

2018

Request for Proposal

For Appointment of Consultant for State Level Technical Cell & City Level Technical Cells under Housing for All Scheme

Principal Secretary

Urban Development & Housing Department, Govt. of Bihar
#159, First Floor, Vikas Bhawan, New Secretariat, Patna - 800 015
Tel.: 0612-2215385, 221550, Fax: 0612-2231566, 2215580

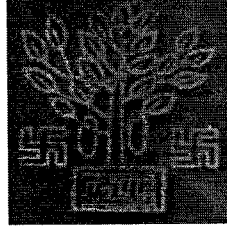
Email: asurbanbihar@gmail.com

Website: www.urban.bih.nic.in



RFP for appointment of Consultant for SLTC & CLTC under HFA

Handwritten signatures and initials: R, M, J, S



Urban Development & Housing Department

(Govt. of Bihar)

Request for Proposal (RFP)

for

For Appointment of Consultant for State Level
Technical Cell & City Level Technical Cells under
Housing for All Scheme

May – 2018

asurbanbihar@gmail.com

www.urban.bih.nic.in

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Disclaimer

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

This RFP is not an agreement or an offer by the BUDA to the prospective Bidder or any other person. The purpose of this RFP is to provide interested parties with information that may be useful for the formulation of their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the BUDA in relation to set up the RFP for "Establishment and Operation of State Level Technical Cell and City Level Technical Cell under Housing for All" under Pradhan Mantri Awas Yojana – Housing for All. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the BUDA, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

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

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

The issue of this RFP does not imply that BUDA is bound to select Bidder or to appoint the Selected Bidder, as the case may be and BUDA reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BUDA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and BUDA shall not be liable in any manner what so ever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.

The Check List

Bidders are requested to check the following points before submitting the bidis:

S. No.	Requirements	Tick if enclosed
1	Proposals have been properly marked superscripted labeled and sealed as required.	
2	Each proposal has been ink signed by the appropriate authority	
	The number of pages of the proposed proposal properly indexed	
3	The audited balance sheet for last 3 years and PL statement have been submitted along with the proposal.	
4	Chartered Accountants certificate for consultancy turnover of 5 Crores (average for last three years) (Form Tech -2)	
5	Tender Fee (Rs. 5000) and EMD (Rs. 5 Lakhs) have been enclosed with the technical proposal	
6	Proof of agency having at least 5 years of experience of providing consultancy services in Urban Sector	
7	Completion Certificstes of all the Assignments/Projects claimed as experience.	
8	CVs have been signed by the Experts	
9	Self Declaration regarding not being debarred or balcklisted by any government department/organization has been enclosed.	
10	In case of Joint Venture, valid documenets stating details of registration, share capital, holding , etc. have been enclosed.	

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Section 1. Letter of Invitation

To,
All Prospective Bidders

Dear Mr./Ms.:

1. The URBAN DEVELOPMENT & HOUSING DEPARTMENT, GOVERNMENT OF BIHAR (hereinafter called "Employer or Client") is executing Projects sanctioned under HOUSING FOR ALL Scheme in the State.
2. The employer invites proposal to provide the following consulting services: **Establishment & Operation of State Level Technical Cell & City Level Technical Cell under Housing for All Scheme.** More details on the services are provided in the Terms of Reference in this RFP document and qualification requirement is at Instructions to Consultants.
 1. A firm will be selected under "Least Cost Selection (LCS)" method and procedures described in this RFP.
 2. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Information to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Forms of Contract
 3. Please inform us in writing at the following address
The Director, Urban Development & Housing Department, Government of Bihar upon receipt:
 - (a) that you have downloaded this RFP document from official website of Urban development & Housing Department, Government of Bihar; and
 - (b) that you will submit the proposal by the date & time indicated in part II of the information to consultants called project specific information.

Yours sincerely,


Director

Bihar Urban Development Agency

Section 2
Instructions to Consultants
Part I

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1. Definitions

- (a) "Assignment/ job" means the work to be performed by the Consultant pursuant to the Contract.
- (b) "BUDA" means Bihar Urban Development Agency; the State Level Nodal Agency (SLNA) for planning, monitoring and implementation of projects proposed/approved under JNNURM/UIDSSMT/IHSDP/RAY/PMAY/AMRUT.
- (c) "Client" means the The Director, Urban Development & Housing Department, Govt. of Bihar and its representative Urban Local Bodies with which the selected Consultant signs the Contract for the Services.
- (d) "Consultant" means any entity or person or associations of person that may provide or provides the Services to the Employer under the Contract.
- (e) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- (f) "Data Sheet" means such part of the Instructions to Consultants used to clarify the relevant clause of Instructions to Consultant or to replace certain clause of the Instructions to Consultant specific to the assignment.
- (g) "Day" means calendar day.
- (h) "Employer or Client" means the Urban Development & Housing Department, Govt. of Bihar who have invited the bids for consultancy services and/ or with which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.
- (i) "Government" means the Government of Bihar.
- (j) "HFA" Housing for All scheme funded by Government of India earlier named as "RAY" Rajiv Aavas Yojna.
- (k) "IHSDP" means Integrated Housing & Slum Development Program scheme funded by Govt. of India
- (l) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their proposals.
- (m) "Joint Venture" means a Consultant which comprises two or more Partners each of whom will be jointly and severally liable to the Client for all the Consultant's obligations under the Contract.
- (n) "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Employer to the consultants.
- (o) "Partner" means any of the entities that make up the Joint Venture; and Partners means all those entities.
- (p) "Personnel" means professionals and support staff provided by the Consultant assigned to perform the Services or any part thereof.

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- (q) "Project specific information" means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (r) "Proposal" means the Technical Proposal and the Financial Proposal.
- (s) "RFP" means the Request for Proposal prepared by the Employer for the selection of Consultants, based on the SRFP.
- (t) "Services" means the work to be performed pursuant to the Contract.
- (u) "Standard Electronic Means" includes facsimile and email transmissions.
- (v) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Assignment/job.
- (w) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.
- (x) "UDHD" means Urban Development & Housing Department, Govt. of Bihar.
- (y) "ULB" means Urban Local Body, local government of a town/city.

2. Introduction

- 2.1 The Employer named in the Part II Data Sheet will select a consulting firm/organization (the Consultant) from those to whom the LOI has been addressed, in accordance with the method of selection specified in the Part II Data Sheet.
- 2.2 The name of the assignment has been mentioned in Part II Data Sheet. Detailed scope of the assignment has been described in the Terms of Reference in Section 5.
- 2.3 The date, time and address for submission of the proposals has been given in Part II Data Sheet.
- 2.4 The Consultants are invited to submit their Proposal, for consulting Assignment named in the Part II Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.5 Consultants should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and Local conditions, Consultants are encouraged to visit the ULBs and meet the Employer's representative named in part II before submitting a proposal and to attend a **pre-proposal meeting** if one is specified in the Part II Data Sheet. Attending the pre-proposal meeting is optional. Consultants should contact the Employer's representative to arrange for their visit or to obtain additional information on the pre-proposal meeting. Consultants should ensure that these representatives are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.6 The Employer will provide at no cost to the Consultants the inputs and facilities specified in the Part II Data Sheet, assist the consultants in obtaining licenses and permits needed to carry out the Assignment, and make available relevant project data and reports.

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2.7 Consultants shall bear all costs associated with visits, the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

3. **Eligibility of Joint Venture or Association of Consultants**

3.1. If the consultant has formed a Joint Venture or have formed a Consortium, each member of the JV or association of consultant in form of Consortium shall be evaluated as per the qualification/ eligibility criteria set forth in Part II data Sheet. The combined score of the each member of the JV/ Consortium shall be taken into account for evaluation purpose. If any member of the JV/ Consortium is dropped at the RFP stage, such an association of consultant is liable to be rejected by the Employer. However, the Employer, at its sole discretion, may decide to evaluate for short-listing such association of consultant without considering the strength of the dropped member and if found eligible, may allow such association of consultant to submit their proposal.

3.2. A consultant may associate with consultants and /or individual expert at the time of submission of proposal in form of Joint Ventrue. Under such circumstances each member of the JV/ Consortium shall be evaluated as per the qualification/ eligibility criteria set forth in Part II data Sheet. The combined score of each member of the JV shall be taken into account for evaluation purpose. However, the Employer shall deal with only the lead member for the purpose of this assignment. Although the contract shall be signed by all the members of the JV/ Consortium, the lead partner/ member of the JV/ Consortium shall be responsible and liable to the Employer for every aspects of their proposal, contract etc.

3.3. Association of Consultatans in form of Consortium is allowed. Howerver, the financial stake of the lead consortium partner should not be less than 51%.

3.4. Sub consulting is not permitted for this assignment.

4. **Clarification and Amendment of RFP Documents**

4.1 Consultants may request a clarification on any clause of the RFP documents up to the number of days indicated in the Part II Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Part II Data Sheet. The Employer will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query) to all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para 4.2 below.

