.4 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 provisions of the Arbitration and Conciliation Act 1956 subject to the rights of the aggrieved parties to secure relief from any higher forum.

#### **8.2.5 Performance during Arbitration**

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.

#### **8.2.6 Fees and Expense**

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and aid by respective Parties subject to determination by the arbitrators.

### **8.3 Jurisdiction and Governing Law**

The Parties further agree that the terms and provisions of this Agreement will be governed by and construed in accordance with the laws of the Republic of India and in case of dispute the courts of Imphal shall have exclusive jurisdiction.

## 9 APPENDIX I – TECHNICAL PROPOSAL SUBMISSION FORMS

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The applicant shall submit their proposal in the formats provided herein only. A proposal which does not adhere to the formats provided herein shall be summarily rejected.

The technical proposal is to be submitted in a sealed Envelope

### Checklist of Submissions

TECH-1	Proposal Submission Form
TECH-2	Particulars of the Applicant
TECH-3	Statement of Legal Capacity
TECH-4	Power of Attorney
TECH-5	Format for Anti-Collusion Certificate
TECH-6	Format for project undertaking
TECH-7	Format for affidavit
TECH-8	Financial Capacity of the Applicant
TECH-9	Particulars of Proposed Key Personnel
TECH-10	Relevant project experience (with summary)
TECH-11	Relevant project experience of Key Personnel
TECH-12	Curriculum Vitae (CV) of Key Personnel
TECH-13	Financial Proposal

**TECH-I – Proposal Submission Form**

*[On the Letter Head of the Applicant]*

(Date and Ref)

To,  
The Chief Town Planner,  
Town Planning Department,  
Government of Manipur.

**Sub:** Selection of a Consultant for preparation of DPRs for Water supply, Rejuvenation of water bodies, Rain Water Harvesting Park under AMRUT.2.0.

Dear Madam,

With reference to your RFP Document dated ....., I/we, having examined RFP documents and all other relevant documents and understood their contents, hereby submit our Proposal/ Bid for " Request for Proposal (RFP) for Selection of a Consultant for preparation of DPRs for Water supply, Rejuvenation of water bodies, Rain Water Harvesting Park under AMRUT.2.0. This proposal is unconditional and unqualified.

1. I/We acknowledge that TPD will be relying on the information provided in the Proposal/ Bid and the documents accompanying the Bid for the aforesaid purpose and I/we certify that all information provided in the Proposal/ Bid and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. I/We shall make available to TPD any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We acknowledge the right of TPD to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project/assignment or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
5. I/We declare that:
  - a) I/We have examined and have no reservations to the RFP Documents, including any Addendum which may be issued by TPD;
  - b) I/We do not have any conflict of interest in accordance with the terms set forth in this 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 this RFP document, in respect of any tender or request for proposal issued by or

- any agreement entered into with TPD 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 this RFP document, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
6. I/We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the consultant, without incurring any liability to the Applicants in accordance with the RFP document.
7. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.
8. 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 Department of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
9. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
10. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by TPD [and/ or the Government of India/Manipur] in connection with the selection of consultant or in connection with the selection process itself in respect of the above mentioned Assignment.
11. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, I/we shall have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our proposal is not opened or rejected.
12. I/We agree to keep this offer valid for six months from the Bid Due Date specified in the RFP.
13. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in format provided at TECH-4.
14. In the event of my/our firm being selected as Empaneled Consultant, I/we agree to enter into the Consultancy Agreement with TPD for the said Assignment in such manner as set out in the RFP Document.
15. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Consultancy Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by TPD or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Assignment.
16. The Technical Proposal shall constitute the Application made in response to the RFP and shall be binding on us.

17. 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.
18. I/We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it would lead to our disqualification.
19. I/We agree and understand that this Proposal is subject to the provisions of the RFP documents. In no case, I/We shall have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our Bid is not opened.
20. I/We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, I/we submit this Bid/ Proposal under and in accordance with the terms of the RFP document

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant)

**TECH-2 – PARTICULARS OF THE APPLICANT**

1	Title of Assignment: <b>Selection of a Consultant for preparation of DPRs for Water supply, Rejuvenation of water bodies, Rain Water Harvesting Park under AMRUT.2.0.</b>
2	<p><b>Details of Applicant:</b></p> <p>Name of Applicant:</p> <p>Brief description of the Applicant:</p> <p>Country of Incorporation/Registration:</p> <p>Date of incorporation and / or commencement of business:</p> <p><b>Contact and Communication Details:</b></p> <p>Name, Designation, Address and Phone Nos. etc. of Authorized Signatory of the Applicant:</p> <p>a) Name &amp; Designation:</p> <p>b) Company:</p> <p>c) Address:</p> <p>d) Telephone No. &amp; E-mail Address:</p>
3	<p>Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last five years? <i>Yes/No</i></p> <p>Has the Applicant suffered bankruptcy/insolvency in the last five years? <i>Yes/No</i></p> <p>Note: If the answer for the above two questions is “yes”, the Applicant is not eligible for this consultancy Assignment.</p> <p>Provide specific information on termination for default, litigation settled, or judgments entered within the last five (5) years, and civil judgments or criminal convictions for false claims within the last five (5) years.</p>
	<p>(Signature, name and designation of the authorized signatory)</p> <p>For and on behalf of .....</p>

**TECH-3 – STATEMENT OF LEGAL CAPACITY**

*(To be forwarded on the letter head of the Applicant)*

Ref.

Date:

To,  
The Chief Town Planner,  
Town Planning Department,  
Government of Manipur.

Dear Madam,

**Sub:** Selection of a Consultant for preparation of DPRs for Water supply, Rejuvenation of water bodies, Rain Water Harvesting Park under AMRUT.2.0.

I the undersigned, hereby confirm and satisfy the terms and conditions laid down in the RFP document.

I agree that ..... (Insert individual's name) will act as our Authorized Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....



