

**GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES,
PROJECT MANAGEMENT UNIT, OIIAWMIP
5th Floor, Rajiv Bhawan, Bhubaneswar.**

Identification .No. PMU- 16 / 15-16

Dated: 20.01.2016

**INVITATION OF TECHNICAL & FINANCIAL PROPOSALS FOR
RECRUITMENT OF CONSULTING SERVICES**

The Chief Engineer-cum-Project Director, Project Management Unit (OIIAWMIP), Department of Water Resources, Govt. of Odisha now invites Technical & Financial proposals for recruitment of consulting services for "Providing Construction Supervision and management consulting services for REM works in 4 Major and 3 Medium Irrigation Subprojects under OIIAWMIP, Project 2.

Interested Consulting firms may obtain more information, detailed Terms of References (TORs) from office of the Chief Engineer-cum-Project Director, PMU (OIIAWMIP), Bhubaneswar during office hours (i.e. 10.00 to 17.00 hours) on all working days between 20.01.2016 to 19.02.2016. The TORs, and other information, together with CV format and other standard format, are also available in the official website of www.dowrodisha.gov.in until 19.02.2016 up to 03.00PM. Last date and time for receipt of sealed Technical & Financial Proposals with both hard and soft copy from Consulting firms at the address given below by 19.02.2016 up to 3.00 PM. Late submission of proposals by post or other means will not be considered for opening. The proposals will be opened at 03.30 PM on the same day in PMU conference Hall in the presence of consulting firms/ their representatives.

The undersigned reserves the right to cancel any or all proposals without assigning any reason thereof.

**Sd/-
Chief Engineer-cum-Project Director, PMU (OIIAWMIP),
Department of Water Resources, Govt. of Odisha,
5th Floor, Rajiv Bhawan, Bhubaneswar- 751001,
Odisha, India.
E-mail: cepdpmu@gmail.com
Tel: +91- 674- 2391275
Fax: 0674- 2391475.**

Letter of Invitation

1. INDIA has applied for financing from the Asian Development Bank (the “Bank”) in the form of a “loan” towards the cost of Orissa Integrated Irrigated Agriculture and Water Management Investment Program, Project 2 (“OIIAWMIP 2”). The Department of Water resources, Government of Odisha, India, an executing agency, intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the Department of Water Resources (DOWR), Government of Odisha and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the loan agreement. The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the loan agreement or have any claims to the proceeds of the loan.

2. The Chief Engineer-cum-Project Director, Project Management Unit (OIIAWMIP), Department of Water Resources, Govt. of Odisha now invites Technical & Financial proposals for recruitment of consulting services for “Providing Construction Supervision and management consulting services for Rehabilitation, Extension & Modernisation works in 4 Major and 3 Medium Irrigation Subprojects under the Orissa Integrated Irrigated Agriculture and Water Management Investment Program (OIIAWMIP), Project more details on the Services are provided in the Terms of Reference

. Interested Consulting firms may obtain more information, and detailed Terms of References (TORs) from office of the Chief Engineer-cum-Project Director, PMU (OIIAWMIP), 5th Floor Rajiv Bhawan, Deptt. of Water Resources, Odisha, Bhubaneswar during office hours (i.e. 10.00 to 17.00 hours) of all working days between 20.01.2016 and 19.02.2016. The TORs, and other information, together with CV format and other

standard format, are also available in the official website www.dowrodisha.gov.in until 19.02.2016 up to 03.00PM. Demand Draft of Rs 10000/- (Rupees Ten Thousand only) plus @ 5% i.e. Rs.500/- VAT in favour of Deputy Director, Dam Safety and Support Services, Bhubaneswar, payable at Bhubaneswar should accompany the proposals.

3. Last date and time for receipt of sealed Technical & Financial Proposals in separate envelopes with both hard and soft copy from Consulting firms at the address given below by 19.02.2016 up to 3.00 PM. Late submission of proposals by post or other means will not be considered for opening. The proposals will be opened at 03.30 PM on the same day in PMU conference Hall in the presence of consulting firms/ their representative.

The undersigned reserves the right to cancel any or all proposals without assigning any reason thereof.

**Chief Engineer-cum-Project Director, PMU (OIIAWMIP),
Department of Water Resources, Govt. of Odisha,
5th Floor, Rajiv Bhawan, Bhubaneswar- 751001,
Odisha, India.**

E-mail: cepdpmu@gmail.com

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Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions

- (a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) "Borrower [or Recipient or Beneficiary]" means the Government, Government agency or other entity that signs the financing [or loan/credit/grant/project] agreement with the Bank.
- (d) "Client" means the [implementing/ executing agency] that signs the Contract for the Services with the selected Consultant.
- (e) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (f) "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents .
- (g) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (h) "Day" means a calendar day.
- (i) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (j) "Government" means the government of the Client's country.
- (k) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (l) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.
- (m) "ITC") means the Instructions to Consultants with all information needed to prepare their Proposals.
- (n) "Non-Key Expert(s)" means an individual professional provided by the

Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.

- (o) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- (p) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (q) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.

"TORs" means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.

The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Consultant shall not be hired under the circumstances set forth below:

- a. **Conflicting activities**
 - (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
- b. **Conflicting assignments**
 - (ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
- c. **Conflicting relationships**
 - (iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the [Borrower or the Client or the Recipient or Beneficiary] or of the [implementing/executing agency] or of a recipient of a part of the Bank's financing who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.
 - (iv) Any other types of conflicting relationships as indicated in the **Data Sheet**.

4. Unfair Competitive Advantage Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all Consultants all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

- 5. Eligibility**
- 5.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries as stated in Section 5 to offer consulting services for Bank-financed projects.
 - 5.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or

not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Asian Development Bank in Guidelines on the Use of Consultants by Asian Development Bank and its Borrowers, which can be found in the following website: www.adb.org.

b. Prohibitions

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

- (a) as a matter of law or official regulations, the Borrower's/Beneficiary's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

c. Restrictions for government-owned Enterprises

6.3.3 Government-owned enterprises or institutions in the Borrower's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client.

d. Restrictions for public employees

6.3.4 Government officials and civil servants may only be hired under consulting contracts, either as individuals or as members of a team of a consulting firm, if they (i) are on leave of absence without pay; (ii) are not being hired by the agency they were working for immediately before going on leave; and (iii) their employment would not create a conflict of interest).

B. Preparation of Proposals

6. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the TOR in detail. Material deficiencies in providing the information requested in the TOR may result in rejection of the Proposal.

7. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

- 8. Language** 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.
- 9. Documents Comprising the Proposal** 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
- 10.3 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
- 10. Only One Proposal** 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.
- 11. Proposal Validity** 12.1 The **Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.
- a. Extension of Validity Period** 12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

- 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
- b. Substitution of Key Experts at Validity Extension**
- 12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client,
- c. Sub-Contracting**
- 12.9 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the **Data Sheet**.
- 12. Clarification and Amendment of TOR**
- 13.1 The Consultant may request a clarification of any part of the TOR during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the TOR as a result of a clarification, it shall do so following the procedure described below:
- 13.1.1 At any time before the proposal submission deadline, the Client may amend the TOR by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.
- 13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.
- 13.1.3 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
- 13. Preparation of proposals – Specific Considerations**
- 14.1 While preparing the Proposal, the Consultant must give particular attention to the following:
- 14.1.1 If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In

all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) and the Client's estimated total cost of the assignment. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

14.1.4 Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

14. Technical Proposal Format and Content

15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), a Biodata Technical Proposal (BTP) or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the TOR

15. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the TOR. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) other expenses, (c) provisional sums when applicable and (d) contingency indicated in the **Data Sheet**.

a. Price Adjustment

16.2 For assignments with a duration exceeding 24 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

b. Taxes

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

c. Currency of Proposal

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

d. Currency of Payment

16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

16. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "**Do NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**"

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "**Do NOT OPEN WITH THE TECHNICAL PROPOSAL.**"

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, TOR reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "**DO NOT OPEN BEFORE** [insert the time and date of the submission deadline indicated in the Data Sheet]".

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. For QCBS, FBS and LCS, if the Technical and Financial Proposals are not submitted in separate sealed envelopes as required, the Client shall reject the Proposal.

17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

17. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

18.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank's sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

18. Opening of Technical Proposals

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

19. Proposals Evaluation

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its "no objection", if applicable.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

20.3 From the time the proposals are received by the Client to the time that the Contract is awarded, the Client shall not request the Consultant to provide clarification on any matter related to the Consultant's Technical or Financial Proposal. The Client may, however, request clarification on an expert's eligibility, specifically items (ii) to (vi) of Form TECH-6

20. Evaluation of Technical Proposals

21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Summary and Personnel Evaluation Sheet attached to the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

21. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)

23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the

opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice.

23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals .

22. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contracts

24.2 If a Lump-Sum contract form is included in the TOR, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

23. Taxes

25.1 Except as set out in Sub-clause 25.2, all taxes are deemed included in the Consultant's Financial proposal, and, therefore, included in the evaluation.

25.2 Any local identifiable indirect taxes levied on the contract invoices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and income tax payable to the Client's country on the remuneration of non-resident Experts for the services rendered in the Client's country are dealt with in accordance with the instructions in the Data Sheet.

24. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

a. Least-Cost Selection (LCS)

27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

D. Negotiations and Award

25. Negotiations

28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts

28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical negotiations

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

- c. Financial negotiations**
- 28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.
- 28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.
- 26. Conclusion of Negotiations**
- 29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.
- 27. Award of Contract**
- 30.1 After completing the negotiations the Client shall obtain sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other Consultants.
- 30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

E. Data Sheet

| A. General | |
|---|---|
| ITC Clause Reference | |
| 1 (c) | INDIA |
| 1(k)^{1,2} (definitions) | <p>National experts mean experts who are citizens of the Client's country.</p> <p>Nationals of a DMC who possess the appropriate international experience may be considered for assignments that require international expertise, whether in the national's own country or in other DMCs. The international experience that is required for a particular assignment will be defined and described in the pertinent TOR.</p> |
| 2.1 | <p>Name of the Client: Department of Water Resources Government of Odisha (GOO) 5th Floor, Rajiv Bhawan, Bhubaneswar – 751001, India</p> <p>Method of selection: Least- Cost Selection.</p> |
| 2.2 | <p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The name of the assignment is: Construction Supervision and Management (CSM) Consultancy Services for Rehabilitation, Extension and Modernisation (REM) Works of 4 Major and 3 Medium Irrigation Subprojects under OIIAWMIP – Project 2.</p> |
| 2.3 | <p>A pre-proposal conference will be held: Yes</p> <p>Date of pre-proposal conference: 05 February 2016 <i>Time: 11.00 AM</i> <i>Address: Office of the Chief Engineer-cum-Project Director,</i></p> |

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| | <p>Project Management Unit, Orissa Integrated Irrigated Agriculture and Water Management Investment Program PMU(OIIAWMIP), Department of Water Resources, Government of Odisha, 5th Floor, Rajiv Bhawan, Bhubaneswar-751001, INDIA, Telephone: +91-674-2391275 Facsimile: +91-674-2391475 E-mail: cepdpmu@gmail.com Contact person/conference coordinator: Er. P.K. Satpathy,</p> <p style="text-align: right;">Chief Engineer-cum-Project Director</p> |
| 2.4 | <p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> |
| <p>B. Preparation of Proposals</p> | |
| 3.1 | <p>Proposals shall be submitted in English language. All correspondence exchange shall be in English language.</p> |
| 4.1 | <p>The Proposal shall comprise the following:</p> <p style="padding-left: 40px;"><u>For FULL TECHNICAL PROPOSAL (FTP):</u> 1st Inner Envelope with the Technical Proposal: (1) Power of Attorney to sign the Proposal (2) Proof of Legal Status and Eligibility (3) TECH-1(including Statement of Undertaking if required under Data Sheet 10.2 below) (4) TECH-2 (5) TECH-3 (6) TECH-4 (7) TECH-5 (8) TECH-6 AND 2nd Inner Envelope with the Financial Proposal: (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4</p> <p>Proof of legal status establish Consultant’s legal capacity to enter into binding and enforceable contracts and may be supported by:</p> <ul style="list-style-type: none"> • Universities, institutions, public sector organizations, and NGOs that are not legally incorporated shall provide other documentation that establishes their legal capacity to enter into binding and enforceable contracts with the Client (such as charter, statute, etc.). |

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| | Please refer to CHECKLIST OF REQUIRED FORMS in Section 3 |
| 4.2 | Statement of Undertaking is required: Yes |
| 5.1 | Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: Yes |
| 6.1 | Proposals must remain valid for 180 calendar days after the proposal submission deadline (i.e., until: 17.08.2016). |
| 6.2 | Outsourcing of the whole Services is not allowed. |
| 7.1 | <p>Clarifications may be requested no later than ten (10) days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: Chief Engineer-cum-Project Director, Project Management Unit, Orissa Integrated Irrigated Agriculture and Water Management Investment Program PMU(OIIAWMIP), Department of Water Resources, Government of Odisha, 5th Floor, Rajiv Bhawan, Bhubaneswar-751001, INDIA, Telephone: +91-674-2391275 Facsimile: +91-674-2391475 E-mail: cepdpmu@gmail.com</p> |
| 8.1 | <p>Estimated input of national Key Experts' time-input: 432 person-months</p> <p>AND</p> <p>Estimated total cost of the assignment: INR 7.0834 crore</p> |
| 8.2 for time-based contracts only | <p>Minimum time-input of national Key Experts' is: 432 person-months</p> <p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the Client will adjust the proposal price .</p> <p>Proposals that quoted higher than the required minimum of time-input will not be adjusted.</p> |
| 9.1 | <p>The format of the Technical Proposal to be submitted is: FTP</p> <p>Please refer to Checklist of Required Forms</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive.</p> |

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| <p>10.1</p> | <p>[(1)a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</p> <p>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</p> <p>(3) cost of office accommodation, including overheads and back-stop support;</p> <p>(4) communications costs;</p> <p>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</p> <p>(6) cost of reports production (including printing) and delivering to the Client;</p> <p>(7) other allowances where applicable</p> <p>Only for Time-Based Contracts:</p> <p>Provisional sums : 0</p> <p>Contingency: 0</p> |
| <p>10.2</p> | <p>The consultant/sub-consultant/personnel shall pay the taxes, duties, fees, levies, other impositions levied under the existing, amended or enacted laws during the life of the Contract and the client shall perform such duties in regard to the deductions of such tax as may be lawfully imposed. As regards Service Tax, the consultant shall pay such taxes as applicable and the client shall reimburse the Service Tax paid by the consultant on production of proof of payment.</p> <p>“Information on the Consultant’s tax obligations in the Client’s country can be found in:</p> <ol style="list-style-type: none"> 1. Government of India Income Tax Act as amended from time to time 2. Government of India Finance Act as amended from time to time <p>Orissa State Tax on Professions, Trades, Callings and Employments Act, 2000 as amended from time to time</p> |
| <p>10.3</p> | <p>The Financial Proposal shall be stated in the following currencies: INR</p> <p>The Financial Proposal should state local costs in the Client’s country currency (local currency): Yes</p> |
| <p>C. Submission, Opening and Evaluation</p> | |
| <p>11.1</p> | <p>The Consultants “shall not” have the option of submitting their Proposals electronically.</p> |

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| 11.2 | <p>The Consultant must submit: Sealed (a) Technical Proposal: One (1) original (b) Financial Proposal: One (1) original.</p> |
| 11.3 | <p>The Proposals must be received at the address below no later than: Date: 19 Feb'2016</p> <p>Time: 15.00 hrs. local time The Proposal submission address is: Chief Engineer-cum-Project Director, Project Management Unit, Orissa Integrated Irrigated Agriculture and Water Management Investment Program PMU(OIIAWMIP), Department of Water Resources, Government of Odisha, 5th Floor, Rajiv Bhawan, Bhubaneswar-751001, INDIA, Telephone: +91-674-2391275 Facsimile: +91-674-2391475 E-mail: cepdpmu@gmail.com</p> |
| 11.4 | <p>An online option of the opening of the Technical Proposals is offered: No The opening shall take place at: “Same as the Proposal submission address” Date: 19.02.2016 Time: 15.30 hrs. local time</p> |
| 12.1 | <p>In addition, the following information will be read aloud at the opening of the Technical Proposals : Confirmation that invitation to submit proposal was not transferred to another party.</p> |
| 13.1 | <p>The evaluation criteria, sub-criteria, and point system are specified in the Summary and Personnel Evaluation Sheets that are attached to the Data Sheet.</p> <p>The minimum technical score (St) required to pass is: 750 (on a scale of 1 to 1000)</p> |
| 14.1 | <p>An online option of the opening of the Financial Proposals is offered: No.</p> |
| 14.2 | <p>The Client will read aloud only overall technical scores.</p> |
| 15.1 | <p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes, including VAT, on the contract invoices; and (b) all additional local indirect tax on the remuneration of services rendered</p> |

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| | by non-resident experts of the Consultant in the Client's country. At contract negotiations, all applicable indirect local taxes will be discussed and agreed (using the itemized list as guidance but not limiting to it) and added to the contract amount in a separate line, also indicating which taxes shall be paid by the Consultant and which are withheld and paid by the Client on behalf of the Consultant. |
| 16.1 | The single currency for the conversion of all prices expressed in various currencies into a single one is Indian Rupees. |
| | D. Negotiations and Award |
| 17.1 | <p>Expected date and address for contract negotiations: Date: April -2016</p> <p>Address: Chief Engineer-cum-Project Director, Project Management Unit, Orissa Integrated Irrigated Agriculture and Water Management Investment Program PMU(OIIAWMIP), Department of Water Resources, Government of Odisha, 5th Floor, Rajiv Bhawan, Bhubaneswar-751001, INDIA, Telephone: +91-674-2391275 Facsimile: +91-674-2391475 E-mail: cepdpmu@gmail.com</p> |
| 18.1 | <p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: Will be published in website – www.dowrorissa.gov.in</p> <p>The publication will be done within 7(Seven) days after the contract signing.</p> |
| 19.1 | <p>Expected date for the commencement of the Services: Date: May 2016 at: PMU, Bhubaneswar</p> |

Terms of Reference

1.0 INTRODUCTION

The Orissa Integrated Irrigated Agriculture and Water Management Investment Programme (OIIAWMIP) is under implementation with the assistance of Asian Development Bank (ADB). It aims to enhance the productivity and sustainability of existing 6 major, 9 medium irrigation projects, revival / improvement of 1400 lift irrigation schemes and other associated infrastructure activities. These irrigation schemes are located in the 4 northern river basin namely Subarnarekha, Burha-Balanga, Baitarani, Brahmani and a part of the Mahanadi delta. The project would enhance the State capability in water planning, designing, construction, management including O & M of existing systems as well as improvement in other allied sectors in the above region.