4.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment

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into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

5. Conflict of Interest

- 5.1 Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment or their own corporate interests and act without any consideration for future work.
- 5.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
- (i) **Conflicting activities:** A firm that has been engaged by the Employer to provide goods, works or Assignment other than consulting Assignment for a project, and any of its affiliates, shall be disqualified from providing consulting Assignment related to those goods, works or Assignment. Conversely, a firm hired to provide consulting Assignment for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment other than consulting Assignment resulting from or directly related to the firm's consulting Assignment for such preparation or implementation. For the purpose of this paragraph, Assignment other than consulting Assignment are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
 - (ii) **Conflicting Assignment:** A Consultant (including its Personnel) 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 to be executed for the same or for another Employer. Similarly, a Consultant hired to prepare Terms of Reference for an Assignment shall not be hired for the Assignment in question.
 - (iii) **Conflicting relationships:** A Consultant (including its Personnel) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment, (ii) the selection process for such Assignment, or (iii) 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 Employer throughout the selection process and the execution of the Contract.
- 5.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.
- 5.4 No agency or current employees of the Employer shall work as Consultants under their

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own ministries, departments or agencies.

6. Unfair Advantage

- 6.1 If a Consultant could derive a competitive advantage from having provided consulting Assignment related to the Assignment in question and which is not defined as conflict of interest as per para 5 above, the Employer shall make available together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

7. One Proposal

- 7.1 Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.

8. Proposal Validity

- 8.1 The Part II Data Sheet to consultant indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal and also the financial proposal unchanged. The Employer will make its best effort to complete negotiations within this period. Should the need arise. However, the Employer may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal remain unchanged, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their proposal. Under such circumstance the Employer shall not consider such proposal for further evaluation and the bid security of the bidder.

9. Preparation of Proposals

- 9.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Employer, shall be written in English language, unless specified otherwise.
- 9.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 9.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (a) If a Consultant considers that it may enhance its expertise for the Assignment/job by associating with other Consultants, it may associate with other Consultant, only

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through formation of Joint Ventures or Association in writing. However, in case of Joint Venture or Consortium, the lead partner should meet minimum 60% of the financial criterion and JV Partner /Consortium 40% of financial criterion, Also, the financial stake of the lead consortium partner should not be less than 51%.

- (b) The estimated number of Professional staff-months for the Assignment/job is as shown in the Part II. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants. While making the proposal, the consultant must ensure that he proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.
- (c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position mentioned. CV of Alternative professional staff will not be evaluated.

9.4 Depending on the nature of the Assignment/job, Consultants are required to submit a Technical Proposal (TP) in forms provided in Section-III. The Part II Data sheet in Section-II indicates the formats of the Technical Proposal to be submitted. **Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.** The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Form Tech – I in Section-III is a sample letter of technical proposal which is to be submitted along with the technical proposal.

- (a) A brief description of the consultant's organization and in the case of a consortium/joint venture, of each partner, will be provided in Form Tech-2. In the same Form, the consultant and in the case of a consortium/ joint venture, each partner will provide details of experience of assignments which are similar to the proposed assignment as per the terms of reference. For each Assignment, the outline should indicate the names of Professional staff who participated, duration of the Assignment, contract amount, and Consultant's involvement. Information should be provided only for those Assignments for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract & completion certificate for all the assignments mentioned in the proposal.
- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment and on requirements for counterpart staff and facilities including: administrative support,

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office space, Domestic transportation, equipment, data, etc. to be provided by the Employer (Form TECH-3 of Section 3).

- (c) A description of the approach, methodology and work plan for performing the Assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3.
- (d) CVs of the Professional staff as mentioned in para 9.4 (d) above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- (e) A detailed description of the proposed methodology and staffing for training needs to be given, if the Part II Data sheet specifies training as a specific component of the Assignment/job.

9.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

9.6 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the Assignment, including (a) remuneration for staff and (b) reimbursable expenses indicated in the Part II Data sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign (if applicable) and domestic expenditures. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

10. Taxes

10.1 The Consultant shall fully familiarize themselves about the applicable to Domestic taxes (such as: goods and services tax or income tax, duties, fees, levies) on amounts payable by the Employer under the Contract. All such taxes must be included by the consultant in the financial proposal unless otherwise specified in Part II Data sheet.

11. Currency

11.1 Consultants shall express the price of their Assignment in India Rupees.

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12. Bid Security and Bid processing Fees

12.1 Bid Security

- I. Bid Security of **Rs. 5,00,000 (Indian Rupees Five Lakhs only)** must be submitted along with the Proposal in the form of DD drawn in favor of the Director, BUDA payable at **Patna** or in the form of Bank Guarantee issued by any scheduled bank of India in the name of “The Director, BUDA” or in the form of Fixed Deposit Receipt (FDR) pledged in the name of Director, BUDA.
 - I. Proposals not accompanied by Bid Security shall be rejected as non-responsive.
 - II. Proposals not accompanied by Bid Security shall be rejected as non-responsive.
 - III. No interest shall be payable by the Employer for the sum deposited as Bid Security.
 - IV. The Bid Security of the bidders would be returned back within one month of signing of the contract.
 - V. Bank Guarantee if submitted as Emdee should be issued from banks working under Bihar State, Preferably at Patna.

12.2 The Bid Security shall be forfeited by the Employer in the following events:

- I. If Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
- II. If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- III. If the consultant tries to influence the evaluation process.
- IV. If the First ranked consultant withdraws his proposal during contract negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).

13. Bid Processing Fees

Bidders are required to pay Rs. 5,000 (Indian Rupees Five Thousand Only) towards Bid Processing Fees in the form of demand Draft drawn in favor of “Director, BUDA” and payable at Patna. The Bid Processing Fee is Non-Refundable.

Please note that the Proposal, which does not include the bid processing fees, would be rejected as non-responsive.

14. Submission, Receipt, and Opening of Proposal

- 14.1 The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections.

Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. The technical proposal should be spiral binded with page numbers and table of contents.

- 14.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 14.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the Assignment/job. The envelopes containing the Technical Proposals, Financial Proposals, EMD and bid processing fees shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE [insert the time and date of the opening indicated in the Data sheet]". The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection.

If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

- 14.4 The Proposals must be sent to the address/addresses indicated in the Data sheet and received by the Employer no later than the time and the date indicated in the Data sheet, or any extension to this date in accordance with para 4.2 above. Any proposal received by the Employer after the deadline for submission shall be returned unopened.

15. Proposal Evaluation

- 15.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.
- 15.2 The employer has constituted a Consultant Evaluation Committee (CEC) which will carry out the entire evaluation process.

15.3 Evaluation of Technical Proposals:

CEC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts

the recommendation.

- 15.4 The CEC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined in the Data sheet.

15.5 Public opening & evaluation of the Financial Proposals:

Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified in the Data sheet, in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, their technical score (if required) and their financial proposal shall be read aloud.

- 15.6 The CEC will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the 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, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. **If permitted under RFP to quote in any currency other than Indian Rupees, prices shall be converted to Indian Rupees using the selling rates of exchange, source and reference date indicated in the Data sheet.** Normally, the date will be the date of opening of the tender unless specified otherwise in the Data sheet.

- 15.7 After opening of financial proposals, appropriate selection method shall be applied to determine the consultant who will be declared winner and be eligible for award of the contract. The methods of selections are described in the Data Sheet [The employer shall mention here which method out of all listed method shall be applied for selection of consultant for this assignment / job]. This selected consultant will then be invited for negotiations, if considered necessary.

16. Negotiations

- 16.1 Negotiations will be held at the date, time and address intimated to the qualified and

selected bidder. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

- 16.2 Technical negotiations: Negotiations, to be done with only successful bidder, will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Employer and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Assignment/job". Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the Assignment/job. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Consultant.
- 16.3 Financial negotiations: After the technical negotiations are over, financial negotiations should be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstance, the financial negotiation shall result in to increase in the price originally quoted by the consultant. The financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 16.4 Availability of Professional staff/experts: Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Employer expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available. The Employer will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organisation. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of Invitation to negotiate.
- 16.5 Conclusion of the negotiations: Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the Consultant will initial the agreed Contract. If negotiations fail, the employer will reject all the proposals received and invite fresh proposals.

17. Award of Contract

- 17.1 After completing negotiations the Employer shall issue a Letter of Intent to the selected Consultant and promptly notify all other Consultants who have submitted proposals about

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the decision taken.

- 17.2 The consultants will sign the contract after fulfilling all the formalities/pre-conditions including Performance Guarantee as mentioned in the standard form of contract in Section-6, within 15 days of issuance of the letter of intent.
- 17.3 The Consultant is expected to commence the Assignment/job on the date and at the location specified in the Part II Data Sheet.

18. Confidentiality

- 18.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.