#### TECH-4 – POWER OF ATTORNEY

*(On a Stamp Paper of relevant value)*

Know all men by these presents, we, ..... (name of Applicant and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... 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 “Authorized Representative”) 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 a Consultant for preparation of DPRs for Water supply, Rejuvenation of water bodies, Rain Water Harvesting Park under AMRUT.2.0., including but not limited to signing and submission of all applications, proposals/bids and other documents and writings, participating in pre-bid and other conferences and providing information/responses to TPD, representing us in all matters before TPD, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with TPD in all matters in connection with or relating to or arising out of our Proposal for the said Assignment and/or upon award thereof to us till the entering into of the Agreement with TPD.

AND GENERALLY to act as our Attorney or agent in relation to the Proposal for Selection of a Consultant for preparation of DPRs for Water supply, Rejuvenation of water bodies, Rain Water Harvesting Park under AMRUT.2.0 in Imphal, Manipur and on our behalf to execute and do all instruments, acts, deeds, matters and things in relation to the said Proposal or any incidental or ancillary activity, as fully and effectually in all respects as we could do if personally present.

AND We hereby for ourselves, our heirs, executors and administrators, ratify and confirm and agree to ratify and confirm all acts, deeds and things whatsoever lawfully done or caused to be done by our said 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 ....., 2021

For .....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised          Accepted

.....

(Signature, name, designation and address of the Attorney)

**Notes:**

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (one hundred) and duly notarized by a notary public.*

*Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

*For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention, 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

***(You can print the Power of Attorney on a stamp paper of the same value of your country and then get legalised by the Indian Embassy.)***

**TECH-5 – FORMAT FOR ANTI-COLLUSION CERTIFICATE**

**Selection of a Consultant for preparation of DPRs for Water supply, Rejuvenation of water bodies,  
Rain Water Harvesting Park under AMRUT.2.0.**

**Anti-Collusion Certificate**

I/We hereby certify and confirm that in the preparation and submission of this RFP, we have not acted in concert or in collusion with any other Applicant or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

I/We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this RFP.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2021

Name of the Applicant

\_\_\_\_\_

Signature of the Authorised Person

\_\_\_\_\_

Name of the Authorised Person

**TECH-6 – FORMAT FOR PROJECT UNDERTAKING**

**Selection of a Consultant for preparation of DPRs for Water supply, Rejuvenation of water bodies, Rain Water Harvesting Park under AMRUT.2.0.**

Ref.

Date:

To,  
The Chief Town Planner  
Town Planning Department (TPD),  
Government of Manipur.

**Sub:** Selection of a Consultant for preparation of DPRs for Water supply, Rejuvenation of water bodies, Rain Water Harvesting Park under AMRUT.2.0. (RFP) ('Assignment')

I/We have read and understood the RFP Document in respect of the captioned Assignment provided to us by Town Planning Department, Government of Manipur (TPD).

I/We hereby agree and undertake as under:

- a) Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our bid/ proposal, we hereby represent and confirm that our bid/ proposal is unconditional in all respects.
- b) I/We are not barred by Government of India, Government of Manipur, or any state government or any of their agencies from participating in similar projects.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2021.

Name of the Applicant

\_\_\_\_\_

Signature of the Authorised Person

\_\_\_\_\_

Name of the Authorised Person

**TECH- 7 – Format for Affidavit**

**Selection of a Consultant for preparation of DPRs for Water supply, Rejuvenation of water bodies, Rain Water Harvesting Park under AMRUT.2.0.**

*(Affidavit should be executed on a Non-Judicial stamp paper of Rs 100/- or such equivalent document duly attested by Notary Public)*

1. I, the undersigned, do hereby certify that all the statements made in the RFP and other documents incidental and in relation thereto are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s..... nor any of its directors / constituent partners have abandoned any work in India and / abroad nor any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this application nor have been barred by any agency of Government of India (GOI) or Government of Manipur (GOS) from participating in any projects.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary as requested by Town Planning Department, Government of Manipur (TPD) to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the TPD.

Signed by an authorized officer of the firm

Designation of officer

Name of Firm

Date:

*(You can print the affidavit on a stamp paper of the same value of your country and then get legalised by the Indian Embassy)*

**TECH-8 – FINANCIAL CAPACITY OF THE APPLICANT**

S. No.	Financial Year	Annual Turnover (In Rs. lakh)
1.	2020-21	
2.	2019-20	
3.	2018-19	

**Certificate from the Statutory Auditor<sup>§</sup>**

This is to certify that ..... (name of the Applicant) has received the payments shown above against the respective years on account of professional fees for projects as presented in Appendix attached hereto.

**Name of the audit firm:**

**Seal of the audit firm**

**Date:**

**(Signature, name and designation of the authorized signatory)**

<sup>§</sup> - In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

This certificate shall be accompanied by Appendix attached hereto.

## TECH-9 – PARTICULARS OF PROPOSED KEY PERSONNEL

#	Key Personnel – Current Position and Proposed Position	Name	Education Qualification	Professional Experience (Years)	Employment Profile			Experience in Similar Projects
					Name of Firm	Employed (From – To)	Period	
1	Team Leader having experience in water supply							
2	Water Supply Expert							
3	Electrical Expert							
4	Mechanical Expert							

**Note: Provide CV of each key personnel as proposed above in TECH-12. In case, the CV as per TECH-12 is not provided, the respective Key Personnel shall not be considered for evaluation.**

Date:..... (Signature and name of the authorized signatory of the Applicant) .....

### TECH-10 – RELEVANT PROJECT (WITH SUMMARY) OF THE APPLICANT

Using the format below, provide information on relevant project(s) experience for which your consultancy was legally contracted for carrying out services similar to the ones requested under this Assignment during last 5 years ending March, 2021.