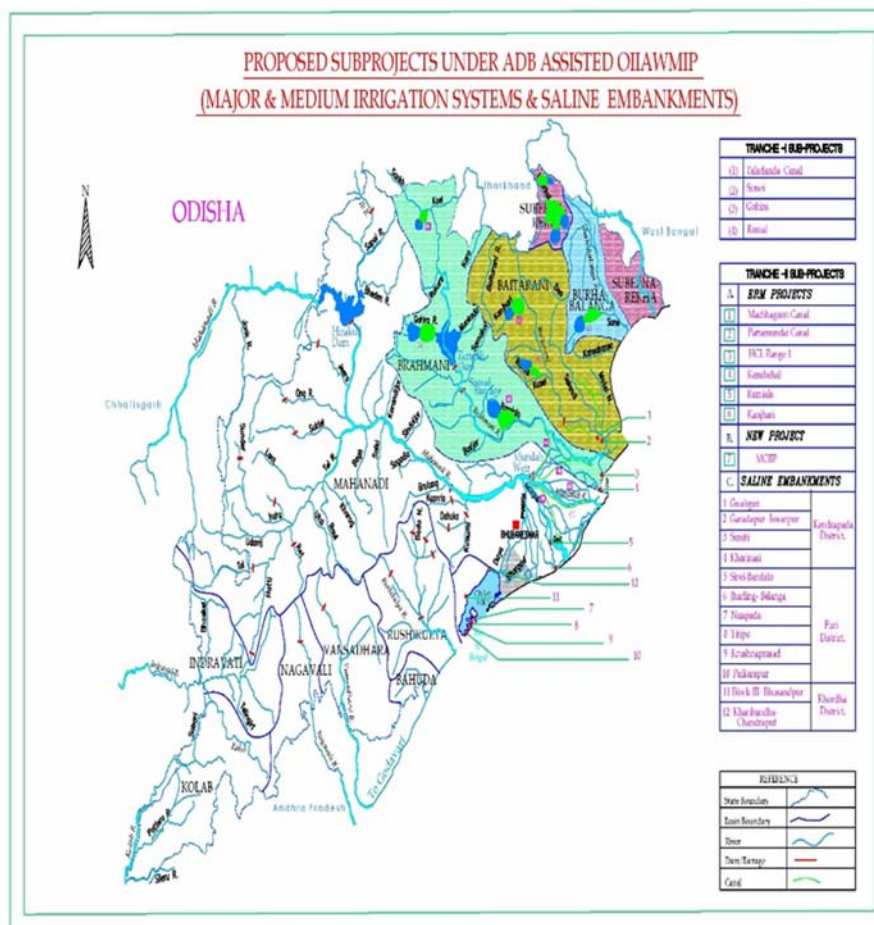
The State has a net cultivated (sown) area of 6.16 million ha of which 4.9 million ha can be irrigated (irrigable area). So far 2.69 million ha has been developed for irrigation. An additional 0.47 M ha is being irrigated through ongoing projects. However, under existing irrigation schemes, the actual area with assured irrigation is about 74% of the developed or commanded area. The deficiency is due to infra-structure deterioration, inefficient system of operation, deficient O&M systems, lack of farmers' participation in O&M activities and lack of field channels to distribute water across farm plots.

The OIIAWMIP program addresses and is designed to alleviate the above constraints. Its intended outcome and impacts are increased agricultural productivity, water use efficiency and irrigation operational performance, resulting in enhanced economic growth and reduced poverty within a framework of PIM based agricultural growth in the 4 northern river basins and a part of the Mahanadi delta basin.

OIIAWMIP is to be executed in a period of 8 years in two Tranches (starting from September 2009). Tranche-1 envisaging improvement of one major and three medium projects, revival / improvement of 650 minor lift irrigation project (MLIP) schemes and associated infrastructure activities are under implementation.

The tranche-2 scope includes the modernization of of four (4) Major, three (3) Medium Irrigation projects, 200km of saline embankments strengthened and 750 minor lift irrigation points renovated..

The Index Map below indicates the locations of 7 Sub-projects proposed to be taken up in Project-2 of OIIAWMIP.



2.0 BACKGROUND OF THE PROJECT

2.1 Project Objective:

The broad objectives of OIIAWMIP are given below:

- i) To enhance productivity and sustainability of existing underutilized major, medium & minor irrigation schemes.
- ii) To increase income and reduce poverty through productive irrigation in selected river basins in Odisha.
- iii) To strengthen the State's institutional and technical capabilities in water resources development, management and planning, along with strengthening other relevant allied institutions.
- iv) To strengthen the Institutional base for participatory irrigation Management (PIM) with management reforms.

2.2 Project Component:

Components of the project are given below:

1. Rehabilitation, extension & modernization (REM) of major & medium irrigation projects.
2. Revival of minor lift irrigation scheme.
3. Revival of Creek irrigation.
4. Pilot drainage scheme.
5. CAD and conjunctive use.
6. Institutional strengthening.
7. Agriculture & livelihood support.
8. Project Management with Environment study measures.
9. Scheme refinement & WUA strengthening.
10. O&M cost (construction stage).

2.2.1 REM of Major and Medium Irrigation Subprojects

The old canal system has not been renovated since long except some minor repairs out of O&M grant. The uneven distribution of water leads to forcible tampering of regulation devices by the public with a view to get more water quickly. Bed siltation and embankment scouring has distorted the canal regime. Percolation loss, waterway obstructions, damaged and defunct controlling and regulating structures have made the canal operation difficult. The proposed REM work will address the above problems faced by the old canal system covering a CCA of 2.02 lakh ha.

2.2.2 Revival of Minor Lift Irrigation Scheme

Many of the Lift Irrigation Projects constructed by Odisha Lift Irrigation Corporation in Brahmani, Baitarani and Subarnarekha basins are very old become defunct. The State TAC has examined and approved improvement/ revival of the 2510 schemes. Out of 2510 lift schemes, it is proposed to renovate/ revive 1400 lift irrigation schemes under OIIAWMIP, which will irrigate an area of about 30,000 ha.

2.2.3 Revival of Creek irrigation

There are many creek formation off-taking from plain deltaic lands and out falling in to rivers. These creeks are draining flood water from the delta area in to rivers. Farmers used to store sweet water during non-monsoon period in the creeks by putting cross bunds for use in paddy cultivation. Government have constructed sluices at the mouth of many creeks to facilitate storing of sweet water and to restrict saline intrusion through tidal waves. Since the creeks are silted up, the sluice structures used for storing sweet water are damaged over the years there is loss of paddy cultivation area in the creek region. The proposal is to renovate the existing control sluice, construction of new structures, afflux, etc. Renovation in the 4 creek projects will provide irrigation to a 2869 ha CCA.

2.2.4 CAD and conjunctive use

The OIIAWMIP will place significant emphasis on installing field channel systems as essential conditions to attain high water user efficiency, and crop intensification and diversification. The CAD investment will be primarily implemented through extending centrally-assisted programs with state own counterpart contribution, whereas provision under OIIAWMIP will also be made to implement CAD for subprojects where central program support is not readily available. With the utilization of CAD field channel systems, the OIIAWMIP will also promote conjunctive use of groundwater for rabi cropping, by providing groundwater survey, monitoring and information campaigns for private investments, and provision of pilot wells targeted to marginal farmer groups in the tail end.

2.2.5 Planning & WUA Development

Govt. of Odisha has framed State Water Plan 2004. As per the plan the State shall develop a time bound programme for transmission of operations and management of irrigation programme to WUA. The state will, however, continue to provide necessary support to this by way of building their capacity and plan, financial assistance etc. Govt. of Odisha has also enforced Orissa Pani-Panchayat Act, 2002 and Orissa Pani-Panchayat Rule 2003. As per the PP Act, the objective of the Farmers' Association shall be to promote and secure distribution of water amongst its user, adequate maintenance of the irrigation system, efficient and economical utilization of water to optimize agricultural produce, to ensure ecological balance by involving the farmers, making a sense of ownership of the irrigation system in accordance with the water project and the operation plan.

2.3 Subprojects for REM works under Tranche-2 (Project-2):

Under Tranche-II of Orissa Integrated Irrigated Agricultural and Water Management Implementation Programme (OIIAWMIP) it is proposed to complete REM work in 4 major, 3 medium sub-projects and associated infra-structure activities. Brief description of these major & medium subprojects are as follows:

2.3.1 Machhagaon Sub-project

Machhagaon Canal System designed for a capacity of 39 m³/s is functioning for more than last 125 years. The project is having CCA of 34870 ha in Cuttack and Jagatsinghpur district of Odisha. Out of this, 21583 ha is getting full irrigation, whereas 10700 ha is getting partial irrigation and 2587 ha are deprived of irrigation.

The design discharge is not deliverable mainly due to reduced canal capacity and losses. The proposed improvement envisages canal lining at selective stretches, rehabilitation of structures, improvement of communication facilities, construction of new structures, renovation of distribution system etc. in order to stabilize and provide assured irrigation to total ayacut.

2.3.2 Pattamundai Sub-project

Pattamundai Canal System designed for a capacity of 36 m³/s is functioning for more than last 125 years. The project CCA is 32693 ha with 8978 ha in Cuttack, 22,639 ha in Kendrapara and 1076 ha in Jajpur Districts. Out of this, an area of 12,112 ha is getting partial irrigation / deprived of

irrigation. After renovation full ayacut of 32693 ha is proposed to be provided with assured irrigation.

2.3.3 HLC Range-I Subproject

High level Canal Range-I System designed for a capacity of 18.63 m³/s is functioning for more than last 125 years. The project is having CCA of 14000 ha in districts of Cuttack (5800 ha) & Jajpur (8200 ha). The project is presently giving full irrigation to 6200 ha. Beyond this 2000 ha are getting partial irrigation and 3700 ha are deprived of irrigation. After renovation full ayacut of 5700 ha is proposed to be provided with assured irrigation.