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INSTRUCTIONS TO CONSULTANT
Part-II
DATA SHEET

Referred clause of ITC are clarified / modified / replaced as given below:

S. No	Particulars	Clarification / Modification / Replacement
1	Name of the Client:	The Director, BUDA, Urban Development & Housing Department, Government of Bihar
2	Method of Selection:	Least Cost Selection (LCS) Method
3	Name of the Assignment is:	Establishment & Operation of State Level Technical Cell & City Level Technical Cells under Housing for All Scheme.
4	Date & Time & Address for submission of Proposal:	Date: 20th June, 2018 Time: 15:00 Hrs. Address: Urban Development & Housing Department, Room No. 159, First Floor, Vikas Bhawan, New Secretariat, Patna
5	Representatives of Employer:	Director, BUDA, Urban Development & Housing Department and Municipal Commissioner / Executive Officer of project ULBs
6	A pre-proposal meeting will be held:	Date: 07th June, 2018 Time: 15.00 Hrs Address: Urban Development & Housing Department, Room No. 159, First Floor, Vikas Bhawan, New Secretariat, Patna
7	Inputs & facilities to be provided by the employer	All available reports & DPRs related to RAY, PMAY & IHSDP and other relevant documents will be made available to the consultant. Office space with furniture will be provided by the employer at Patna for SLTC and at ULBs for CLTCs. However, if the space & furniture is not available, the consultant shall make its own arrangement on rent. Rent will be paid by the employer as per actuals but limited to

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		<p>Rs. 20000/- per month only for SLTC.</p> <p>Consultant will have to make all other necessary arrangements such as computers, laptops, phones, internet, printer, fax, vehicles, etc. which may be required for discharging its duties and for achieving the targets and deliverable.</p>
8	Eligibility / Qualification Criteria	<p>Bidders can submit proposal in joint venture / consortium/ in association with other consultants but JV partners/ associated members including Lead Partner/ Lead Member should not be more than Two (2). For eligibility, the Consultant shall have at least:</p> <ol style="list-style-type: none"> 1. The Consultant (in case of single business entity) should have a minimum average annual turnover of Rs. 5 (Five) crores during last three (3) financial years; 2. In case of Joint Venture / Consortium, Lead Partner/ Member should meet minimum 60% of the financial criterion and rest of the JV partners/ associated members should meet balance 40% of financial criteria. 3. In case of Joint Venture / Consortium, the lead partners should not have less than 51% share in the JV. 4. Bidder, in case of single business entity or in case of JV/ Consortium either all partners jointly or singly should have Experience of at least 3 (Three) similar assignments in Urban Infrastructure projects such as operation of Project Management Consultantancy/Program Management Units/Program Implementation Unit/ Technical Assistance to Government departments under externally aided projects/ SLTC/ CLTC/ Urban Reforms Cell under Central/ State/ Municipal governments/Urban infrastructure projects (excluding roads & bridges)/Preparation of DPRs for urban infrastructure projects such as Housing/Sewarage/Drainage/Drinking Water with annual contract value of the each assignments being not less than 1 Crores. 5. The agency should not have been debarred or blacklisted by any government department/organisation. Self declaration in this effect should be submitted.

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9	Clarifications may be requested:	Not later than 10 days before the submission date at following Address: The Director, BUDA, Urban Development & Housing Department, #159, First Floor, Vikas Bhawan, New Secretariat, Patna – 800 015 Tel.: 0612-2215385, 221550, Fax: 0612-2231566, 2215580 Email: udhd.bih@gmail.com , ubansec-bih@nic.in			
10	Proposals must remain valid until:	180 days after the submission date			
11	Language for Correspondence exchanged by consultant & the employer	English / Hindi			
12	Association of Sub Consultant	Sub consulting is not permitted under this Assignment			
13	The estimated minimum number of Professional staff-months required for the Assignment is:	Designation of Key Experts	Nos.	Total Man months	
		For SLTC:			
		Team Leader-Urban Planner / Town Planning Specialist	1	24	
		Municipal Finance Specialist	1	24	
		Municipal / Civil Engineer	1	24	
		PPP Specialist		24	
		Deputy Team Leader - Urban Infrastructure Specialist	1	24	
		Social Development Specialist	1	24	
		Capacity Building / Institutional Strengthening Specialist	1	24	
		MIS Specialist	1	24	
		Procurement Specialist	1	24	
		Housing Finance and Policy Specialist	1	24	
		Total	10	240	
		For CLTC:			
		PATNA Nagar Nigam (City having population more than 15 Lakh Population)			
		Municipal / Civil Engineer	1	24	
MIS Specialist	1	24			
PPP Specialist	1	24			

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		Urban Planner / Town Planning Specialist	1	24
		Municipal Finance Specialist	1	24
		Sub Total	5	120
		For 11 Nagar Nigams which are having population less than 5 Lakh		
		Municipal / Civil Engineer	11	264
		MIS Specialist	11	264
		PPP Specialist	11	264
		Sub Total	33	792
		For 43 Nagar Parishads which are having population less than 5 Lakh		
		Municipal / Civil Engineer	43	1032
		MIS Specialist	43	1032
		Sub Total	86	2064
		For 85 Nagar Panchayats which are having population less than 5 Lakh		
		Municipal / Civil Engineer	85	2040
		Sub Total	85	2040
		Total	209	5016
14	The formats of the Technical Proposal to be submitted are:	<p>Form Tech 1: Letter of Proposal submission</p> <p>Form Tech 2A to 2D: Consultant's organization & experience</p> <p>Form Tech 3: Comments & suggestions on TOR</p> <p>Form Tech 4: Approach & methodology (Max. of 20 pages including charts and diagrams)</p> <p>Form Tech 5 : Curriculum vitae</p> <p>Form Tech 6 : Work Schedule</p> <p>Form Tech 7: Information regarding any conflicting activities and declaration thereof.</p> <p>Submission of the technical and financial proposal in improper form will render the proposal liable to be rejected.</p>		
15	If training is a specific component of this Assignment	No		
16	Financial Proposal	<p>In addition to technical proposal, Consultants are required to submit financial proposal sealed in separate envelope (as per forms prescribed in Section 4).</p> <p>The maximum cost estimate to establish and operate the SLTC (1) and CLTC (140) and carry out</p>		

		activities as per ToR shall be as under:		
		Establishment of SLTC & CLTCs	Max cost per Month (Rs. in lakh)	Cost for 24 Months (Rs. in lakh)
		Remuneration - SLTC @ Patna (240 MM)	8.50	204.00
		Remuneration - CLTC @ Patna (96 MM)	2.00	48.00
		CLTC at Patna-Urban Planner (24 MMs)	0.70	16.80
		Remuneration - CLTC in other towns having less than 5 Lakh population (4896 MM)	71.40	1713.60
		Sub-Total Remuneration	82.60	1982.40
		O&M Cost @ 40% of the total Remuneration	33.04	792.96
		Total	115.64	2775.36
		<ol style="list-style-type: none"> 1. The total maximum cost for the assignment shall not exceed Rs. 2775.36 Lakhs. 2. This will be maximum amount and which excludes GST as applicable from time to time. 3. The Bidding parameter shall be the O&M cost in percentage subject to Maximum 40%, and Minimum 10% of the total Remuneration of Rs. 1982.40 Lakhs which is fixed. 		
17	Goods and Service Tax (GST)	GST would be paid as per the prevailing rate at the time of submission of Invoice .		
18	Consultant to state the cost in:	Indian Rupees		
19	Submission of Technical & Financial Proposal:	Consultant must submit the original and 1 (One) copy of the Technical Proposal, and the original of the Financial Proposal.		
20	Evaluation Criteria:	Detailed Evaluation Criteria is given in Appendix to Data Sheet. The minimum qualifying technical score is		

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		<p>70%. Financial Proposal of only those bidders will be opened who score 70% or more marks in technical evaluation.</p> <p>Certificate of Completed Projects/workorder of Projects/Agreement copy of Projects will be treated as experience. Completion Certificates/workorder/Agreement copy of all the Assignments/Projects claimed as experience should be enclosed with a notarised declaration of the firms/Agency.</p> <p>CVs for the positions i.e. Municipal/Civil Engineers, MIS Specialist, Urban Planner/ Town Planning Specialist & Housing Finance Specialist offered for the CLTC will not be evaluated, hence not required to be submitted by the bidder for approval.</p> <p>Consultant will propose the CVs according to the requirements of the Terms of Reference. CVs which do not meet the minimum criteria as required by the Terms of Reference will not be considered for evaluation.</p> <p>For Staffing of CLTCs, Consultant will employ/engage on those who will meet the minimum criteria as required by the Terms of Reference.</p> <p>Credentials of the proposed CLTC Personnel will be verified by the Consultant Selection Committee or any other authority designated by the department for the purpose before granting approval for their placement in the respective ULBs.</p>
21	Tentative Date of opening of Financial Proposal:	To be informed to the successful bidders
22	Method of Selection:	Method of Selection will be Least Cost Selection (LCS) Method. The Client will select the Consultant with the lowest evaluated total price among those Consultant that achieved the minimum technical score.
23	Performance Security:	The consultant will furnish within 10 days of the issue of Letter of Intent (LOI), an Account Payee Demand Draft/ Fixed Deposit Receipt/ Unconditional Bank Guarantee (in prescribed format)/ in favour of "The Director, BUDA, Urban Development & Housing Department" payable/en-cashable at Patna, from any nationalised or

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		scheduled commercial Bank in India for an amount equivalent to 5% (five percent) of the agreed consultancy fees for one year towards Performance Security valid for a period of six (6) months beyond the stipulated date of completion of services. The Bank Guarantee will be released after six month and rectification of errors, if any. The performance Security may be forfeited by the client if the contract is terminated by the client for not providing the satisfactory services by the consultant.
24	Tentative Date of Commencement of Assignment:	Within 10 days after signing the contract
25	Duration of Assignment	The assignment shall be for a period of 2 (Two) years from the date of execution of agreement which may be extended as per mutual agreement between two parties and if the consultant has provided services to the satisfaction of client.

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Appendix to Data Sheet to Instructions to Consultants

The Detailed criteria for evaluation of technical proposals shall be as described hereunder:

I. FIRMS GENERAL EXPERIENCE & EXPERIENCE IN SIMILAR ASSIGNMENTS (300 Points)

A. General Experience in Planning, Designing & Supervision of Urban Infrastructure works (50 points)

Criteria: Experience of five years in consultancy services in urban Infrastructure sector.