Sl. No	Relevant Projects	Start Date of Services	End Date of Services	Scope of Work Performed by the Firm	Client Details	Project Completion Certificate (Yes/No)
1						
2						
3						
4						
5						
6						
<b>Note: The Applicant need to submit the notarized copy of the work order and completion certificate from respective client for each project in support their claim</b>						

**Notes:**

- Use separate sheet in the prescribed format given below for each relevant experience.
- The certification of project experience shall be issued by concerned agency or client. The Applicant should furnish adequate evidence to support its claim of Relevant Experience detailed in Bid Response Sheets. The experience of projects under proposal stage or designing stage shall not be considered for technical qualification. Projects with valid project experience certificate shall only be considered during evaluation.
- The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.
- Only completed projects shall be considered for evaluation.**



**PRESCRIBED FORMAT FOR EACH RELEVANT PROJECT(S) EXPERIENCE.**

Name of Applicant:	
Name of the Project:	
Project Type :	
Description of services performed by the Applicant firm:	
Name of Client and Address: (Indicate whether public or private entity)	
Name, telephone no. and fax no. of client's representative:	
Estimated Capital Cost of Project (in Rs. lakhs):	
Start date and finish date of the services (month/year):	
Proof / Certificate from client	
Salient Features of the Project including the list of project components:	
Salient Features of the services Provided:	

Signed by an authorized officer of the firm

Designation of officer

Name of Firm

Date:

### TECH-11 – Relevant Project Experience of Key Personnel

Name of Key Personnel:	
Designation of Key Personnel:	
Name of the Project:	
Project Features	
Name of Consulting Firm where employed:	
Name of Client and Address: (indicate whether public or private)	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of the Project (in INR Rs. crore):	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	
Description of the role and services provided by the key personnel:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief. (Signature and name of Key Personnel)	

#### Notes:

1. Use separate sheet for each eligible project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.
3. The Applicants must provide the necessary information as per the provided sheet above.
4. The Applicants shall self-attach their CV's and experience letters.

## TECH-12 – CURRICULUM VITAE (CV) OF KEY PERSONNEL PROPOSED FOR ASSIGNMENT

1. **Proposed Position** *[only one candidate shall be nominated for each position]:*
2. **Name of Firm** *[Insert name of firm proposing the staff]:*
3. **Name of Staff** *[Insert full name]:*
4. **Date of Birth:** **Nationality:**
5. **Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:*
6. **Membership of Professional Associations:**
7. **Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]:*
8. **Countries of Work Experience:** *[List countries where staff has worked in the last ten years]:*
9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:*
10. **Employment Record and Work Experience** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, position held, projects worked upon and respective, roles and services.]:*

From [Year]: To [Year]:	Project 1.....	role and services
Employer:	Project 2.....	role and services
Positions held:	Project 3.....	role and services
	Project .....	role and services

### 11. Detailed Tasks Assigned

*[List all tasks to be performed under this Assignment]*

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

*[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]*

Name of assignment or project:

Year:

Location:

Client:

Main project features:

Positions held:

Activities performed:

**13. Whether a Permanent Employee of the Applicant for more than one year: Yes / No**

**14. Certification:**

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

---

[Signature of staff member or authorized representative of the staff]

Date: Day/Month/Year

Place.....

(Signature and name of the Key Personnel)

(Signature and name of the authorized signatory of the Applicant)

**Notes:**

1. Use separate form for each Key Personnel.
2. The names and chronology of assignments included here should conform to the assignment-wise details as mentioned in earlier format.
3. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

***It is allowed to use Scanned Signatures of Personnel and countersigned by the authorised Signatory in original. The originally signed CV shall be produced during negotiations, if successful.***

### TECH-13 – FINANCIAL PROPOSAL

(Refer to Clauses 2.2.2, 3.4 and 3.5 of the Request for Proposal)

No.	Item	Percentage on cost of DPR on ECV value in figures
1	Preparation of DPRs for Water supply, Rejuvenation of water bodies, Rain Water Harvesting Park under AMRUT.2.0.	
2	Preparation of DPR for identified projects for implementation of 24x7 Water Supply	

(Signature and name of the authorized signatory)

**Note:**

*There are 27 Urban Local Bodies in Manipur. Hence, the number of DPRs expected is 27 numbers including water supply, rejuvenation of water bodies and rain water harvesting parks etc.*

*Establishment of intake and water treatment plant, transmission and distribution system (Pipelines) including all associated structures, construction of service reservoirs are some of the works to be taken up according to the need of the town. Hence, the DPRs on water supply may be either any one of the above or all integrated.*

***The maximum charges admissible will be less than 1%. The Mission Directorate will not encourage any proposal exceeding 1% of the estimated ECV value.***

***The amount earmarked for taking up projects under AMRUT is approximately Rs. 170 crore.***

**Financial Proposal (Tech-13 of Appendix-I) has to be online submission only.**

## **Annexure-1**

### **Data Analysis**

- Dry and wet season source yields; quantity, quality, sources of pollution
- updated plan of the system; system condition - age, condition and capacity of pipes; type of treatment and condition of plant; operation and maintenance regimes and processes and their efficiency (eg., existing coagulation process and disinfection process); existing supply and constraints; sources of pollution in the system (transmission, distribution).
- pumping units age, O&M condition, piping, suction and delivery heads, panel board, cabling, voltage, current, and power consumed, impellor condition, log books maintained;
- valve locations, schedule of operations and O&M condition,
- network details like details of pipes, type, dia, material, age & condition, pit taps and improving pressures, reducing losses, rehabilitation opportunities for feeders/distribution mains, feeder mains also acting as distribution mains, remodeling of distribution system, ELSR/GLSR regime and their operation, sub zoning, assessment of unauthorized connections, action for regularization, pump sets fixed to HSCs,
- number of connections – domestic, industrial, commercial, institutional, etc,
- revenue, non-revenue, illegal, percentage not served by the municipal system, other water sources;
- physical conditions of the intakes, treatment plants, and other accessible parts of the system, to assess operations and conditions and discussions with staff regarding key issues;
- supply regime, ie number and times per day, flows from each source and at critical points of the system;
- Laboratory facilities, maintenance equipment, tools and plants, their status and their sufficiency

## **Annexure-2**

### **Surveys, investigations and tests required and their scope**

#### **a. Data**

The details given in the technical conditions and specifications taken in conjunction with the study, is only a reasonable preliminary basis. The nature of the overall contract is such that after the proposal, the consultant shall be wholly responsible for all the details of the proposal, the physical and site conditions, the execution methodology etc. All data utilized in preparation of the proposal shall be presented indicating the sources of the data and also the basis of assumptions, if any. The consultant shall be responsible for all the data designs, and drawings given by them.