2.3.4 Kanjhari Sub-Project

The project was originally designed to provide irrigation facilities to a CCA of 9740 ha in Keonjhar district. At present the project is giving assured kharif irrigation to an area of 6994 ha. Thus 2746 ha are deprived of getting irrigation, which is proposed to be restored.

After modernisation the project will give irrigation facility to a CCA of 9740 ha and annual irrigation of 12540 ha. The REM proposal envisages repair of head works, re-sectioning of main canal & distributaries, renovation of structures, providing lining at required patches of canals & construction of new structures, etc.

2.3.5 Ramial Sub-Project

The project was originally designed to provide irrigation facilities to a CCA of 7325 ha in Dhenkanal & Angul district. The CCA of the project is now reassessed at 6128 ha because of overlapping of Rengali left canal ayacut. At present the project is giving assured irrigation to an area of 4628 ha. Presently 1300 ha are getting partial irrigation and 200 ha are deprived of getting irrigation. Thus 1500 ha are to be restored.

After modernisation the project will give irrigation facility to a CCA of 6128 ha. The REM proposal envisages re-sectioning of main canal & distributaries, renovation of structures, providing lining at patches & construction of additional structures.

2.3.6 Kansabahal Sub-project

The project was originally designed to provide irrigation facilities to a CCA of 5050 ha in Sundargarh district. The CCA of the project is now reassessed at 4730 ha. At present the project is giving assured irrigation to an area of 2870 ha. Presently 1440 ha are getting partial irrigation and 420 ha are deprived of getting irrigation.

After modernisation the project will give irrigation facility to a CCA of 5050 ha. The modernisation proposal envisages repair of head work, lining, re-sectioning of distributaries, renovation of structures & construction of new additional structures, etc.

2.3.7 MCIIP Sub-project

Completion of MCIIP was approved for Tranche-1 but will be implemented in Tranche-2 of OIIAWMIP. This is an incomplete project and proposed to complete irrigation facilities in 5390 ha. The CCA of 5930 ha is in districts of Cuttack (735 ha), Kendrapara (4615 ha) and Jagatsinghpur (580 ha).

3.0 THE REHABILITATION, EXTENSION AND MODERNISATION (REM) WORKS

The REM works in each Subproject would consist of improvement / strengthening / sectioning / extension of existing irrigation canals and repair, renovation and new construction of canal structures.

The Subproject works will be bid in Construction Packages under National competitive bidding open to bidders who may bid on one or more contracts. The Construction Supervision and Management Services would be for all civil work packages and to be carried out by qualified National Consultants with satisfactory experience in implementing/ managing projects of similar nature and size.

The table below broadly indicates the length of canals and number of structures to be either constructed or renovated in all the 7 subprojects;

**Table 1- Statement of Canal Length and Canal Structures
of Sub-projects under Tranche-2 of OIIAWMIP**

| Sl. No. | Sub-Projects | Canal Length (km)/ | | | Structures Inventory | | |
|---------|--|-------------------------------------|---|---------------------|----------------------|-----------------|-----------------|
| | | Main Canal Q>10m ³ /s | Distributary Q≤10 m ³ /s | Total Length | Total | Repair Required | New or Renovate |
| 1 | Machhagaon Canal System | 52.42 (1 No.) | 187.50 (13 Nos.) | 239.92 (14 Nos.) | 1336 | 978 | 26 |
| 2 | Pattamundai Canal System | 80.50 (1 No.) | 79.47 (8 Nos.) | 159.97 (9 Nos.) | 811 | 635 | 26 |
| 3 | High Level Canal Ranche-1 (HLC R-1) System | 53.09 (1 No.) | 59.60 (4 Nos.) | 112.69 (5 Nos.) | 483 | 295 | 202 |
| 4 | Mahanadi Chitrotpala Island Irrigation Project (MCIIP) | - | 21.47 (2 Nos.) | 21.47 (2 Nos.) | | | |

| | | | | | | | |
|---|-------------------------------|---|-------------------|-------------------|-----|-----|-----|
| 5 | Kanjhari Irrigation Project | - | 63.33 (5 Nos.) | 63.33 (5 Nos.) | 344 | 199 | 8 |
| 6 | Ramial Irrigation Project | - | 63.18 (6 Nos.) | 63.18 (6 Nos.) | 431 | 106 | 232 |
| 7 | Kansabahal Irrigation Project | - | 29.24 (2 Nos.) | 29.24 (2 Nos.) | 159 | 91 | 16 |

4.0 OBJECTIVES OF CSM SERVICES

The objectives of the CSM Consulting Services are:

- (a) to ensure that high quality construction is achieved and delivered to the "Owner" with ensuring that all work is carried out in full compliance with the engineering design, technical specifications and other contract documents;
- (b) to demonstrate efficacy of contract supervision & management by external agencies experienced in this field of work; and
- (c) to promote technology transfer either through joint ventures between expatriate and local firms or by deployment of Firm's own staff.

5.0 SCOPE OF SERVICES

5.1 Arrangements for Engagement of Consultants

The Department of Water Resources (DoWR), Project Management Unit (PMU), Government of Odisha, in its role as "Employer / Owner", will employ a National Consultancy firm to assist Executive Engineers (Project Managers) in monitoring, on-site supervision, management of civil works contract and construction including Time control, Cost control and Quality control aspects of the works contracts. For this purpose the Consultancy firm will provide teams of experts, resident engineers and support staff at different sub-project offices during construction season excluding monsoon months for supervision and construction management of civil work contracts. Normally the civil work packages will have 24 calendar months for completion and considering staggered start, it has been planned to complete all civil works packages within 33 calendar months. It is contemplated that the Consultancy firm will provide two sub-project supervisory teams each for Machhagaon and Pattamundai and one each for MCII sub-project, HLC Range-I sub-project and one each in medium irrigation sub-projects. The Team Leader will directly report to the Chief Engineer-cum-Project Director, PMU while the supervisory team members will report to respective Project Managers of respective sub-projects to assist them in supervision and management of civil work contracts. The Institutional Strengthening and project Management Consultant (ISPMC) will provide necessary guidance to the CSM Consultant.

Each supervisory team will consist of highly qualified and experienced experts, who can carry out all the routine supervision of construction activities as a fully competent and independent unit.

The organization mechanism (on site) will ensure thorough coordination of the teams, so that each team is at all times fully aware of the remedies to common problems used by the other teams, and so that the full experience of all the members of the teams as well as that of the Team Leader and his staff can be applied as necessary for all on site contract packages. As a minimum, coordination will involve weekly or bi-weekly visits by the Team Leader (whose duty station is on site of Consultants main office) to each of the job sites related to all the packages and regular (weekly , bi-weekly, monthly or quarterly) meetings—to be determined- at SIO/ PMU Offices. Each of these coordination meetings will be attended by a representative of the PMU/SIO having authority to make binding decisions on behalf of the Employer.

5.2 Overall Duties and Responsibilities of the Consultant

The consultant shall assist the PMU staff and Project Managers to carry out all the duties normally associated with supervision and management of construction activities. This will include but is not limited to checking contractors' insurances/ guarantees/ bonds and the review of contractors' progress.

The Consultant and the assigned supervision team will be at site as their duty station. The overall duties of the Consultant and the site supervision team is to assist Project Manager in contract administration and in monitoring and supervising the daily Construction Works of the project. Other duties and responsibilities of the Consultant include:

- (a) Assistance to Project Manager to approve the contractor's work program; the setting out of the works; the Contractors' key personnel, materials and sources of materials.
- (b) Provide Project Monitoring Services by adopting the standard project management software (e.g. MS Project) and other appropriate software tools to ensure effective planning, scheduling, and work programming with time and cost controls. The Consultant shall identify the critical activities, delay matrix and recommend corrective actions both to the construction contractor and the SIO/PMU.
- (c) Ensure that the construction work is accomplished in accordance with the technical specifications and other provisions of the Contract Documents.
- (d) To identify construction problems and delays and recommend to the Project Manager for actions to expedite progress if the Works fall behind schedule;
- (e) To advise the Project Manager on all matters relating to compensation events and disputes of the Contractor and to make recommendations thereon, including the possible recourse to arbitration.
- (f) To prepare a Construction Supervision and Quality Control Manual outlining routines and procedures to be applied in contract management, construction supervision and administration.
- (g) To check all quantity measurements and calculations required for payment purposes and ensure that all measurements and calculations are carried out in a manner and at the frequencies specified in the contract documents.
- (h) To supervise the Contractor in all matters concerning safety and care of the works (including the erection of temporary directional and advisory signage) and, if

required, to request the Contractor to provide any necessary lights, guards, fencing, and watchmen;

- (i) To monitor and check the day-to-day quality control and quantity measurements of the works carried out under the Contract and countersign the monthly payment certificates when the quality of the works is satisfactory and the quantities are correct. The Consultant shall draw the Engineer's attention to any instances of non-conformance of the Contractor's works with the technical specifications;
- (j) To carry out such duties under the terms of the Contract which may from time to time be directed in writing by the Project Manager
- (k) To monitor that contractor is complying with the stipulated conditions of contract agreement related to environmental and social aspects and submit monthly/quarterly report on the compliance to PMU

5.3 Detailed Scope of Work

5.3.1 Construction Supervision and Contract Management

- Work as the Engineer or Employer's Representative within the context of the Conditions of Contract
- Study the technical specifications that are provided by PMU as a part of the contract documents, designs and drawings of various components for the canal works.
- Review and recommend for approval the contractor's detailed work program, method statement for construction and commissioning, availability and ensuring the adequacy of contractors' inputs in terms of materials, equipment, construction machinery and human resources in accordance with the provisions contained in the work specifications / general conditions of contract / particular conditions of contract.
- Assist Project Manager's representative in recording Initial ground levels taken in presence of the authorized representative of the construction contractor. The Consultant shall check and verify the governing ground levels and data relating to the site and its interface with the designs and drawings provided for implementation and give an expert opinion with regard to reaching a solution in case there are significant variations in these levels and data.
- Check and evaluate the contractor's mobilization on site with respect to machinery and personnel related to the project construction as per the provisions of the contract and their suitability and acceptability on site within the framework of the work and advise the Project Manager for granting permission to start the work.
- Assist Project Manager's representative to set out on the ground the alignment of the Canal, location of the Canal structures and other works as per the standard engineering practices based on the dimensions and data provided in the approved construction drawings.
- The Consultant shall supervise the works that are executed by the construction contractor on a day-to-day basis through a team of site engineers and ensure that all the works are executed as per the technical specifications and in consonance with the work program approved by the SIO.