- 1. Factors to consider:** assignments in Urban Infrastructure projects such as operation of Project Management Cosultantancy/Program Management Units/Program Implementation Unit/ Technical Assistance to Government departments under externally aided projects/ SLTC/ CLTC/ Urban Reforms Cell under Central/ State/ Municipal governments/Preparation of DPRs for urban infrastructure projects including Housing/Sewarage/Drainage/Drinking Water etc. with annual contract value of the each assignments being not less than **1 Crores**.

B. Specific Experience in Similar Projects: Operation of PMC/Project Management Units/Program Implementation Unit/ Technical Assistance to Government departments under externally aided projects/ SLTC/ CLTC/ Urban Reforms Cell under Central/ State/ Municipal governments/Urban infrastructure projects (excluding roads & bridges)/Preparation of DPRs for urban infrastructure projects such as Housing/Sewarage/Drainage/Drinking Water **(250 points)**

Criteria: Extent of experience in holding & managing assignment.

Factors to consider: Higher scores will be given to a firm with maximum experience in managing Housing Projects in urban sector.

II. APPROACH AND METHODOLOGY (150 Points)

A. Understanding of Objectives (40 points)

Criteria: General understanding of the project requirements; coverage of principal components as requested in TOR; and site visit assessment.

B. Quality of Methodology (80 points)

Criteria: The degree to which the presented written methodology/approach addresses the requirements of the TOR.

Factors to consider: Assessment of the inter-relationship of work program and methodology write-up. Methodology presnted to achieve targets and start and complete the work under all four verticals and a consistent relationship is to be given maximum points. Simply writing the approach & methodology as written in this RFP will not obtain higher scores.

C. Work Program (30 points)

Criteria: A work program showing graphical presentation of activities (bar chart).

Factors to consider: Work program will be assessed on logical sequence of events.

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III. PERSONNEL (550 Points)

Expertise

Criteria: Separate assessment of each expert listed in the Request for Proposal. Each expert is to be evaluated against the tasks assigned in accordance with four main criteria:

- (i) Qualification of expert such as academic qualification: (20%)
- (ii) General experience such as no. of years of related experience: (20%)
- (iii) Project related experience based on the number of relevant projects implemented: (50%)

Weighted Marks for Expertise:

SN	Designation of Key Experts	Nos.	Man-months	Weighted Marks
1	Urban Planner / Town Planning Specialist	1	24	100
2	Municipal Finance Specialist	1	24	50
3	Municipal / Civil Engineer	1	24	50
4	PPP Specialist	1	24	50
5	Urban Infrastructure Specialist	1	24	50
6	Social Development Specialist	1	24	50
7	Capacity Building / Institutional Strengthening Specialist	1	24	50
8	MIS Specialist	1	24	50
9	Procurement Specialist	1	24	50
10	Housing Finance and Policy Specialist	1	24	50
	Total			550

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DETAILED MARKING SCHEME FOR TECHNICAL EVALUATION

S.No	Criteria	Weight age (%)	Maximum Marks
1	Firms General Experience & Experience in Similar Assignments	(30%)	300
<i>A</i>	<i>General (50 points)</i>		<i>50</i>
(i)	Less than 3 Projects		0
(ii)	Three or more than three but less than 5 Projects		20
(iii)	5 or more than 5 but less than 8 Projects		40
(iv)	8 or more than 8 Projects		50
<i>B</i>	<i>Specific Experience in Similar Projects (250 points)</i>		<i>250</i>
(i)	No experience in similar projects		0
(ii)	Operation of PMC/Project Management Units/Program Implementation Unit/ Technical Assistance to Government departments under externally aided projects/ SLTC/ CLTC/ Urban Reforms Cell under Central/ State/ Municipal governments/ urban infrastructure projects including Housing/Sewerage/Drainage/Drinking Water etc. – 25 marks for each project but maximum 100 marks		100
(iii)	Experience of providing consultancy in Housing Projects for urban community – 50 marks for each project but maximum 100 marks		100
(iv)	Experience of establishing and operating SLTC/CLTC under PMAY– 50- marks		50
2	Approach & Methodology for proposed assignment	(15%)	150
<i>A</i>	<i>Understanding of Objectives</i>		<i>40</i>
<i>B</i>	<i>Quality of Methodology</i>		<i>80</i>
<i>C</i>	<i>Work Program</i>		<i>30</i>
3	Qualification and Experience of Team Leader & Other Key Professionals	(55%)	550
<i>A</i>	<i>Team Leader cum Urban Planner / Town Planning Specialist – 1 No</i>		<i>100</i>
3.1.1	As Urban Planner / Town Planning Specialist	80%	80
(i)	Qualification – Master’s degree in Urban Planning Regional Planning or Architecture Management	20%	16
(ii)	General experience – 0 marks for less than 5 year experience, 8 marks for 5 year experience & 4 marks for each year beyond 5 year experience but not more than 16 marks	20%	16

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S.No	Criteria	Weight age (%)	Maximum Marks
(iii)	Project related experience – 5 marks for each year experience of working with large scale urban development/ affordable housing/slum development projects/programmes but maximum 40 marks	50%	40
(iv)	Experience in implementing urban reforms for states and ULBs.	10%	8
3.1.2	As Team Leader	20%	20
(i)	Experience in project management with 3 years but less than 5 years in a managerial position.	50%	10
(ii)	Experience in project management with 5 years or more in a managerial position.	50%	10
3.2	<i>Housing Finance & Policy Specialist – 1 No.</i>		50
(i)	Qualification – Post graduate / MBA in finance from recognized university or Chartered Accountant	20%	10
(ii)	General experience – 0 marks for less than 5 year experience, 4 marks for 5 year experience & 2 marks for each year beyond 5 year experience in housing sector but not more than 10 marks.	20%	10
(iii)	Project related experience: <ul style="list-style-type: none"> • experience in housing finance / banking / housing policy – 5 marks • experience in working with state government to examine and develop a range of options for financing housing projects – 5 marks • Experience in training ULB staff on municipal finance, project finance and resource mobilization – 5 marks • Experience in promoting dialogue between all stakeholders involved in the housing finance sector at state level – 5 marks • Experience in identifying and quantifying potential capital financing sources for housing finance in country – 10 marks 	60%	30
3.3	<i>Municipal Finance Specialist – 1 No</i>		50

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S.No	Criteria	Weight age (%)	Maximum Marks
(i)	Qualification – MBA/ Post graduate / Graduate in finance from recognized university or Chartered Accountant	20%	10
(ii)	General experience – 0 marks for less than 5 years experience, 4 marks for 5 year experience & 2 marks for each year beyond 5 year experience in municipal finance but not more than 10 marks.	20%	10
(iii)	Project related experience: <ul style="list-style-type: none"> • Experience in evaluating urban infrastructure investments, and helping city governments to use a range of options for financing projects – 10 marks • Experience to advise and train staff in municipal finance – 10 marks • Experience in project finance and resource mobilization, public private partnerships etc. – 10 marks 	60%	30
3.4	<i>Municipal / Civil Engineer – 1 No.</i>		50
(i)	Qualification – Post graduate degree in Engineering/ Technology with specialization in public health or environmental engineering.	20%	10
(ii)	General experience – 0 marks for less than 5 year experience, 4 marks for 5 year experience & 2 marks for each year beyond 5 year experience in procurement, design, and supervision of housing and infrastructure works but not more than 10 marks.	20%	10
(iii)	Project related experience: <ul style="list-style-type: none"> • Experience in implementing new technologies in the housing sector – 10 marks • Ability to assist ULBs to set standards and procedures for ensuring quality and monitoring compliance – 10 marks • Prior experience as municipal engineer – 10 marks 	60%	30
3.5	<i>PPP Specialist – 1 Nos.</i>		50
(i)	Qualification – Post Graduate n in Finance/ Economics or MBA in Finance or CA	20%	10
(ii)	General experience – 0 marks for less than 5 year experience, 4 marks for 5 year experience & 2 marks for each year beyond 5 year experience in developing and managing projects on PPP mode but not more than 10 marks.	20%	10

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S.No	Criteria	Weight age (%)	Maximum Marks
(iii)	Project related experience: <ul style="list-style-type: none"> • Experience in formulation of PPP projects (including relevant concession agreements, due diligence processes, value for money audits, public sector comparator etc.) – 15 marks • Experience in preparing project agreements, tender process, detailed legal and contractual agreements, risk management and contingent liability issues, and financial analysis of complex project proposals with respect to PPP projects – 15 marks 	60%	30
3.6	MIS Specialist – 1 No.		50
(i)	Qualification – Post Graduate degree in computer Science or Electronics or MCA/PGDCA.	20%	10
(ii)	General experience – 0 marks for less than 5 year experience, 4 marks for 5 year experience & 2 marks for each year beyond 5 year experience in government/ semi govt. / autonomous organizations/ private company of repute but not more than 10 marks.	20%	10
(iii)	Project related experience: <ul style="list-style-type: none"> • Exposure to software development & project management, database management, MIS etc. – 20 marks • Experience to train staff to use the systems – 10 marks 	60%	30
3.7	Deputy Team Leader -Urban Infrastructure Specialist – 1 No.		50
(i)	Qualification – Post graduate/ graduate degree in civil engineering / technology from recognized university.	20%	10
(ii)	General experience – 0 marks for less than 5 year experience, 4 marks for 5 year experience & 2 marks for each year beyond 5 year experience in designing and managing municipal infrastructure projects but not more than 10 marks.	20%	10
(iii)	Project related experience: <ul style="list-style-type: none"> • experience in urban infrastructure – 5 marks • experience in public housing sector – 10 marks • experience in public health engineering especially in water supply and sanitation – 10 marks • experience of working with Urban Local Government – 5 marks 	60%	30
3.8	Capacity Building / Institutional Strengthening Specialist		50
(i)	i. Masters degree in Urban Planning or management or Social Sciences. ii. 5-7 years of working experience in the urban	20%	10