#### **b. Survey and Analysis**

The consultant shall conduct his own studies and prepare estimates based on schedule of rates specified by Government but updated to reflect actual market conditions wherever necessary. The PHE Department as well as the local body concerned shall not be responsible (except as to risks specifically accepted under the conditions of contract) for the validity of the project details and designs and estimates.

#### **c. Project site survey and Stakeholder Consultations**

The local body shall indicate the Project sites and their measurements. The consultant shall be responsible for its verification. The consultants shall be responsible for carrying out the survey to determine the losses of water in the system and the condition of the pipes. The consultant shall be responsible for carrying out consultations with stakeholders who are likely to be affected by the potential sub-projects and documenting these consultations, including positive and negative responses to the proposed works.

## **AGREEMENT**

This agreement made on this ... day of ....., 2022 at Imphal, Manipur.

## **BETWEEN**

The Chief Town Planner/ State Mission Director AMRUT, Town Planning Department, Government of Manipur, having its office at Directorate Complex, North AOC, Imphal (Hereinafter referred to as the "FIRST PARTY") which term shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns, of one part,

## **AND**

[*name of the consultancy firm*], a [*private/partnership/others*] Company having its Registered Office at [*address*] having CIN No..... represented through its [*Director/Chairman/CEO*] (hereinafter referred to as the "CONSULTANT" or the "SECOND PARTY") which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assignees of the Other Part,

## **WHEREAS**

- (a) the Client has requested the Consultant to prepare DPRs for Water supply, Rejuvenation of water bodies, Rain Water Harvesting Park under AMRUT.2.0. as defined in this Agreement;
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Agreement;



NOW THEREFORE, the parties hereto hereby agree as follows:

1. The Town planning Department hereby appoints the Second Party as the Consultant on the conditions laid down in the Agreement and each and every condition of the following documents forms an integral part of the Agreement.

1. Appendix-I : General Conditions of Contract (GC).
2. Appendix-II : Special Conditions of Contract (SC).
3. Appendix-III : Payment Schedule.

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

(a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) The Client shall make payments to the Consultants in accordance with the provisions of the Contract.

3. The Consultant after going through the aforesaid conditions and understanding the consequences thereof and being agreed to all details of the conditions in this Agreement and the documents/appendix attached hereto accepts the appointment.

IN WITNESS WHEREOF, the PARTIES hereto have duly executed this Agreement in two originals as of the day and year first above written.

**For and on behalf of Consultant**

**For and on behalf of Town Planning  
Department**

.....

**(N. Benju Singh)**  
Chief Town Planner /  
State Mission Director (i/c), AMRUT  
Town Planning Department  
Government of Manipur

**Witness**

**Witness**

.....

**(M. Manas Singh)**  
Associate Town Planner,  
Town Planning Department,  
Government of Manipur

**GENERAL CONDITIONS OF CONTRACT**

**1. GENERAL PROVISIONS**

**1.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India.
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with the Payment Schedule (Appendix III);
- (d) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
- (e) "Personnel" means persons hired by the Consultants or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- (f) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (g) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix II; and
- (h) "Sub-Consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4

**1.2 Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Law of contract, supplemented by general conditions and special conditions and Annexures annexed to this contract.

**1.3 Language**

This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## **1.4 Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail or facsimile to such Party at the address specified in the SC.

## **1.5 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

## **1.6 Taxes and Duties**

Unless otherwise specified in the SC, the Consultants, Sub-Consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

# **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

## **2.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties.

## **2.2 Commencement of Services**

The Consultants shall begin carrying out the Services after the date the Contract becomes effective.

## **2.3 Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate with completion of the consultancy in terms of conditions of this agreement to the full satisfaction of the Client.

## **2.4 Modification**

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

## **2.5 Force Majeure**

### **2.5.1 Definition**

For the purpose of this contract "Force Majeure" means any event or circumstance or combination of events or circumstances beyond the reasonable control of either Party including:

- i) Acts of God and nature including

- typhoon, flood, earthquake, fire, drought, landslide, unusually severe weather condition or other natural disaster; and
  - plague or epidemic or quarantine conditions arising there from;
- ii) Air crash, shipwreck, train wrecks or failures or delays of transportation;
- iii) Strikes, lock-outs, work-to-rule actions, go-slows or similar labour difficulties other than Governmental Force Majeure that in any way have an effect on the project;

### **2.5.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### **2.5.3 Extension of Time**

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

### **2.5.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, no additional payment will be given however a time extension in the project may be given.

### **2.5.5 Failure and Penalty**

If the consultant fails to deliver the deliverables in Appendix-II within the period fixed for delivery for each work or part thereof, without assigning any valid reason, a sum equivalent to 0.5 % of the contractual agreement, which the consultant has failed to deliver, will be recovered from the consultant.

## **2.6 Termination**

### **2.6.1 By the Client**

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.6.1 and sixty (60) days in the case of the event referred to in (e):

- (a) if the Consultants do not perform their obligations under this Contract, within thirty (30) days of receipt after being notified;
- (b) if the Consultants become insolvent or bankrupt;

- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract.

- (e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

#### **2.6.2 By the Consultants**

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2:

- (a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 6 of GC hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

#### **2.6.3 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultants:

- (a) remuneration pursuant to Clause 1 of Payment Schedule (Appendix-III) for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

### **3. OBLIGATIONS OF THE CONSULTANTS**

#### **3.1 General**

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional

techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third parties.