- Monitor and enforce, as detailed in the Contractor's Safety Manual, the measures established to ensure safety of the workers, other project personnel, the general public and works
- Monitor compliance by the contractor of the stipulated conditions related to environment and social aspects
- Assist the Project Manager in fulfilling his obligations as specified in the contract within the specified timeframe.
- Assist Project Manager in efficient contract management, the time control, quality control and cost control clauses of the Contract shall be scrupulously monitored. The consultant shall assist the Project Manager in periodic inspection of works.
- Assist Project Manager's representatives to write daily site diary which shall record all events pertaining to the administration of the Contract, requests from and orders given to the Contractor, and any other information which may at a later date be of assistance in resolving queries concerning execution of the works;
- Preparing Construction and Operation Monthly Progress Reports in agreed formats for each sub-project in suitable project monitoring software, including physical and financial progress, reports on variations, time-extensions, problems and issues etc.
- Regularly monitoring physical and financial progress against the milestones as per the Contracts so as to ensure completion on time;
- Basing on "Request for Inspection" made by the contractor, the consultant shall assist the Project Manager or his representative in inspecting the work.
- Assist Project Engineer in checking all quantity measurements and calculations required for payment purposes and ensure that all measurements and calculations are carried out in a manner and at the frequencies specified in the contract documents;
- Assist Project Manager's representatives in evaluating and processing contractors' requests for interim payment
- To identify construction problems and delays and recommend to the Project Manager actions to expedite progress if the Works fall behind schedule;
- Assist Project Manager to interpret and apply various provisions of the contract documents with respect to the Contractor's conformance and compliance with his contractual obligations in general and with respect to compensation events leading to time extension, variations, additional compensation or payment of extra cost and disputes raised by the Contractor in particular and recommending appropriate decisions;
- To prepare detailed recommendations to the Project Manager for contract change orders and addenda, as necessary, to ensure the best possible technical results are achieved with the available funds;
- To advise the Contractor to carry out all such works or to do such things as may be necessary in his opinion to avoid or to reduce the risk of any emergency affecting the safety of life or of the works or of adjoining property.
- To assist the Project Manager with the execution of the Taking Over by the Employer from the Contractor of each Contract and preparing lists of deficiencies which need to be corrected.
- Assist Project Manager in checking the As-Built drawings of structures that are submitted by the contractor on completion of work.
- Assist Project Manager in preparation of completion report of the work.
- Any other work that is needed for application of state-of-the-art technology for Construction Management and transfer of technology to SIO/PMU staff.

- Examine, evaluate and submit a report to the Project Manager on evaluation of the Technical Bid presented by the construction contractors in response to the Notice Inviting Tenders (NIT) issued by the PMU/SIO, as per the evaluation criteria contained in the bid document.
- Examine, evaluate and submit a report to the Project Manager on evaluation of the Price Bid presented by the construction contractors whose Technical Bids are declared to be significantly responsive to the bid documents and are opened for price evaluation. Compare the prices quoted by the construction contractor with PMU Schedule of Rates (SOR) / prevailing market rates through a process of rate analysis wherever required and give an opinion about the reasonability and workability of the price quoted by the contractor.

5.3.2 Quality Assurance & Control

- Review and recommend to the Project Manager for approval of the contractor's detailed Quality assurance & control plan for different component of work in accordance with contract provision.
- Consultant shall ensure a system for the quality assurance of the works. The system of control of quality of materials and completed works shall include sampling methods and acceptance criteria. The sampling methods and the acceptance criteria shall be based on the Technical Specification provided in contract documents, and the recommendations of the relevant latest BIS codes, PMU's quality manual and other relevant publications and international practices.
- Review the suitability of sources of materials and their quality on the basis of inspection, test results and/or manufacturer's certificates.
- To check Contractor's field laboratory to conduct different quality control tests, calibration of equipment as per standard frequency specified in relevant BIS / specification and impart training to Contractor' personnel to conduct different tests.
- The Consultant shall witness contractor's concrete mix design and ensure that cement content should be minimum possible / optimum for various grade of concrete prescribed as per IS 456-2000.
- The Consultant shall undertake random representative sample checks as instructed by the Project Manager, independently for quality control in presence of representative of contractor and Project Manager. The Consultant shall use laboratories of PMU/ Field Lab of Contractor / Lab of Engineering colleges / Govt. approved Laboratory performing desired tests which is better suited for timely quality control of work. The Consultant shall have full access to witness / supervise all the tests in contractor's laboratory during contract implementation period.
- The Consultant shall check all the records required to be maintained as per quality assurance plan of contractors periodically.
- The Consultant shall review curing arrangement to ensure profuse curing be done in accordance with construction contract specifications.
- The Consultant shall also furnish the summary of QC test results of all material of construction in each activity of work and O.K. cards as prescribed by the PMU and furnish a QC certificate (regarding quality of material, workmanship and performance) and issue no objection certificate for payment of contractor's invoices.

- The Consultant shall supervise the works that are executed by the construction contractor through a team of site engineers and ensure that all the works are executed as per the specifications and in consonance with the quality assurance plan approved by the PMU.
- The Consultant shall assist Project Manager's representative in checking and approving the reinforcement bar bending schedules given by the contractor as per the designs and drawings approved by the PMU. Concreting shall be allowed only after the bar bending schedules and the resultant reinforcement placed in the structure is approved.
- If the Consultant considers any item of work is substandard or unacceptable, he shall inform the Project Manager and the contractor for any rectification required in writing immediately with full justification thereof.
- To perform all other duties not covered above to ensure that high quality construction is achieved and delivered to the "Owner".

6.0 SPECIFIC TERMS OF REFERENCE:

Team Leader/Construction Management Specialist

The Team Leader will need to be a professionally qualified graduate chartered civil engineer with not less than fifteen years' experience in (i) designing (ii) project management and (iii) contract management in major projects in the field of Water Resources development. The Team Leader shall be solely responsible for the construction supervision and management of the civil works of the sub-projects of the Program. He/she shall also be responsible for overseeing the implementation of due diligence aspects into contractual agreements under the project. He will report directly to the PMU Project Director. The Team leader should be competent in planning, designing, contractual management, resolving problems, quality maintenance, budgeting and financial control, progress monitoring, international procurement procedures, communication skills and documentation. The specific tasks include:

- (i) Assist the Chief Engineer-cum-Project Director and other staff in the day-to-day management of construction works and related activities.
- (ii) Assist the Chief Engineer-cum-Project Director and other staff in planning, control and management of the teams' work.
- (iii) Assist in monitoring progress, evaluating results and identification and resolution of constraints.
- (iv) Prepare reports including inception, monthly, end of season and final reports.
- (v) Assist in developing a construction management system for the works;
Provide
- (vi) Assist in developing Quality assurance & control plan.

Construction Management Engineer

The Construction Management Engineers shall be senior graduate engineers with not less than twelve years of experience in managing and supervising construction works within the water sector. The tasks will be to assist Project Manager in performing the following activities:

- (i) Review and approve the construction methodology and schedule submitted by the contractor;
- (ii) Implement a construction management system for the works;
- (iii) Check contractors' setting out;
- (iv) Taking measurements for the purpose of certifying payments and claims;
- (v) Quantity control of the materials and works;
- (vi) Coordination with the relevant authorities on site during construction;
- (vii) Keep daily records of all aspects of their supervision works;
- (viii) Approve the materials and equipment brought by the contractor;
- (ix) Prepare and implement any minor adjustment required to the drawings and plans;
- (x) Monitor the environmental impact during construction;
- (xi) Check monthly measurement of work and certify payment;
- (xii) Ensure co-ordination between contracts and contractors, that the authorities and the public are continually informed and consulted on the works program;
- (xiii) Ensure that complaints from the public and other stakeholders are attended to expeditiously and take the necessary action to resolve any conflicts arising;
- (xiv) Ensure that any dispute arising with day to day work is resolved at site level;
- (xv) Advise Project Manager on claims, disputes and defect corrections certification;
- (xvi) Report progress, trends which are likely outcome of contracts and other information required to the PMU;
- (xvii) Ensure that comprehensive records of the construction works are maintained; and
- (xviii) Supervise commissioning on completion and that as built records and that appropriate operation and maintenance manuals are prepared.
- (xix) Any other duties assigned by Team Leader/ Chief Engineer-cum-Project Director, relevant to the investment Program.
- (xx) Provide assistance to the Project Managers for total performance of the contract including compliance to all conditions of contract contained in the NCB contract that is awarded by PMU to the construction contractor.
- (xxi) In case of disputes relating to interpretation of general conditions of contract, conditions of particular applications, work specifications as well as the billing by the contractor and payment by Project Manager, the Consultant shall prepare necessary brief with required documentation for consideration at the level of the Adjudicator, if invoked by the contractor, and make presentations before him.
- (xxii) The Consultant shall also provide technical support to the PMU for resolution of the disputes.