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S.No	Criteria	Weight age (%)	Maximum Marks
	development sector. iii. Wide knowledge and experience in implementing capacity building programme for states and ULBs. iv. Experience in designing, implementing and evaluating capacity building activities, preferably in the municipal environment.		
(ii)	General experience – 0 marks for less than 5 year experience, 6 marks for 5 year experience & 1 mark for each year beyond 5 year experience in advocacy management in urban sector but not more than 10 marks.	20%	10
(iii)	Project related experience: Experience in implementing capacity building programme for states and ULBs. -- 15 marks (5 marks for each project but not more than 15 marks) Experience in designing, implementing and evaluating capacity building activities, preferably in the municipal environment – 15 marks (5 marks for each project but not more than 15 marks)	60%	30
3.9	<i>Procurement Specialist – 1 Nos.</i>		50
(i)	Qualification – Post graduate or graduate degree in Engineering/ Accounting/ Finance/ Business Administration/ Economics/ Project Management/ Law.	20%	10

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S.No	Criteria	Weight age (%)	Maximum Marks
(ii)	General experience – 0 marks for less than 5 year experience, 6 marks for 5 year experience & 1 marks for each year beyond 5 year experience in Management of procurement programmes/activities in public/private sector but not more than 10 marks.	20%	10
(iii)	Project related experience: <ul style="list-style-type: none"> • experience in preparation of Expression of Interest, Request for Proposals, Bid Documents and in bid evaluation, Bid process management – 12 marks • experience of working on Govt. of India schemes/ projects / externally aided projects – 12 marks • experience of working with state governments/ urban local governments – 6 marks 	60%	30
3.10	Social Develop Specialist – 1 No		50
(i)	Qualification – Master’s Degree in Social Science /Sociology /Development Studies	20%	10
(ii)	General Experience - 0 marks for less than 5 year experience, 6 marks for 5 year experience & 1 marks for each year beyond 5 year experience in planning and management of social development projects but not more than 10 marks.	20%	10
(iii)	Project Related experience Experience in social and community development-10 marks Experience of working in urban slums/community-15 Knowldege and experience in participatory planning and community mobilisation – 5 marks	60%	30

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Section 3

Technical Proposal - Standard Forms

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LETTER OF PROPOSAL SUBMISSION

[Location,
Date]

To: [Name and address of Employer]

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope and requisite Bid Security and bid processing fees.

We are submitting our Proposal in JV/ association with: [Insert a list with full name and address of each JV/ associated Consultant]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification or termination of contract.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph 4 of the Part II Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain,u

Yours sincerely,

Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:

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FORM TECH-2

Consultant's Organization & Experience

Form Tech-2A: Format for Details of Consultant

1. Details of Bidder Firm

	Name of consultant with full address	:	
	Tel. No.	:	
	Fax No.	:	
	Email	:	
	Year of Incorporation.	:	
	Name and address of the person holding the Power of Attorney.	:	
	(i) Place of Business.	:	
	(ii) Date of Registration.	:	
	Name of Bankers with full address.	:	
	Goods and Service Tax Registration Number (copy).	:	
	Permanente Account Number and Aadhar No. (copy).	:	
	Are you presently debarred / Black listed by any Government Department /Public Sector Undertaking /Any Employer? (If Yes, please furnish details)	:	
	Name and details (Tel / Mobile / E (Email) of contact persons	:	

2. In case of a JV Consortium/ Association:

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- a. The information above should be provided for all the members of the JV consortium/ Association.
- b. Information regarding role of each member should be provided as per table below:

Sr. No.	Name of Member	Role (Specify Lead Member/ Other Member)
1.		
2.		

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Form Tech- 2B: Format for Financial Capability of the Consultant

(Rs. crores)

Consultant*	------(Name of Consultant)				
FY	2014-15	2015-16	2016-17	Total	Average
Annual Turnover					
Certificate from the Statutory Auditor					
This is to certify that(name of the Consultant) has received the payments shown above against the respective years.					
Name of the audit firm:					
Seal of the audit firm					
Date:					
(Signature, name and designation of the authorised signatory)					

The Consultant should provide the Financial Capability based on its own financial statements. Financial Capability of the Consultant's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Consultant.

* Any Consultant should fill in details as per the row titled Annual turnover and net profit in the row below. In case the Consultant is a Consortium, for the purpose of evaluation on financial parameters, financial parameters of all the members shall be furnished in separate sheet for consideration.

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Form Tech-2C: General Experience of Similar Nature experience of at least 3 (Three) assignments in Urban Infrastructure projects such as operation of Project Management Cosultantancy/Program Management Units/Program Implementation Unit/ Technical Assistance to Government departments under externally aided projects/ SLTC/ CLTC/ Urban Reforms Cell under Central/ State/ Municipal governments/Urban infrastructure projects (excluding roads & bridges)Preparation of DPRs for urban infrastructure projects such as Housing/Sewarage/Drainage/Drinking Water with annual contract value of the each assignments being not less than 1 Crores (List projects in the last 5 years & fill up one sheet for each project).

Assignment name:	Value of the contract (in current INR):
Country:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current INR):
Start date (month/year):	
Completion date (month/year):	
Narrative description of Project:	

- Completed projects/workorder/Agreement copy will be treated as experience. Completion Certificates/ workorder/Agreement of all the Assignments/Projects claimed as experience should be enclosed with a notarised declaration of the firms/Agency.

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Form 2D: Specific Experience in Similar Projects such as Operation of PMC/Project Management Units/Program Implementation Unit/ Technical Assistance to Government departments under externally aided projects/ SLTC/ CLTC/ Urban Reforms Cell under Central/ State/ Municipal governments/Urban infrastructure projects (excluding roads & bridges)/ Preparation of DPRs for urban infrastructure projects such as Housing/Sewarage/Drainage/Drinking Water (List projects in the last 5 years which are similar to that in the RFP & fill up one sheet for each project)

Assignment name:	Value of the contract (in current INR):
Country:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current INR):
Start date (month/year):	
Completion date (month/year):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

- Completed projects/workorder/Agreement copy will be treated as experience. Completion Certificates/ workorder/Agreement of all the Assignments/Projects claimed as experience should be enclosed with a notarised declaration of the firms/Agency.

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**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON
COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE EMPLOYER**

A - On the Terms of Reference

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Inputs and Facilities to be provided by the employer

[Comment here on Inputs and facilities to be provided by the Client according to Paragraph 6 of the Part II Special information to consultants including: administrative support, office space, Domestic transportation, equipment, data, etc.]

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FORM TECH-4

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

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

a) **Technical Approach and Methodology.** In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) **Work Plan.** The consultant should **propose and justify** the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) **Organization and Staffing.** The consultant should **propose and justify** the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.].

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FORM TECH-5

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position:
[For each position of key professional separate form Tech-6 will be prepared]:
2. Name of Firm:
[Insert name of firm proposing the staff]:
3. Name of Staff:
[Insert full name]:
4. Mobile No. & email Id:
5. Date of Birth:
6. Nationality:
7. PAN Card & Aadhaar No.
8. Education:
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
7. Membership of Professional Associations:
8. Other Training:
9. Countries of Work Experience:
[List countries where staff has worked in the last ten years]:
10. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
11. Employment Record:
[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]:

To Year]:

Employer:

Positions held:

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12. Detailed Tasks Assigned
[List all tasks to be performed under this Assignment/job]

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

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/job or project:

Year:

Location

:

Employer:

er:

Main project

features: Positions

held: Activities

performed:

14. Certification:

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

Date:

Signature of Expert

Place:

Full name:

FORM TECH-6

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WORK SCHEDULE

No.	Deliverables ¹ (D-..)	Months										
		1	2	3	4	5	6	7	8	n	TOTAL	
D-1												
D-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 form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

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FORM TECH-7

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND
DECLARATION THEREOF**

Are there any activities carried out by your firm or group company or any member of the consortium which are of conflicting nature as mentioned in para 5 of section 2. If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm, our associate / group firm or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities under para 5 of the section 2. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

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Section 4.

Financial Proposal - Standard Forms

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FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Employer]

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is inclusive of the Goods and Service Tax. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

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 Paragraph 4 of the Part II Data Sheet.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

¹ Sub Total (A) as per Form FIN 2

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SUMMARY OF COSTS

S.No.	Particulars	Form	Amount in Rupees	Amount in words
1	Remuneration, for both the SLTC and CLTC Teams	FIN 3		
2	Operations and Management Cost	FIN 4		
3	Total Cost of Financial Proposal			
GRAND TOTAL				

Note :

- The bidding parameter shall be the O&M cost in percentage subject to maximum 40% and minimum 10% of the total Remuneration Component (Fin-3-Total Rs. 1982.40 Lakhs) which is fixed. Any other figure quoted in price bid will be ignored.
- GST as applicable on date of invoice will be payable.
- Fee offered above shall remain firm and fixed till completion of the contract period i.e. 24 months.
- The Price Bid where Price offered is more than the maximum cost mentioned will be rejected.
- Since remuneration to Experts are fixed and not criterion for financial bidding, the Agency shall be liable to pay the same remuneration to experts as mentioned in the column 4 and 5 of the Form Fin-3.
- The competent authority reserves the right to reject Financial bids if O&M quoted is beyond the limits specified above.