### **3.2 Prohibition of Conflicting Activities**

Neither the Consultants nor their Sub-Consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

### **3.3 Confidentiality**

The Consultants, their Sub-Consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

### **3.4 Insurance to be taken out by the Consultants**

The Consultants (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### **3.5 Consultants' Actions Requiring Client's Prior Approval**

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

- a) entering into a subcontract for the performance of any part of the Services,
- b) any other action that may be specified in the SC.

### **3.6 Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix II and III in the form, in the numbers, and within the periods set forth in the said Appendix.

### **3.7 Documents Prepared by the Consultants to be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory

thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

#### **4. CONSULTANTS' PERSONNEL**

##### **4.1 Description of Personnel**

Job descriptions, the minimum qualifications and experiences in carrying out of the Services of the Consultants' Key Personnel are described in RFP.

##### **4.2 Removal and/or Replacement of Personnel**

- (a) No changes shall be made in the Key Personnel. In case it becomes incumbent to change any one of key personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications with approval of the Client.
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds thereof, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

#### **5. OBLIGATIONS OF THE CLIENT**

**Change in the Applicable Law:** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of services rendered by the Consultants, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly and corresponding adjustments shall be made to the ceiling amounts referred to in Clause 1 of Payment Schedule (Appendix-III).

#### **6. DISPUTE RESOLUTION**

##### **6.1 Amicable Resolution**

Save where expressly stated to the contrary in this RFP, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this RFP (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in Clause 6.2.1 below;

##### **6.2 Arbitration**

### **6.2.1 Procedure**

Subject to the provisions of Clause 6.1, any dispute, which is not resolved amicably, the same shall be referred to the Commissioner to the Govt. of Manipur (MAHUD), who shall as sole arbitrator. The decision of the sole arbitrator shall be final & binding on the parties. The Arbitration shall be governed by the provisions of the (Indian) Arbitration and Conciliation Act, 1996.

### **6.2.2 Place of Arbitration**

The place of arbitration shall be Imphal only and the jurisdiction of the Courts of Imphal shall prevail.

### **6.2.3 Language of Arbitration**

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.

### **6.2.4 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 provisions of the Arbitration and Conciliation Act 1956 subject to the rights of the aggrieved parties to secure relief from any higher forum.

### **6.2.5 Performance during Arbitration**

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.

### **6.2.6 Fees and Expense**

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and aided by respective Parties subject to determination by the arbitrators.

### **6.2.7 Jurisdiction and Governing Law**

The Parties further agree that the terms and provisions of this Agreement will be governed by and construed in accordance with the laws of the Republic of India and in case of dispute the courts of Imphal shall have exclusive jurisdiction.



## SPECIAL CONDITIONS OF CONTRACT

## 1. The Authorized Representatives are:

For the Client:	N. Benju Singh, Chief Town Planner/ State Mission Director (i/c) AMRUT, Town Planning Department, Government of Manipur.
For the Consultant:	.....

## 2. Scope of Work

The main objective of the consultancy is to prepare DPRs of Water supply, Rejuvenation of water bodies, Rain Water Harvesting Park of 27 Urban Local Bodies in Manipur under AMRUT.2.0. to enable the ULBs to deliver the desired level services.

The scope shall broadly cover the following phases:

- a) Reviewing the existing situation, and undertaking necessary assessments;*
- b) Feasibility Analysis and detailed planning;*
- c) Capacity Enhancement and Sustainability.*

The scope involves the following aspects:

- The work shall be done in a consultative manner by consulting various stakeholders at the ULB level, through the active participation of Public Health Engineering Department and municipal staff involved in water supply of the town.
- Undertake all necessary assessments, including technical, financial, economic and institutional that feed into the planning of interventions.
- The proposals shall conform to the guide lines issued by the Ministry of Housing & Urban Affairs, GOI including CPHEEO manual on water supply.
- Planning shall be done for the horizon of at least next 20 years (aiming at year 2041), unless justified otherwise. Rehabilitation measures on the existing system shall also be given due consideration based on feasibility before proposing any new investments.
- The designs shall be in compliance with the relevant Indian Standards (as amended up to date, with all correction slips) and CPHEEO manual. Wherever such standards are not available, appropriate standards shall be followed after discussions with the Public Health Engineering Dept.
- For any studies and assessments, the required equipment / tools / logistics shall be arranged by the consultants themselves.

- The consultant shall be wholly responsible for all the details of the proposal, the physical and site conditions, the execution methodology etc. All data utilized in preparation of the proposal shall be presented indicating the sources of the data and also the basis of assumptions, if any. The consultant shall be responsible for all the data or designs and drawings given by them.
- The Scope will include completion of planning exercise and preparation of Detailed Project report and getting it cleared by the Public Health Engineering Department, Manipur and the concerned Municipal Councils for necessary procurement and documentation.
- As part of the Report, the consultants shall develop the overall structure of outputs and inter linkages between them. As the work progresses, the consultants shall also prepare the Table of contents of the reports and get that vetted by PHED Manipur.
- All documentation for obtaining permissions from Manipur Pollution Control Board (PCB), CPHEEO etc. where ever required shall be prepared by the consultant, and necessary assistance will be provided by the client. The ULBs will obtain the permissions. The consultant shall assist the PHED Manipur/Municipal Councils in obtaining technical sanction from competent authorities.

## **2.1 Reviewing the Existing Situation and undertaking assessments**

The consultants would review the present situation in the ULBs, and analyze the current strengths and weaknesses for providing efficient water service.

### ***2.1.1 Information to be collected***

Collect and present the Information on the Existing situation:

- a) ULBs service area, economic growth, urban growth, physical and hydrogeological parameters, population growth and factors influencing the above.
- b) Demands and availability of water, water resources, source sustainability, conditions on water consumptions, alternate vendors/sources used by the beneficiaries.
- c) Infrastructure to serve the demands, along with key system components to maintain it efficiently.
- d) Status of existing assets and their rehabilitation needs.
- e) Assess whether typical system management components such as bulk flow meters, pressure regulating valves, transmission mains without illegal connection of distribution lines, energy efficient usage tools/equipment, domestic meters etc., availability and functioning.