Quality Control Engineer

The Quality Control Engineers shall be senior civil graduate engineers with not less than twelve years of experience in managing and supervising construction works within the water sector. The tasks will be to assist Project Manager in performing the following activities:

- (i) Review and approval of the contractor's detailed Quality assurance & control plan for different component of work in accordance with contract provision;
- (ii) Supervision and monitoring the Contractor's activity to ensure satisfactorily standards, quality assurance, control of workmanship and progress;

- (iii) Review the suitability of sources of materials and their quality on the basis of inspection, test results and/or manufacturer's certificates;
- (iv) Check Contractor's field laboratory to conduct different quality control tests, calibration of equipment as per standard frequency specified in relevant BIS / specification and impart training to Contractor' personnel to conduct different tests;
- (v) The QC Engineer shall check all the records required to be maintained by the contractor as per quality assurance plan periodically;
- (vi) Assist Project Manager's representative in checking and approving the reinforcement bar bending schedules given by the contractor as per the designs and drawings approved by the PMU;
- (vii) Check contractor's concrete mix design and ensure that cement content should be minimum possible / optimum for various grade of concrete prescribed as per IS 456-2000;
- (viii) To perform all other duties not covered above to ensure that high quality construction is achieved and delivered to the "Owner".

Resident Engineers

The Resident Engineers shall be civil graduate engineers with not less than seven years of experience in managing and supervising construction works within the water sector. The tasks will be to assist Construction Management Engineer and Project Manager in performing the following activities:

- (i) Check contractors' setting out;
- (ii) Taking measurements for the purpose of certifying payments and claims;
- (iii) Quantity control of the materials and works;
- (iv) Coordination with the relevant authorities on site during construction;
- (v) Keep daily records of all aspects of their supervision works;
- (vi) Approve the materials and equipment brought by the contractor;
- (vii) Prepare and implement any minor adjustment required to the drawings and plans;
- (viii) Monitor the environmental and social impacts during construction and submit monthly reports;
- (ix) Check monthly measurement of work and certify payment;
- (x) Ensure co-ordination between authorities and contractors, that the authorities and the public are continually informed and consulted on the works program;
- (xi) Ensure that complaints from the public and other stakeholders are attended to expeditiously and take the necessary action to resolve any conflicts arising;
- (xii) Ensure that any dispute arising with day to day work is resolved at site level;
- (xiii) Advise Project Manager on claims, disputes and defect corrections certification;
- (xiv) Report progress, trends which are likely outcome of contracts and other information required to the PMU;
- (xv) Ensure that comprehensive records of the construction works and testing are maintained; and
- (xvi) Supervise commissioning on completion and that as built records and that appropriate operation and maintenance manuals are prepared.
- (xvii) Any other duties assigned by Team Leader/ Chief Engineer-cum-Project Director, relevant to the investment Program.

7.0 Environmental Safeguards Compliance

The consultant will check and ensure that the contractors have adequately adhered to the following elements;

-
- Adherence to Social safeguards Policy of Government of Odisha and ADB;
 - Compliance with the Environmental Management Plan (EMP) of the Sub-project during construction.

Environmental Management Plan (EMP) Implementation

SCOPE OF WORK:

- Assist SIOs in the implementation of EMP as defined in the Initial Environmental Examination (IEEs) Reports;

Assist PMU in training the site inspectors and associated staff on EMP implementation aspects, including monitoring schedules and formats, and reporting, by CSM assigned Safety Officers and Environmental Coordinator;

- Ensure systematic implementation of Environmental Management Plan (EMP) using environmental parameters and formats which have been developed by the project, as referenced in Subproject Initial Environmental Evaluation (IEEs);
 - Identify the locations of environmental monitoring with assistance from PMU Environmental Specialist as needed;
- Undertake scheduled sampling/testing as part of environmental monitoring (i.e. carrying out testing of surface water, ground water, silt, soil, and noise as applicable) as stipulated in EMP of each sub projects in consultation with the concerned SIO Manager;
 - The environmental testing and monitoring shall be as per the suggested frequency as detailed in the IEE Chapter 8 section Environmental monitoring Plan and the test reports shall be submitted to SIO/ Executive Engineer on a monthly basis —as part of monthly reporting on EMP
- Assist the SIOs for ensuring the civil works contractors comply with all the regulatory and statutory requirements of Government and ADB safeguards Policy as described in the IEEs and EMP of subprojects
- Ensure monitoring reporting by Contractors (in the format attached) is submitted to SIO/ Executive Engineer on a monthly basis.
- Assist the PMU and ISPMC Environment Specialist during field visits and for undertaking reviews of status and progress of EMP implementation

7.0 STAFFING LEVELS AND EXPECTED DURATION

The table in Sec 7.2 shows project staffing requirements. It has been estimated that the Consultant shall provide 1 Junior Environmental Specialist for 4 major sub-projects & 1 JES for all the 3 medium irrigation sub-projects 2 Resident Engineers each at Pattamundai and Machhagaon major irrigation sub-project site and one Resident Engineer each in balance sub-projects; provide one Construction Management Engineer(CME) and one Quality Control Engineer(QCE) each at Machhagaon and Pattamundai; one CME and one QCE for MCII and HLC Range-I sub-projects and one CME and one QCE for all the 3 medium irrigation sub-projects; provide Team Leader/Construction Management Specialist at Project office at Bhubaneswar. Man months shown for the staff are provisional and changes can be recommended by the Consultant at the time of proposal submission.

CVs of proposed staff shall be provided with the Consultant's submission to the RFP. Staff complement shall be presented both in tabular and bar chart format indicating the estimated staff months of each category of staff for the PMU/DOWR's evaluation of technical / financial proposals.

7.1 Duty Station for Site Supervision Team

Duty station for the site supervision team will be on site with visits as required to the PMU/DOWR offices in Bhubaneswar for progress meetings and supervision discussions as required by PMU/DOWR. The consultant will be required to make arrangements for accommodation of their site supervision team personnel at their duty station nearby the construction site. The accommodation and operating costs should include all required travel fares, office supplies, vehicle rental, and all arrangements and costs for the team to be self-sufficient at the duty station site (Consultants Subproject office).

7.2 Consultant's Key Professional and Support Staff:

The consultant shall deploy and put in place on site, the following key professional staff (input durations are provisional):

Table 2 - Consultant's Key Professional

| SL No. | Position | Qualification | Experience | Input months |
|--------|---|---------------|--|--------------|
| 1 | Team Leader/ Construction Management Specialist | B.E. (Civil) | 15 years plus as a Team Leader in infrastructure projects with experience in construction planning & management and contract management. | 24 |
| 2 | Construction Management Engineer (4 nos.) | B.E. (Civil) | 12 years plus as a site engineer in water resources/ infrastructure projects with experience in managing and supervising construction works. | 96 |
| 3 | Quality Control Engineer (4 nos.) | B.E. (Civil) | 12 years plus as a site engineer having experience in quality assurance of irrigation, water resources and/or major infrastructure projects. | 96 |

| SL No. | Position | Qualification | Experience | Input months |
|--------|--|---------------|---|--------------|
| 4 | Resident Engineers (two each for 2 major projects Machhagon and Pattamundai, one for each 2 major project MCII and HLC-I and 3 for 3 medium projects and MCII) 9 positions | B.E. (Civil) | 7 years plus as a site Engineer in civil engineering infrastructure projects. | 216 |
| | | | Total | 432 |

7.3 Other Support Staff

The consultant should also provide approximately (i) 168 person months of Quality control Assistants time, (ii) 168 person-months of quantity survey attendant's time, (iii) 192 p-m for CAD 8 operators; (iv) 24 p-m for office manager, (v) 24 person months of Accountant's time and (vi) 216 person months of 9 office attendant's time. (vii) 2100 person month for survey attendant. Total inputs are 2892 p-m.

8.0 REPORTING REQUIREMENTS AND TIME SCHEDULE FOR DELIVERABLES:

8.1. Progress reporting:

The Consultant shall prepare and submit monthly reports of the works, fully describing them by relevant progress of the works and indicating the problem areas and actions required to overcome authority. The Consultant shall also prepare and submit End-of-the season report at the end of each working season describing the progress of the works package wise and indicating the problem areas and actions required to overcome authority. The Consultant shall also prepare and submit Package Completion Report on completion of works of a civil work package.

Within one month of mobilization, the Consultant shall prepare and submit Inception Report describing the working methodology and work program for the services. The Consultant will prepare and submit Final Report of the Services on completion of the Services.

8.2 Schedule of Reporting and Deliverables:

The Consultant is responsible for providing information and reports on the on-going activities and progress of work. The consultant is required to submit, for each sub-project, the following reports to the Project Manager/ Chief Engineer-cum-Project Director in English. All reports should be submitted as required below and in an electronic and hard copy format. All reports should contain an executive summary not exceeding two pages.

- (i) Inception report in 5 copies plus a soft copy, one month after the issue of letter of commencement of work. This report should include the related work arrangements, the staff deployment schedule and details of programme of works.
- (ii) Quality Assurance Plan in 5 copies plus a soft copy one months after the commencement of work. The report should include type and nature of QC tests to be conducted, place of testing, acceptance criteria, frequency of tests, standard observation sheets and documentation based on approved construction tender documents.
- (iii) Project Completion Reports on completion of a package in 5 copies plus a soft copy;
- (iv) Reports in 5 copies plus a soft copy at monthly intervals and at the end of each construction season, summarizing financial situation of all work and contracts, progress achieved, difficulties encountered and issue to be resolved.
- (v) Monthly Reports of the EMP implementation monitoring using the monitoring check list and report format signed prepared by CSM consultants with all the relevant documentation, including reported irregularities or non-compliances and recommendations for any corrective action proposed.
 - The reporting system starts with the CSM consultants inspecting/monitoring the civil works sites and construction contractor activities, the main sources which may impose anticipated environmental impact as per the EMP check list (tables of Chapter 8 of IEE). The CSM consultants will report on a monthly basis to SIO / Executive Engineer in the reporting format provided in the IEEs
- (vi) On-going Inventory of Records of Environmental monitoring test results as per the suggested frequency—which may be attached to the Monthly Reports
- (vii) On-site Records of site inspections and monitoring activities retained/filed in CSM offices and SIOs for review and audit based on performance indicators developed by the project, as may be required by PMU/ADB.