Authorized Signature

Name:

Designation

Name of firm:

Address:

FORM FIN-3**BREAKDOWN OF REMUNERATION
(Professional Staff and Support Staff)**

(INR)					
S. No	Unit	No of Specialist	Remuneration/ Expert/month	Total Salary/Month (col 3* Col. 4)	Total Fee (2 years) (col 5* 24)
1	2	3	4	5	6
1	SLTC @ Patna	10	85,000	8,50,000	2,04,00,000
2	CLTC (At Patna - 96 MMs)	4	50,000	2,00,000	48,00,000
	CLTC (At Patna - 24 MMs)	1	70,000	70,000	16,80,000
3	CLTC (In other towns- 4896 MMs)	204	35,000	71,40,000	17,13,60,000
3	Total of Salary		2,40,000	82,60,000	19,82,40,000

Note:

1. The remuneration of the similar positions shall be same to each ULB except for Patna.
2. Since remuneration to Experts are fixed and not criterion for financial bidding, the Agency shall be liable to pay the same remuneration to experts as mentioned in the column 4 and 5 of the Form Fin-3.

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FORM FIN-4

BREAKDOWN OF OPERATIONS AND MANAGEMENT EXPENSES

<i>INR</i>				
S. No	Unit	No of Specialist	Total Salary/Month	Total Fee (2 years) (col 4* 24)
1	2	3	4	5
1	Total of Salary		82,60,000	19,82,40,000
2	To be offered as Percentage of Salary given at S. No. 1 (column 4 to 6) above	219	<i>(Not to be more than 40% and less than 10% of the total Remuneration)</i>	<i>(Not to be more than 40% and less than 10% of total Remuneration)</i>

Total Price Quoted under O&M (24 Months) : = _____ (Amount in words)

Note:

The Bidding parameter shall be the O&M cost in percentage subject to Maximum 40% and Minimum 10% of the total Remuneration which is fixed.

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Section 5

Terms of Reference

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Terms of Reference for the Proposed State Level Technical Cell (SLTC) and City Level Technical Cells under Housing for All (HFA)

Under the Housing for All Mission (2015-2022); Pradhan Mantri Awas Yojana (PMAY) has been launched on 25 June by the Ministry of Urban Development and Poverty Alleviation, Govt of India. The Housing for All (HFA) mission seeks to address the housing requirement of urban poor including slum dwellers and non slums dwellers of Economic Weaker Section (EWS) of Annual Income upto Rs. 3,00,000 and Lower Income Group (LIG) of Annual Income from Rs. 3,00,000 to Rs. 6,00,000 through following programme verticals by 2022:

The objective of the Mission includes:

- Slum rehabilitation of slum dwellers with participation of private developers using land as a resource
- Promotion of affordable Housing for weaker section through credit linked subsidy
- Affordable Housing in Partnership with Public & Private sectors
- Subsidy for beneficiary led individual house construction

The State of Bihar wish to to set up a State Level Technical Cell (SLTC) and CLTCs at the city level under the State Level Nodal Agency (SLNA). The selected Agency will be responsible for deploying the complete set of Technical Experts required at the SLTC in Patna and CLTCs to be established in each City. It will primarily be responsible for providing strategic, operational, implementation and monitoring support as an extended arm of the SLNA for efficient transfer of knowledge and resources under the scheme.

As per HFA guidelines for implementing “Housing for All” states require different competencies like planning, engineering, social mobilization, financial planning etc. A State Level Technical Cell (SLTC) with 10 professionals will be supported with the approval of CSMC. The requirements of CLTC are given in the second part.

1. Objective of the Assignment

- Attainment of GoB vision of Homes for All before 2022;
- Attainment of national level service benchmarks in services and facilities for the urban poor; Timely delivery of shelter units and improved occupancy;
- Measurable alleviation in residential vulnerability;
- Improved community participation in shelter planning and implementation;
- Improved transparency in identification/allocation of beneficiaries;
- Improved environment and enabling framework and policy for PPP in affordable housing;
- Alignment of Building Regulations and City Planning regulations to accommodate tools such as density bonus and inclusionary planning;
- Congruence in address of multi deprivation indices in the areas of living standards, health and education and;
- Exposure to global good practice and access to Respository of Award winning initiatives and projects.

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2. Specific Responsibilities of the Bidding Agency

- Agency shall ensure that the SLTC and CLTC units comprises staff, who, along with their professional competency, possesses skills and attitude for problem solving relationship management, data analysis, provide feedback and coaching and are gifted with the delivery mind set. The specific responsibilities of agency shall be:
- Procure and retain quality professionals in a specified domain areas for the SLTC and CLTC.
- Provide technical and managerial support through the SLTC and CLTC to ensure effective implementation of program in designated cities/towns.
- Report on progress of activities and co-ordinate closely with the UD&HD, Bihar and Heads of the designated ULBs in the discharge of the roles and responsibilities specified for various experts.
- Provide technical and managerial support to ensure effective implementation of program and capacity development activities in designated towns and establish a unique management information system to track progress
- Monitor capacity development deliverables at the city levels and undertake delivery chain analysis for problem solving where necessary and facilitate priority review by the Executive Officer/ Commissioner / SLNA / BUDA.
- Drive department review of all urban initiatives undertaken at the ULB level through monthly meetings periodic stocktaking and submission of periodic delivery reports.
- Procure and retain services of qualified and experienced professional in specified domain areas for delivering the agreed deliverables.
- The agency shall ensure that all the personnel of the SLTC and CLTC are paid their salary every month. The Agency shall ensure professionals update knowledge through formal learning opportunities and are able to undertake field travel to project sites and program related meeting/workshops and conferences. the agency may decide to pay more or less salary to some professionals on the basis of competency and experience of the incumbent to enhance standards of performance and written talent.
- For the period of absence of a professional in the SLTC and CLTC for more than 21 days, the agency will not claim the remuneration against the personnel concerned for the said period i.e. period be on 21 days of absence in non-engagement of such professional.
- The agency shall position its team of professionals at the respective ULBs for accomplishment of assigned tasks. Additionally, the agency shall position senior consultants in advisory position for critical input to the assignment. The agency shall make their own arrangements for this purpose from the overall amount payable as per the payment schedule.
- Report on progress of activities and co-ordinate closely With UD&HD Indus the discharge of the allowed roles and responsibilities assigned to the unit.
- Key manpower deployed by the agency for the SLTC nd CLTC will be dedicated as full time staff. To ensure equality, the agency will develop and follow the exclusive HR policy describing the standards and guidelines for managing the manpower deployed. The manpower deployed should be in accordance with the service requirement of the SLTC and CLTC for which they are being appointed. The CVs of the professionals to be approved by the Director, BUDA.

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- The agency will ensure that the selection of only those candidates who fulfill the eligibility criteria prescribed. Under no circumstances should the selection and recruitment process be diluted.
- The agency will ensure that in case of person on the team leaves, a replacement is made available in the shortest possible time.
- All the monitoring and reporting aspects of this assignment will be under the control of and supervision of the Director BUDA.
- Agency will abide by the reservation policy of the State relevant to such assignments.

3. Scope of Work for State Level Technical Cell (SLTC)

- The State Level Technical Cell (SLTC) headed by a Team Leader and Deputy Team Leader will oversee the construction of houses as per the approved DPRs for all 140 towns.
- The SLTC will supervise and monitor works being assigned to and provide guidance to the CLTCs . It will support the State Level Nodal Agency (SLNA) to prepare DPRs, policies & strategies, monitoring formats, reports, monitoring software, IEC policy & documents.
- The SLTC will also find out source of funding, explore possibility of implementation on PPP mode.
- Standard designs, drawings and estimates shall be prepared by the SLTC experts.
- Standard bid documents, RFP & EoI will be prepared by the SLTC experts.
- Consultants would also develop and manage effective MIS to ensure supervision and monitoring and to provide data to the department as and when required.
- The SLTC experts will also provide trainings to the ULB officials & engineers for successful implementation of scheme. The SLTC will also organise workshops & training programs at state level & at ULB level.
- All positions under the SLTC would be required to do any other/additional work, which could be beyond the scope of the Services specified in the ToR. No additional payment to the consultants would be made for such additional assignments.
- All CVs should be duly signed by the proposed Experts/Specialists. Consultants would be required to submit valid document to the department to establish their credentials.

To implement the Housing for All scheme successfully, following professionals need to be deployed by the consultant:

1.	Team Leader- Urban Planner/Town Planning Specialist	2.	Housing Finance and Police Specialist
3.	Municipal Finance Specialist	4.	Municipal/ Civil Engineer
5.	PPP Specialist	6.	MIS Specialist
7.	Deputy Team Leader -Urban Infrastructure Specialist	8.	Social Development Specialist

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9.	Procurement Specialist	10	Capacity Building / Institutional Strengthening Specialist
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The Team Leader and Deputy Team Leader would manage the contract and relationships between the BUDA and the Consultant. Oversight and direct and lead the Consultant's Team; work with CLTC Team and ULBs and to identify and priorities organisational needs. Therefore, the professionals proposed for the position of Team Leader and Deputy Team Leader should be on Consulting Firms' role as an employee for at least last one year.