In order to properly inform the subsequent planning exercise, the following specific assessments shall be undertaken, in addition to other assessments that the consultant may

plan to cover the above issues. The framework for these assessments is given in the next section.

- a) Field Surveys and preparation / updating of base maps
- b) Asset Status / Performance Review to determine the functional status and rehabilitation needs
- b) Assessment of water demands in the service area
- c) Affordability study to determine the level of affordability against the desired service levels.

**Main Output:** the Main output of this exercise is a report on Existing Situation, Identified Priority interventions (with their procurement and implementation plan), Planning Parameters and Design Basis to be considered for designs and drawings upon these assessments.

There are some specific assessments to be undertaken as indicated in Section 2.1.2 below, the required outputs of which are indicated there-in.

### ***2.1.2 Analytical Framework & Methodology for Collection of Data and Assessments***

The consultant shall develop the framework and methodology for completing the Tasks listed in 2.1.1. The methodology shall be agreed with the client before undertaking the assessments. Some of the specific assessments listed below shall follow the framework indicated:

a) *Field Surveys and Preparation / Updating of Base Maps:* Undertake Total Station Survey and prepare / update the base maps, indicating all the infrastructure elements along with their key features.

*Output: Base Maps with information on the Water Supply Infrastructure*

b) *Asset Status and Performance Review:* Determine the data requirements and procedure for collecting the data on system installation and collect data relating to source (quantity, quality, seasonal fluctuations), transmission mains, pumping system, treatment plant, reservoirs, distribution system, O&M practices, breakdown history, efficiency, system leakages and losses, quantity of water handled etc., electrical data like contract demand, hours of operation, peak loads, supply availability, tariff levels, annual consumption, power costs etc. Salient parameters to be reviewed are listed in Annexure-1.

Measure the flow and pressure at appropriate points of the system as required, in consultation with the ULBs, in all existing zones and make an assessment of weaknesses of the existing water supply system by comparing the actual with the output of the network analysis and make an assessment of the condition of existing pipes by consulting the Municipal Council Officials. Pressure measurement points may be put at appropriately selected locations – with more numbers in the defective water supply pockets. Based on this analysis, identify

underlying causes for non-performance and not adhering to standards. Support the analysis with backup data.

*Output: Asset Status and Performance analysis.*

c) *Water Demands:* Water Demands for the city shall be estimated based on review of existing consumption patterns and likely realistic increments for future, based on a sample household survey of different categories of consumers. This exercise shall also inform the present service levels, the improvements that the consumers perceive as necessary.

*Output: Water Demands, Customer Service Perception (duration, quality, quantity, pressures; alternate sources, adaptations, costs etc)*

d) *Water Audit and Estimation of Non-Revenue water:*

The Water Audit exercise, shall inform the overall production of water (not to be based on just rated capacity of pumps), flows in different parts of water service area to determine areas of high/low consumption, losses – both physical and revenue. An analysis of this information along with the system status shall inform possible areas of high physical/revenue losses and priority areas of intervention and possible demand management options. This shall be done in two parallel steps:

Step-1 for quick estimates to be used in the designs;

Step-2: for refining the estimates for use as record by the ULBs for future use.

Step-1: Study the existing water supply network up to the service connection through the information obtained from Field Surveys and Performance reviews and in discussion with the O&M staff of the Municipal Councils, with a view to identify and prioritize rehabilitation needs of

existing system and major leak spots in the system. For locations identified as having the maximum potential to reduce the loss of water suggest the improvements to be effected. Based on this, prioritize measures for taking up urgent repairs with minimum cost and time to get

maximum benefits: e.g., replacement of inefficient pumps, replacement of leaking mains, repairs to leaking tanks etc. Quantify the water that could be saved by implementing these measures. Indicate possible demand management options.

*Output of Step-1: Overall Water Balance, Demand Management options, Major leak Spots, Priority Areas of intervention, Possible Water Savings, Customer meter Status, Metered and Un-metered water use by Consumers.*

Step-2: While it is recognized that installation of domestic meters and regularization of unauthorized connections by the ULBs take time, for refining the Water Audit, follow the methodology suggested in Chapter 15 of O&M Manual of CPHEEO. For the distribution system particularly, select at least two representative District Metered Areas (DMAs), in discussion with the ULBs, representing at least 10% of the households in the ULBs, by selecting the areas that can be easily segregated, preferably under the command area of different reservoirs. Undertake one round of Consumer meter sampling (if they exist) as per the Manual to

estimate the usage by customers (both metered and un-metered) and the possible losses in customer service lines and appurtenances.

If there are no consumer meters existing in the ULBs, provide for stop-cocks to the consumer connections and public taps, to be able to close them for testing to analyze the losses in the system (main lines, feeder lines, ferrules, consumer connections). Also, in such a situation of no consumer meters existing, in order to derive water usage by consumers, identify sample representative consumers of various categories (e.g. in selected roads), fix consumer meters on their connections and measure the usage patterns.

This step requires capital investments as well in terms of establishing meters, closing connections, metering a sample consumer connections and public taps, valves for segregation etc. The consultants would therefore include such investments as priority investments, to be implemented early by the Public Health Engineering Department, Manipur /ULBs.

The consultants scope for this exercise would be to plan the exercise, identify the DMAs, identify the investments, procure and get the work done on behalf of the Public Health Engineering Department, Manipur /ULBs, monitor the implementation and reassess the water audit and demands.

#### *Output of Step-2: Refined report of Step-1*

(Note: A separate exercise of detailed NRW assessment and Energy audits will be undertaken by the ULBs in parallel to implementation)

## **2.2 Feasibility Analysis and Detailed Planning**

Based on the information collected in the preceding phase, Plan the capital improvements to meet the desired service levels. Ensure that there is adequate focus on rehabilitation and strengthening as feasible, while opting for new investments.