Table 3 - Deliverables and Payment Schedule

| Deliverables | Contents | Timeline | % Payment |
|--|---|---|--------------------------|
| On submission and acceptance of Inception Report including Quality Assurance Plan (5 copies plus a soft copy) | The report should include the work arrangements, staff deployment schedule and programme of works. The Quality Assurance plan should include type and nature of QC tests to be conducted, place of testing, acceptance criteria, frequency of tests, standard observation sheets and documentation based on approved construction tender documents. | Within one month after the issue of letter of commencement of work. | 5% of the Contract price |
| On submission and acceptance of Resource Based | Construction Work plan for each contract. Should indicate resources required for completing the work in time | Within one month after the issue of letter of | |

| Deliverables | Contents | Timeline | % Payment |
|--|--|--|-----------------------------------|
| Work plan of Civil work Packages (5 copies plus a soft copy) | with acceptable quality. | commencement of work. | 5% of the Contract price |
| On submission and acceptance of Monthly Monitoring Report (5 copies plus a soft copy) | The report should include civil works contract wise analysis of physical and financial progress achieved, difficulties encountered and issue to be resolved. The report should also include monthly Environmental monitoring report in the reporting format provided in respective IEEs. | 10 th of succeeding month | 80% of the monthly Invoice |
| End of Construction season monitoring report (5 copies plus a soft copy) | The report should include civil works contract wise analysis of physical and financial progress achieved, revision of work plan if needed, difficulties encountered and issue to be resolved. | 31 st July of each year | Payment is linked to Final Report |
| Financial Year ending report | The report should include civil works contract wise analysis of physical and financial progress achieved, difficulties encountered and issue to be resolved. | 30 th April of each year | Payment is linked to Final Report |
| Contract Completion Reports (5 copies plus a soft copy) | As per standard format acceptable to ADB | Within one month of completion of any contract | Payment is linked to Final Report |
| On submission and acceptance of Final Report (5 copies plus a soft copy) | It should include summary of all above reports, difficulties encountered in implementation of civil works and lessons learnt. | End of the contract period | 10% of the Contract price |

8.3 Review & Coordination Meetings:

Monthly review and coordination meetings shall be held with the Consultant's team leader and expert / specialist team members and representative of contractors shall be held with the Project Manager/ Superintending Engineer to review the construction works.

A Quarterly review and co-ordination meeting with the Consultant's team leader & expert specialist team members and contractors shall be held with the Chief Engineer-cum-Project Director, PMU at Bhubaneswar in order to review implementation and progress of the assignment. During the meeting the Consultant shall also provide a video recording encompassing all major components of the project and appraise about the program during the quarter through a Microsoft Power Point / Multimedia presentation. All the suggestions comments that are made during such meetings shall be implemented by the Consultant and construction Contractors.

9.0 Consultant's Office and Equipment:

The Consultant shall be responsible for operating and maintaining one Program office and 7 sub-project offices including all office equipment, supplies and communications and transport at suitable locations in the Project area for efficient and coordinated performance of its Services.

All the Key Personnel shall be deployed at these offices as specified in the Staffing Schedule. The authorized officials of PMU may visit the Consultant's Offices any time during office hours for inspection and interaction with the Consultant's Personnel. It is not expected of the Consultant to carry out the operations from the Head/Home Office.

The Consultant shall mobilize and demobilize its Professional Personnel and Support Personnel with the prior concurrence of Chief Engineer-cum-Project Director, PMU and shall maintain the time sheet/ attendance sheet of all Personnel. These time sheets/ attendance sheets shall be made available to the Authority as and when asked for and a copy of such record shall be submitted to the Authority at the end of each calendar month countersigned by the respective EEs.

After completion of Program the equipment and other items purchased under Program shall be handed over to the PMU.

10.0 Payment:

Team Leader cum Construction Management Specialist will submit "monthly time sheets" of each key professional and support staff indicating the daily activities done and presence in the assigned area countersigned by the respective Executive Engineers (regarding the successful delivery of inputs by individual staff member) to the Chief Engineer cum Project Director along with the monthly invoice .

Payments to the Consultant will be made as per the Table- 3 Deliverables and Payment schedule.

110 CLIENT'S INPUT AND COUNTERPART PERSONNEL

(a) Services, facilities and property to be made available to the Consultant by the Client:

- Access to all relevant reports, studies, data, photographs, maps and institutions, access to all sites for surveys and investigations.
- Counterpart staff to work with the consultants' team.
- Assistance to procure all necessary administrative documents including but not limited to visas, exchange control documentation, import licenses, resident's visas.

(b) Professional and support counterpart personnel to be assigned by the Client to the Consultant's Team

- Professional counterpart personnel support will be provided by subproject Executive Engineer(s).
- Support for carrying out field studies, including permission to use facilities such as Guest Houses, payable at the official rates where possible, in connection with their official duties.

Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

Checklist of Required Forms

| Required for FTP, STP or BTP, (√) | | | FORM | DESCRIPTION | Page Limit | | |
|-----------------------------------|-----|-----|-------------------|--|------------------------------------|-----|-----|
| FTP | STP | BTP | | | | | |
| √ | √ | √ | TECH-1 | Technical Proposal Submission Form. | | | |
| √ | √ | √ | TECH-1 Attachment | Proof of legal status and eligibility | | | |
| “√ “ If applicable | | | TECH-1 Attachment | If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement. | | | |
| “√” If applicable | | | Power of Attorney | No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members | | | |
| FTP | STP | BTP | | | FTP | STP | BTP |
| √ | | | TECH-2 | Consultant’s Organization and Experience. | | | |
| √ | | | TECH-2A | A. Consultant’s Organization | 2 | n/a | n/a |
| √ | | | TECH-2B | B. Consultant’s Experience | 20 | n/a | n/a |
| √ | | | TECH-3 | Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client. | <i>[See footnote]³</i> | | |
| √ | | | TECH-3A | A. On the Terms of Reference | n/a | n/a | n/a |
| √ | | | TECH-3B | B. On the Counterpart Staff and Facilities | 2 | n/a | n/a |
| √ | √ | | TECH-4 | Description of the Approach, Methodology, and Work Plan for Performing the Assignment | 50 | 10 | 1 |
| √ | √ | √ | TECH-5 | Work Schedule and Planning for Deliverables | n/a | n/a | n/a |
| √ | √ | √ | TECH-6 | Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV) | 5 | 5 | 5 |

³ For the FTP, the total number of pages for combined forms TECH-3(FTP) and TECH-4 (FTP) should not exceed 50. A page is defined as one printed side of A4 or letter-size paper.

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RFP: "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope" or, if only a Technical Proposal is invited "We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope."].

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

OR

If the Consultant's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and country of each Sub-consultant.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6.
- (e) Neither we, nor our JV/associate partners/ sub-consultants or any of the proposed experts prepared the TOR for this consulting assignment
- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.

- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.]

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name):

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

CONSULTANT’S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant’s organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant’s Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant’s role/involvement.

A - Consultant’s Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership⁴.

B - Consultant’s Experience

1. List only previous similar assignments successfully completed in the last [..10...] years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

| Duration | Assignment name/& brief description of main deliverables/outputs | Name of Client & Country of Assignment | Approx. Contract value (in US\$ or EURO)/ Amount paid to your firm | Role on the Assignment |
|----------------------------|--|--|--|------------------------------------|
| {e.g., Jan.2009– Apr.2010} | {e.g., “Improvement quality of.....”: designed master plan for rationalization of; } | {e.g., Ministry of, country} | {e.g., US\$1 mill/US\$0.5 mill} | {e.g., Lead partner in a JV A&B&C} |
| | | | | |

⁴ Beneficial ownership shows all owners and major shareholders of the company, including any person or entity who enjoys the benefit of ownership including, but not limited to power of control and influence of the business transactions, receiving dividends or profit share. This includes direct or indirect ownership of the company (e.g. ownership by close relatives).

| Duration | Assignment name/& brief description of main deliverables/outputs | Name of Client & Country of Assignment | Approx. Contract value (<i>in US\$ or EURO</i>)/ Amount paid to your firm | Role on the Assignment |
|----------------------|---|---|--|-------------------------------|
| {e.g., Jan-May 2008} | {e.g., "Support to sub-national government....." : drafted secondary level regulations on.....} | {e.g., municipality of....., country} | {e.g., US\$0.2 mil/US\$0.2 mil} | {e.g., sole Consultant} |
| | | | | |

form TECH-3 (for Full Technical Proposal)

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Include comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

Form TECH-4 (for Full Technical Proposal Only)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}
- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

Form TECH-4 (for Simplified Technical Proposal Only)

| | | | | | | | | | | | | | | |
|------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| | 6) delivery of final report to Client} | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| D-2 | {e.g., Deliverable #2:.....} | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| n | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

Form TECH-6 (for FTP, STP and BTP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

| N° | Name, Nationality and DOB | Expert's input (in person/month) per each Deliverable (listed in TECH-5) | | | | | | | | | | Total time-input (in Months) | | |
|----------------------|------------------------------------|--|---------|-----------|-------|-------|-------|-------|--|--|-----------------|------------------------------|-------|-------|
| | | Position | | D-1 | D-2 | D-3 | | D-... | | | | Home | Field | Total |
| KEY EXPERTS | | | | | | | | | | | | | | |
| International | | | | | | | | | | | | | | |
| K-1 | {e.g., Mr. Abbbb, PAK, 15.06.1954} | [Team Leader] | [Home] | [2 month] | [1.0] | [1.0] | | | | | | | | |
| | | | [Field] | [0.5 m] | [2.5] | [0] | | | | | | | | |
| K-2 | e.g., Mr. Xxyyy, USA, 20.04.1969} | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| K-3 | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| National | | | | | | | | | | | | | | |
| n | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | Subtotal | | | |

| NON-KEY EXPERTS | | | | | | | | | | | | |
|-----------------|--|--|---------|--|--|--|--|--|-----------------|--|--|--|
| N-1 | | | [Home] | | | | | | | | | |
| | | | [Field] | | | | | | | | | |
| N-2 | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| n | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | Subtotal | | | |
| | | | | | | | | | Total | | | |

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence, at Client's request.