The qualification, experience and Roles & Responsibilities of key professionals shall be as described below:

1. Urban Planner / Town Planning Specialist for SLTC (1 No.)

Qualifications and Experience:

- i. Master's degree in Urban Planning of Regional Planning or Architecture Management with at least 5-7 years' experience in a managerial position.
- ii. Having experience in project management with 3-5 years in a managerial position.
- iii. Experience in working with large scale urban development/ affordable housing/slum development projects/programmes.
- iv. Experience in implementing urban reforms for states and ULBs.

Roles and responsibilities:

- i. Handholding support to the ULBs for the preparation of HFAPoA, DPR and AIP.
- ii. Handholding support to the ULBs in identifying slum pockets and other lands for housing development.
- iii. As part of the slum mapping exercise, assist the ULB in identifying ownership of the land occupied by slums and mapping of the same.
- iv. Handholding support to the ULBs in tenability analysis and choosing options for untenable slums.
- v. Assist the ULBs in selection of appropriate model for the in-situ slum redevelopment.
- vi. Review the city Master Plan and provide inputs to revise it in accordance with the mandatory conditions under the Mission.
- vii. Provide support in developing (approved) building layout plans for EWS/LIG housing.
- viii. Provide advice to MoHUPa on increasing financial inclusion for the urban poor.
- ix. Development AIP on the basis of HFAPoAs of the ULBs in consultations with State.
- x. Handholding support to States/UTs for the implementations of the slum redevelopment and Affordable Housing programmes.
- xi. Develop MIS formats and compilation of data from the ULBs.
- xii. Develop periodic monitoring system for achievements under each scheme components.
- xiii. Any other related tasks that may be entrusted upon by the State/SLNA.

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2. Housing Finance and Policy Specialist for SLTC (1 No.)

Qualifications and Experience:

- i. Post graduate in finance from recognized university with 5-7 years of experience in housing sector.
- ii. Having 3-5 yrs. experience in housing finance & banking and housing policy.
- iii. Experience in working with state government to examine and develop a range of options for financing housing projects.
- iv. Experience in training ULB staff on municipal finance, project finance and resource mobilization.
- v. Experience in promoting dialogue between all stakeholders involved in the housing finance sector at state level.
- vi. Experience in identifying and quantifying potential capital financing sources for housing finance in country.

Roles and Responsibilities:

- i. Undertake data and financial analysis on Housing Finance for the urban poor.
- ii. Prepare housing finance strategy for the State/UTs.
- iii. Co-ordinate with various HFIs and Banks at state level for ensuring support for the implementation of the programme.
- iv. Analyse the possible financing provisions for the State/UT.
- v. Undertake data analysis and fixing targets under CLSS component.
- vi. Monitor the utilization of funds and the achievement of targets of CLSS component periodically.
- vii. Provide inputs into MIS and reporting formats for CLSS component.
- viii. Organise meetings with Central Nodal Agencies (CNAs), i.e., National Housing Bank (NHB) and HUDCO and eliciting their feedback in coordination with the Mission Directorate.
- ix. Any other related tasks that may be entrusted upon by the State/SLNA.

3. Municipal Finance Specialist for SLTC (1 No.)

Qualifications and Experience :

- i. Post graduate in finance from recognized university with 5-7 years of experience in municipal finance.
- ii. Experience in evaluating urban infrastructure investments, and helping city governments to use a range of options for financing projects.
- iii. Experience to advice and train staff in municipal finance, project finance and resource mobilization, public private partnerships etc.

Roles and Responsibilities:

- i. Conduct an affordability analysis and gather information to prepare a sample financial model for the project for ULBs.



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- ii. Support ULBs to identify finance options available for financing urban infrastructure and leveraging funds from various sources.
- iii. Provide technical guidance to State to prepare policy guidance land notes on municipal finance.
- iv. Any other related tasks that may be entrusted upon by the State/SLNA.

4. Municipal / Civil Engineer for SLTC (1 No.)

Qualifications & Experience:

- i. Post graduate degree in Engineering with specialization in public health or civil engineering.
- ii. Having 5-7 years of experience in procurement, design, and supervision of housing and infrastructure works.
- iii. Experience in implementing new technologies in the housing sector.
- iv. Ability to assist ULBs to set standards and procedures for ensuring quality and monitoring compliance.
- v. Prior experience as municipal engineer will be an added advantage.

Role and Responsibilities:

- i. Technical support in the design and implementation of housing and infrastructure works.
- ii. Provide support to the ULBs to identify, evaluate and adapt green technologies, good construction practice and disaster resistant construction, area specific design and innovative technologies suiting to different geo-climatic zones.
- iii. Provide support to the states to select and tie up with Engineering institutes (such as IIT) and planning institution to develop implementation methodology for Technical Submission.
- iv. Support States to select a central technical institute, an Engineering college or a Planning college for institutional support.
- v. Facilitate enabling policy framework for use of emerging and green technologies in the states.
- vi. Provide technical support in tendering process and facilitate recruitment of quality consultants for preparation of Detailed Projects Report (DPRs), HFAPoA etc.
- vii. Review and appraise the Detailed Projects Report (DPRs) and provide feedback as and when necessary.
- viii. Develop and disseminate guidelines on project preparation, procurement and other related activities.
- ix. Assess the training needs in the implementation of technology submission and assist ULBs to access quality training on site or at recognized centers of excellence.
- x. Preparation of designing a scrutinizing/appraisal mechanism and a protocol for random check of projects and overall monitoring and evaluation of design and supervision of infrastructure works.
- xi. Support ULBs to prepare project monitoring formats and report on progress of construction and utilization of funds under HFA.
- xii. Any other related tasks that may be entrusted upon by the State/SLNA.

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5. PPP Specialist for SLTC (1 No.)

Qualifications & Experience:

- i. Post Graduate in Finance/ Economics or MBA in Finance or CA.
- ii. 5-7 years of professional experience in developing and managing projects on PPP mode.
- iii. Experience in formulation of PPP projects (including relevant concession agreements, due diligence processes, value for money audits, public sector comparator etc.)
- iv. Experience in preparing project agreements, tender process, detailed legal and contractual agreements, risk management and contingent liability issues, and financial analysis of complex project proposals with respect to PPP projects.

Role and Responsibilities:

- i. Handholding support to the ULBs to develop city/ULB level PPP plan of action.
- ii. Appraise project activities for carrying out of PPP Projects.
- iii. Review and analyses the projects designed for the various components of the Mission from PPP perspective.
- iv. Provide technical support to ULBs in preparing the pre-feasibility reports.
- v. Support the ULBs to develop mechanism to implement PPP projects.
- vi. Overall monitoring of the PPP project under the Mission.
- vii. Awareness building & training for relevant State Government Officials on PPP projects.
- viii. Any other related activities as decided by State/SLNA.

6. MIS Specialist for SLTC (1 No.)

Qualifications & Experience:

- i. Post Graduate degree in computer Science or Electronics or MCA/PGDCA.
- ii. 5-7 years of experience in government/semi govt. /autonomous organizations/private company of repute.
- iii. Exposure to software development & project management, database management, MIS etc.
- iv. Ability to work in a team and train staff to use the systems.
- v. Any other related tasks that may be entrusted upon by the State/SLNA.

Roles and Responsibilities:

- i. Coordination of data entry of the activities of Mission and file uploads into systems to be used by SLNA.
- ii. Support Local Bodies in coordinating/monitoring the housing demand surveys.
- iii. Work closely with the Urban Planning expert and support ULBs for the development of a MIS of land related data at state/city level that will include geo tagging references of the proposed housings.
- iv. Coordinate management of electronic data pertaining to the SLNA, including soft copies of letters, reports and numerical data. This may involve conversion of data and reports in hard copy to electronic form, as well as their storage in an organized filing system.
- v. Furnish reports/quarterly progress report to MoHUPA through SLSMC/SLNA.
- vi. Provide assistance to the City level MIS specialists as and when required.
- vii. Any other related tasks that may be entrusted upon by State/SLNA.

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7. Urban Infrastructure Specialist for SLTC (1 No.)

Qualifications & Experience:

- i. Post graduate degree in engineering from recognized university.
- ii. Broad range of experience in urban infrastructure and a strong background in public housing sector and public health engineering especially in water supply and sanitation.
- iii. At least 5-7 years of experience in designing and managing municipal infrastructure projects.
- iv. Familiar with the rules and procedures of the Urban Local Government.

Role and Responsibilities:

- i. Support ULBs in the preparation of City Action Plan.
- ii. Provide handholding support to the cities in assessing the gaps of infrastructure development in the city.
- iii. Support ULBs to ensure provision for operation and maintenance, value for money in urban infrastructure creation, and overall sustainability.
- iv. Provide support to the ULBs on regional best practices relating to project management, monitoring quality of construction, good procurement practices, PPPs etc.
- v. Any other related tasks that may be entrusted upon by State/SLNA.

8. Social Development specialist for SLTC (1 No.)

Qualifications & Experience

- i. Master's degree in Social Science/Sociology/Development Studies.
- ii. 5 -7years of work experience in social and community development.
- iii. Experience of working in the development areas, preferably with urban community and slums.
- iv. Knowledge and experience in participatory planning and community mobilization.
- v. Fluency in local language is essential.
- vi. Any other related tasks that may be entrusted upon by the State/SLNA.