Before proceeding with detailed designs, analyse the feasibility of options/alternatives looking from various analyses: technical, environmental, social (including resettlement and rehabilitation), financial and economic. Prepare concept plans highlighting possible options, benefits and impacts, drawings and preliminary costs, with a recommendation on the preferred option. Identify Short Term/Immediate, medium and long term investment plans for improvement of water supply.

Once the option and phased improvement plan is agreed with the client, undertake preliminary and detailed designs and finalize the respective analyses for that option.

Prepare cost estimates, contract packages, bid documents, procurement, implementation and O&M plans. Prepare strategies/practical plans for monitoring of progress of procurement, implementation and O&M. Finalize the Detailed Project Reports with all this information.

### **2.2.1 Aspects to be covered**

Cover the following aspects in the analysis:

- a) *Service Levels: Establish the present and Desired Service levels in a consultative manner, backed up by costs and impacts.*
- b) *Population:* Population projections based on appropriate projection technique based on the growth pattern of the municipal towns and other economic factors.
- c) *Development Factors:* Municipal development plans and developmental factors influencing water demands and their impact on the infrastructure planning;
- d) *Water Demands:* Demands based on sample analysis carried out in the Information collection exercise, and based on population growth and municipal development;
- e) *Water Resources:* Water Resource availability, quality and sustainability to serve the demands for the horizon year. For Source improvement,
  - Study the properties of the existing sources with regard to catchment's, hydrological details etc.
  - Identify new potential sources (if required) for water in co-ordination with various departments to cater for ultimate demand.
  - Evaluate the method of treatment required.
- f) Infrastructure planning that is technically feasible, meets the growth needs of the municipal development, integrates into city development plan, economically effective and has least environmental and social impacts.

While planning, factor-in the following issues:

- reorganize the existing network to suit efficient O&M practices,
- promote optimal/effective utilization of the existing infrastructure (e.g., reservoir capacities, trunk mains, water sources etc).
- Provide for adequate flow and pressure control/regulation utilities, flow measurement devices.
- Replace / Upgrade the consumer connections with appropriate material (e.g., MDPE) (as these are the most vulnerable portions of the system where the physical losses are more); and provide for consumer meters – replacing the non-functional meters (since there should be provision for measuring the supplies and raising revenues). The cost will be borne by the ULB initially as part of the project and will be recovered from the consumers later.
- consider technological advancements, including new pipe / construction materials, variable speed drive pumps for energy efficiency, improved methods of water treatment with better clarifiers, plate and tube settlers, dual media and declining rate and high rate filters, new chemicals and poly –electrolytes, alternative methods of disinfection etc.
- Integrate the services to the poor with the trunk infrastructure; review free supplies through stand-posts and plan for managing them;
- Ensure a minimum residual pressure of 7m
- Consider feasibility of 24/7 supplies into two DMAs of Imphal Municipal Corporation, if not, plan for maximum possible supply hours with necessary peak factor.

k) . *Economic Analysis*: Undertake Quantitative cost-benefit analysis for sub projects estimated to cost over Rs 15 crore, and it should demonstrate an economic rate of return above the opportunity cost of capital, currently estimated at 12%, or cost-effectiveness.

At the Feasibility stage, organize a workshop in the ULBs to present the findings of different feasible options and the preferred one. Justify this with respect to the impacts, costs and municipal capacities. Document the consultations.

### **2.2.2 Surveys, investigations and tests required:**

The list of Surveys, investigations and tests required and their scope is in Annexure-2.

### **2.2.3 Detailed Designing, Procurement and Implementation Planning**

For the final option, prepare detailed engineering designs, drawings, Bill of Quantities (BoQs) and tender documents.

a) *Designs*: The residual head at tail end shall be 7 m of water pressure. Undertake network analysis using standard software. Design the civil structures based on computerized structural analysis. Designs shall follow the latest Indian Standards with amendments. The consultants have freedom to choose the type of sub structure and superstructure provided code specification/CPHEEO stipulations agreement. The drawings and designs shall include a general arrangement drawing and detailed drawings of all components in appropriate size A0-A3. The level of detailing shall be such as to enable check of conformance with provisions of Indian Standard / Other Codes, including detailed construction drawings and bar bending schedules. Define the specifications followed for each of the components.

b) *Cost Estimates*: For the final project, prepare detailed items and quantity schedules and cost estimates based on the market rates. Prepare detailed cost estimates item wise (Manipur Schedule of Rates of PWD), with necessary road restoration charges wherever needed. For items not covered under schedule of rates, market rates are to be assessed. There should not be any lump sum items in the bill of quantities. Provide unit costs of various infrastructure components based on the estimated costs.

Assist the Municipal Councils in getting administrative/technical sanction for the estimates from the competent authorities.

c) *Network Maps and Asset Drawings*: Prepare Network maps with proper zoning using the updated information available from the tasks above and the proposed strengthening measures. Prepare Asset Drawings with relevant information to serve as an information archive.

d) *Contract Packaging, Procurement Planning and Bid Documents*: For the identified works, define feasible contract packages, prepare procurement plans as per the Project Standard requirements, and prepare draft bid documents in the World Bank prescribed format.

e) *Implementation Plan*: Prioritize the actions into Short, Medium and Long term actions. Prepare an implementation schedule for these. Draw up project budget with monthly targets, furnish network analysis such as CPM/PERT by using MS Project/Prima Vera software package for purposes of effective project monitoring and regular reports. Give due considerations to

the permissions / clearances required from various authorities, time required for supply of material (considering material availability constraints, manufacturing and supply periods etc).

Plan to ensure that R&R actions are implemented before commencement of works.

Propose strategies for monitoring of implementation and contract management. Highlight focus areas for close monitoring in terms of quality control / implementation progress.