 Full time input

 Part time input

Form TECH-6

(CONTINUED)

CURRICULUM VITAE (CV)

| | |
|-------------------------------|---|
| Position Title and No. | {e.g., K-1, TEAM LEADER} |
| Name of Firm | <i>Insert name of firm proposing the expert</i> |
| Name of Expert: | {Insert full name} |
| Date of Birth: | {day/month/year} |
| Citizenship | |

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, *type of employment (full time, part time, contractual)*, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

| Period | Employing organization and your title/position. Contact information for references | Country | Summary of activities performed relevant to the Assignment |
|--------------------------|--|----------------|---|
| [e.g., May 2005-present] | [e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Bbbbbb, deputy minister] | | |
| | | | |
| | | | |

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

| Detailed Tasks Assigned on Consultant's Team of Experts: | Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks |
|--|--|
| {List all deliverables/tasks as in TECH- 5 in which the Expert will be involved) | |
| | |
| | |

Expert's contact information: (e-mail....., phone.....)
Certification:

I, the undersigned, certify to the best of my knowledge and belief that

(i) *This CV correctly describes my qualifications and experience*

(ii) *I am not a current employee of the Executing or the Implementing Agency*

(iii) *In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in Form TECH 6 provided team mobilization takes place within the validity of this proposal.*

(iv) *I was not part of the team who wrote the terms of reference for this consulting services assignment*

(v) *I am not currently debarred by a multilateral development bank*

(vi) *I certify that I have been informed by the firm that it is including my CV in the Proposal for the {name of project and contract}. I confirm that I will be available to carry out the*

assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.

If CV is signed by the firm's authorized representative:

(vii) I, as the authorized representative of the firm submitting this Proposal for the {name of project and contract}, certify that I have obtained the consent of the named expert to submit his/her CV, and that s/he will be available to carry out the assignment in accordance with the implementation arrangements and schedule set out in the Proposal, and confirm his/her compliance with paras (i) to (v) above.

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

_____ Date: _____

[Signature of expert or authorized representative of the firm]⁵

Day/Month/Year

Full name of authorized representative:

⁴ This CV can be signed by a senior representative of the Consultant provided during proposal submission. If the Consultant's proposal is ranked first, a copy of the CV signed by the expert and/or specialist must be submitted to the Client prior to the commencement of contract negotiations.

Section 4. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

NOTE: The authorized representative of the Consultant who signs the Proposal is advised to initial all pages of the original Financial Proposal.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Other Expenses, Provisional Sums and Contingency

Form FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

(Location, Date)

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, [Insert "including" or "excluding"] of all indirect local taxes in accordance with Clause 25.2 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

Commissions, gratuities or fees paid or to be paid by us to an agent or any other party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

| Name and Address of Agent(s)/Other party | Amount and Currency | Purpose of Commission or Gratuity |
|---|------------------------|--------------------------------------|
| _____ | _____ | _____ |

{If no payments are made or promised, add the following statement: "No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and, in the case of award, Contract execution."}

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached.}

Form FIN-2 Summary of Costs

| Item | Cost | | | |
|--|---|--|--|--|
| | {Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet. Payments will be made in the currency(ies) expressed. Delete columns which are not used.} | | | |
| | {Insert Foreign Currency # 1} | {Insert Foreign Currency # 2, if used} | {Insert Foreign Currency # 3, if used} | {Insert Local Currency, if used and/or |
| Competitive Components | | | | |
| Remuneration, Key Experts | | | | |
| Remuneration, Non-Key Experts | | | | |
| Reimbursable Expenses | | | | |
| Sub-Total | | | | |
| Non-Competitive Components | | | | |
| Provisional Sums | | | | |
| Contingency | | | | |
| Sub-Total | | | | |
| Total Cost of the Financial Proposal ⁶ | | | | |
| Indirect Local Tax Estimates ⁷ | | | | |
| (i) {insert type of tax e.g., VAT or sales tax } | | | | |
| (ii) {e.g., income tax on non-resident experts } | | | | |
| (iii) {insert type of tax } | | | | |
| Total Estimate for Indirect Local Tax: | | | | |

⁶ Should match the amount in Form FIN-1.

⁷ To be discussed and finalized at the negotiations if the Contract is awarded.

*Form FIN-3 Breakdown of Remuneration*⁸

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

| No. | Name | Nationality | Currency | Person-month Remuneration Rate (Home) | Time Input in Person/Month (from TECH-6) (Home) | {Currency 1- as in FIN-2} | {Currency 2- as in FIN-2} | {Currency 3- as in FIN-2} | {Local Currency- as in FIN-2} |
|---|-------------------------|-------------|----------|--|--|---------------------------|---------------------------|---------------------------|-------------------------------|
| | Position (as in TECH-6) | Firm | | Person-month Remuneration Rate (Field) | Time Input in Person/Month (from TECH-6) (Field) | | | | |
| KEY EXPERTS (International) ⁹ | | | | | | | | | |
| 1. | | | | | | | | | |
| | | | | | | | | | |
| 2. | | | | | | | | | |
| | | | | | | | | | |
| Sub-Total Costs | | | | | | | | | |

⁸ In the case of selections that do not include cost as an evaluation factor (i.e., QBS, CQS, and SSS), the Client may use an expanded version of this Form to add columns to request social charges, overhead, other charges (such as premium for field assignments in difficult locations) and the multiplier.

⁹ As identified in the Summary and Personnel Evaluation Sheet.

| KEY EXPERTS (National) | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| 1. | | | | | | | | | |
| | | | | | | | | | |
| 2. | | | | | | | | | |
| | | | | | | | | | |
| Sub-Total Costs | | | | | | | | | |
| Total Costs: Key Experts (International and National) | | | | | | | | | |
| NON-KEY EXPERTS | | | | | | | | | |
| 1. | | | | | | | | | |
| | | | | | | | | | |
| 2. | | | | | | | | | |
| | | | | | | | | | |
| Total Costs: Non-Key Experts | | | | | | | | | |
| TOTAL COSTS: KEY AND NON-KEY EXPERTS | | | | | | | | | |

Consultant's Representations Regarding Costs and Charges

(Expanded form to Fin-3 – QBS, CQS, and SSS)

(Expressed in [insert name of currency])*

| <i>Personnel</i> | | <i>1</i> | <i>2</i> | <i>3</i> | <i>4</i> | <i>5</i> | <i>6</i> | <i>7</i> | <i>8</i> |
|-------------------------|-----------------|---|-----------------------------------|-----------------------------|-----------------|---------------------------|--|---|---|
| <i>Name</i> | <i>Position</i> | <i>Basic Remuneration Rate per Working Month/Day/Year</i> | <i>Social Charges¹</i> | <i>Overhead₁</i> | <i>Subtotal</i> | <i>Profit²</i> | <i>Away from Home Office Allowance</i> | <i>Proposed Fixed Rate per Working Month/Day/Hour</i> | <i>Proposed Fixed Rate per Working Month/Day/Hour¹</i> |
| <i>Home Office</i> | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| <i>Client's Country</i> | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

** If more than one currency is used, use additional table(s), one for each currency*

- 1. Expressed as percentage of 1*
- 2. Expressed as percentage of 4*

Sample Form

Consultant:

Country:

Assignment:

Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

(a) *the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;*

(b) *attached are true copies of the latest pay slips of the Experts listed;*

(c) *the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;*

(d) *the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and*

(e) *said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.*

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Form FIN-4 Breakdown Of Other Expenses, Provisional Sums and Contingency

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

| Type of Expenses, Provisional Sums and Contingency | Quantity | Unit | Currency | Unit Price | {Currency # 1- as in FIN-2} | {Currency # 2- as in FIN-2} | {Currency# 3- as in FIN-2} | {Local Currency- as in FIN-2} |
|--|----------|------|----------|------------|-----------------------------|-----------------------------|----------------------------|-------------------------------|
| Reimbursable Expenses | | | | | | | | |
| {e.g., Per diem allowances} | {Day} | | | | | | | |
| {e.g., International flights} | {RT} | | | | | | | |
| {e.g., In/out airport transportation} | {Trip} | | | | | | | |
| {e.g., Communication costs} | | | | | | | | |
| { e.g., reproduction of reports} | | | | | | | | |
| {e.g., Office rent} | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Sub-Total: Reimbursable Expenses | | | | | | | | |
| Provisional Sums | | | | | | | | |
| Item 1 | | | | | | | | |
| Item 2 | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Sub-Total: Provisional Sums | | | | | | | | |
| Contingency | | | | | | | | |
| Total: Reimbursable Expenses + Provisional Sums + Contingency | | | | | | | | |

* Provisional Sums and Contingency must be expressed in the currency indicated in the data sheet.