While proposing the specifications for construction / implementation, consider new construction technologies, Trench less technology / Micro-tunnelling, better pipe laying and plumbing techniques, etc.

f) **Service Improvement Plan:** For the proposed option, develop a Service Improvement plan covering the following:

- Progressive achievement of service levels defined and strategies to achieve this over time. Define the service levels based on the framework suggested by the Ministry of Urban Development, Government of India. The physical investments under the subproject and other initiatives are expected to progressively enhance the service performance of the ULB.
- Bulk system operation based on assessed strengths of the system, source capacities, optimal use of available water resources (seasonal, long-term), demands on the system in different parts of the service area and their seasonal variation, demand management, consistency with the phased strengthening measures, equitable supplies and management of pressures and flows;
- Distribution system operation to manage each zone together at once with minimal valve operations (without any block regulation as has been the current practice); along with pressure and flow management strategies;
- Treatment Plant and Pumping system operations;
- Possible automation in O&M;
- review of free supplies through stand posts and their effective management / control, control of illegal connections, handling water contamination risks;
- possible strategies for NRW management based on assessments undertaken, including possible incentives for NRW management; preventive maintenance and progressive asset rehabilitation based on expected life of the assets,
- Water Audit plan based on experiences of DMAs, Energy audit plan, progressive domestic metering plan;
- spares, tools and equipment – procurement plan, annual budgeting for them, maintenance of tools and equipment;
- institutional roles and responsibility, structure of O&M unit, outsourcing possibilities, citizen involvement, training to O&M staff, O&M monitoring, supervision of O&M responsibilities, job description for operators and staff;
- Costs, Funding and budgeting; revenue management including tariff improvements to meet the costs of operations. Consider identification of revenue losses, revenue improvements, suggestion for pricing, rationalization of connection charges, water tariff and pricing for bulk supplies, possibilities for commercialization like bottling etc. Tariff shall consider life-line supplies to the poor, including transparent cross-subsidies as required.



- complaint monitoring and redressal, billing and collection, service monitoring and dissemination of performance.
- Tips and guidelines on reduction of costs through preventive maintenance, better pipe laying and plumbing techniques,
- Propose strategies for continuous service monitoring, linking to the state framework with relevant indicators Provide the necessary linkage of output of this exercise with the Capacity Enhancement and Sustainability assessment done in the Phase-C.

#### **Output:**

The outputs of this exercise are:

- Feasibility and Concept Plans;
- Detailed Project Report with all the information above, supplemented with drawings, other supplementary reports and IEC material as required.

### **2.3 Deliverables Schedule**

The following timeline will be adopted for deliverables as mentioned in the Scope of Work for TPS. The Timeline for the deliverables will be based on the project inception date determined by the authority – “T”

No.	Deliverables	Timeline
1	Existing Situation and Design Basis Report	T + 15 days
2	Feasibility analysis and concept plan	T + 15 days
3	Detailed designs and estimates	T + 45 days

### **2.4 Data, services and facilities to be provided by the client**

- a) The maps and other data related to this work, to the extent available in the Municipal office will be provided.
- b) Assistance for obtaining cadastral maps and revenue record for preparing land plans from the land survey department will be given by the client.
- c) A copy of all the available DPRs as in where in condition would be Provided.

### **2.5 Final Outputs (drawings, reports etc.) to be furnished by the Consultant**

#### **a. Existing Situation and Design Basis Report, Priority Interventions, Procurement Documents for Priority Interventions**

Based on the understanding developed on the existing system through studies and assessments, present the existing situation; and develop the Basis of Designs and Planning parameters.

**b. Feasibility and Concept Plan**

Results of Feasibility analysis for various options, along with Environmental and Social Screening, documentation of stakeholder consultation, preliminary costs; Concept Plan of preferred option supported by justification, drawings and costs.

**c. Detailed Designs and Estimates**

Detailed designs for the finalized plan, detailed cost estimates, with supplementary reports, drawings, IEC material, procurement and implementation plans including timeline of R&R actions to be taken before commencement of works.

Identify the priority interventions with their costs for the immediate term, that will give maximum benefits to the ULB with reasonable cost and time. Provide a procurement and implementation plan for these along with bid documents.

**2.6 The Consultant should get the DPR approved by CPHEEO /any other funding agency.**

Schedule as given hereinafter and TPD shall affect payment to the Consultant in accordance with the schedule of payment as mentioned above.

## PAYMENT SCHEDULE

### 1.0 Payments to the Consultant

#### 1.1 Contract Price

The Consultant covenants to undertake the assignment mentioned in the scope of the work (Para 2 of the Special Conditions of Contract) as per the terms and conditions as laid down in this Agreement, and to perform, fulfill, comply with and all the provisions, conditions and requirement of this Agreement. In consideration thereof, the Town Planning Department shall pay the Consultant fee of Rs...../- only hereinafter refer to as the "Fee" and shall perform, fulfill, comply with and observe all the provisions, conditions and requirements to the Agreement.

#### 1.2 Terms and Conditions of Payment

Payments will be made to the account of the Consultants and according to the payment schedule stated in Appendix-III. Payments shall be made in accordance with the Para 5.0 of SC and on submission of an invoice by the Consultants.

#### 1.3 Other conditions of payment

The fees payable is exclusive of GST and GST will be added to the payable fees at the current rate at the relevant time of payment.

- a) The TDS and other taxes as applicable under the law would be deducted by the Client from the amount payable as Consultancy fee.

### 2.0 The following time deliverable and payment schedule

#### A. Payment Schedule

No.	Deliverables	% on Contract value
<b>Part-1 Comprehensive Water Supply Improvement Plan, Rejuvenation of Water Bodies and Rain Water Harvesting Park</b>		
1	Inception Report	15%
2	Interim Report	25%
3	Draft Final Report	40%
4	Final Report	15%
5	On completion of 1 year from the award of the work	5%
<b>Part-2 Preparation of DPR for identified projects for implementation of 24x7 Water Supply</b>		
1	Complete Field Survey/ Mapping of HSEs	30%
2	DMA Formation/Ground validation	20%
3	Proposal for 24 X 7 (Draft)	25%
4	Final Report	20%
5	On completion of 1 year from the award of the work	5%

**Note: GST extra as applicable from time to time.**