Role and responsibilities

- i. Support the ULBs to develop a pre-project consultation mechanism with the stakeholders and ensure its incorporation in the HFAPoA.
- ii. Support in conducting social analysis, social audit and community participation.
- iii. Support the ULBs in the urban poor governance, empowering the local communities, CBOs, NGOs etc. in implementing housing projects.
- iv. Devise strategies to develop platforms for interface between the service providers, ULB officials and the community in the backdrop of the housing projects.
- v. Overall assessment and reporting of the social development impact of the project.
- vi. Support in analyzing the affordability of housing loans to the poor, along with willingness to pay.
- vii. Support conducting surveys in the low-income and resettlement projects and provide technical inputs in analyzing the data.

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- viii. Coordinate the social audit process at city level through Independent Facilitating Agency.
- ix. Ensure preparation of database of various stakeholder organizations (e.g. community organizations, nongovernment organizations, women's groups, and microfinance institutions involved in housing finance etc.) and participation of these organizations in the programme.
- x. Any other related tasks, including advocacy at state level, that may be entrusted upon by State/SLNA

9. Procurement Specialist for SLTC (1 No.)

Qualifications & Experience

- i. Post graduate in Accounting, Finance, Business Administration, Economics, Project Management, Law, or other relevant degree.
- ii. 5-7 years of experience in Management procurement programmes/activities in public/private sector.
- iii. Knowledge in state government's rules and procedures on procurement practices.
- iv. Experience in working in local government would be an added advantage.
- v. Fluency in local language essential.

Roles and Responsibilities

The procurement specialist will be involved in all the 4 verticals wherever procurement would be required. The roles & responsibilities are as follows:

- i. Analyse and select the procurement requirements for the implementation of Mission activities at State Level.
- ii. Prepare bidding documents and corresponding documents for procuring goods and services (e.g. contractors for construction work, resources agencies for technology submission etc.), do entire bid process management.
- iii. Support SLNA in conducting bidders meeting and provide clarification wherever required.
- iv. Manage the procurement process and prepare final evaluation report for review and approval by the Procurement Selection Committee.
 - (a) Co-ordinate with various HFIs, Banks, private bodies for ensuring possible support to the implementation of all the four verticals of the Mission.
- v. Any other related tasks that may be entrusted upon by the State/SLNA.

10. Capacity building/Institutional Strengthening Specialist (1 No.)

Qualifications & Experience

- v. Masters degree in Urban Planning or management or Social Sciences.
- vi. 5-7 years of working experience in the urban development sector.
- vii. Wide knowledge and experience in implementing capacity building programme for states and ULBs.
- viii. Experience in designing, implementing and evaluating capacity building activities, preferably in the municipal environment.

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Roles and responsibilities

- i. Overall responsibility for the management of Capacity Building programme in the state.
- ii. Support the State in preparing annual capacity-building plan.
- iii. Coordinate and monitor the organisation of State and City level training programmes in coordination with Network of Resource Centres empanelled by MoHUPA/State.
- iv. Develop capacity building modules appropriate to the city/ULBs on HFA components and organise training programmes on these modules.
- v. Develop the database of trainers and resource persons on urban poverty alleviation, planning, community participation, social development, engineering etc.
- vi. Support city level capacity building/training coordinator in organizing training programmes and bringing in resource persons for taking sessions during training programmes.
- vii. Collate and disseminate reports of the trainings and capacity building programmes.
- viii. Develop monitoring mechanism for the training and capacity building programmes.
- ix. Support ULBs in cross learning through organising study tours and exposure visits.
- x. Develop mechanism and monitor the impacts of training programmes and document learning's from the field.
- xi. Any other related tasks that may be entrusted upon by State/SLNA

NOTE: All proposed propositions will be liable to do any other work as and when assigned by UD&HD/ULBs.

2. Replacement of the Professionals:-

Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications. However, for replacement on request by the Consultant for the same position for the second time, the current remuneration, which would not include the reimbursable expenses, of the same position will be reduced by 10% for each replacement. No deduction in the current remuneration will be made in case of first time replacement on each position.

If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client. No deduction in the current remuneration will be made in case.

3. Facilities to be provided by the Client

The Client shall make available to the Consultants and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in the data sheet above provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Consultant shall agree on the manner in which the Consultants shall procure any such services, facilities and property from other sources, and the

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additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause 2.6 of the Data Sheet hereinafter.

Operations and management charges: Agency to arrange and pay for the following expenses:

- Providing computer /laptops for each expert with internet connection.
- Telecom expenses of experts.
- Office stationery and photocopy expenses.
- Local travel, boarding and lodging within and outside the state for experts as per requirement of work.
- Expenses of senior advisor coordinator for the of the be there for the project.

4. Location of the Professionals

The Services shall be performed at such locations specified by the department.

5. Assessment of skill/competencies required for the establishment of SLTC and CLTCs under HFA Mission

- 5.1 As per Clause. 12.13 to 12.15 of Mission Guidelines, provisions have been made to assist States/UTs and ULBs to constitute State Level Technical Cell (SLTC) with 5-10 specialists and City Level Technical Cell (CLTC) with 2-4 specialists. Provisions have also been made to increase the number of professionals at SLTC at state level and the number of professionals at metropolitan cities with prior approval from CSMC.
- 5.2 Based on the above clause and the scope & coverage of HFA Mission activities, an assessment has been made to identify the skill requirements for SLTC and CLTC to implement and monitor HFA Mission activities at State/UT and ULB levels. The analysis has been done against the skill sets required for the activities proposed under the Mission. The details as follows:

SI.No.	Activities	Sub activities	Specialist suggested
1.	Monitoring and supervision of preparation of HFAPoA	<ul style="list-style-type: none"> • Tenability Analysis • Determining viability for In-Situ Redevelopment Project (Technical & Financial) • Demand Assessment for beneficiaries for other urban poor • Survey and development of strategies for urban poor in non-slum areas or the following verticals: <ul style="list-style-type: none"> ○ Affordable Housing in 	Community/Social Development Specialist, Urban Planner, Civil Engineer, Housing Finance and Policy Specialist, Municipal Finance Specialist, Urban Economic Specialist, MIS Specialist

Sl.No.	Activities	Sub activities	Specialist suggested
		<ul style="list-style-type: none"> Partnership ○ Credit Linked Subsidy Scheme(CLSS) ○ Beneficiary-led individual house construction or enhancement ● Assessment of Investment requirement & resources 	
2.	Review of AIP prepared by agencies/consult atnts	<ul style="list-style-type: none"> ● Fixing Physical Target and Financial Requirement ● Checking of resource availability. Appraisal by State Level Appraisal Committee ● Approval by State Level Sanctioning and Monitoring Committee (SLSMC) 	Civil Engineer, Community/Social Development Expert, Urban Planner, Civil Engineer, Housing Finance and Policy Specialist, Municipal Finance Specialist, MIS Specialist
3.	Preparation of DPR for BLC component and review of other DPRs	<ul style="list-style-type: none"> ● Selection of Slum ● Land Possession and Land Use ● Survey and Mapping of Selected Slum ● Preparation of Design & Drawings ● Estimated Project Cost ● Financial and Technical Viability of Projects 	Civil Engineer, Urban Planner, Community/ Social Development Expert, Urban Planner, Civil Engineer, Housing Finance and Policy Specialist, Municipal Finance Specialist, MIS Specialist
4.	Implementation of four verticals		
4.1	"In situ" Slum Redevelopment	<ul style="list-style-type: none"> ● Organising consultation with the beneficiary including MPs & MLA ● Feasibility for Redevelopment of Slums ● Identification of Developer ● Bid Process Management ● Concurrent Monitoring & Quality Assurance ● Monitoring of Utilization of funds Appraisal by SLAC and approval by SLMC of AIP 	Civil Engineer, Housing Finance and Policy Specialist, Municipal Finance Specialist, Procurement Expert, Community Development Expert, MIS Specialist
4.2	Affordable Housing through Credit Linked Subsidy	<ul style="list-style-type: none"> ● Beneficiary selection ● Registration of PLIs with CNAs. ● CANs to channelize subsidy ● Documentation regarding application of loans to PLIs, SLNA 	Housing Finance and Policy Specialist, Municipal Finance Specialist, Urban Economic Specialist,

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Sl.No.	Activities	Sub activities	Specialist suggested
		<ul style="list-style-type: none"> to facilitate Disbursement of subsidy Monitoring and evaluation by CAN and feedback to MoHUPA 	MIS Specialist
4.3	Affordable Housing Partnership in	<ul style="list-style-type: none"> Identification of land and agencies in case of Affordable housing State/UTs/ULBs/Parastatal Identification of developer in case of Affordable Housing by State/UTs/ULBs/Parastatal with Private Sector Bid Process Management Concurrent Monitoring & Quality Assurance Monitoring of utilization of funds Appraisal by SLAC and approval by SLMC of AIP 	Civil Engineer, Housing Finance and Policy Specialist, Procurement Specialist and Urban Planner, Municipal Finance Specialist, MIS Specialist
4.4	Subsidy for beneficiary-led individual house construction	<ul style="list-style-type: none"> Verification of beneficiary Concurrent Monitoring & Quality Assurance. Monitoring of Utilization of funds Appraisal by SLAC and approval 	Civil Engineer, Urban Planner, Housing Finance and Policy Specialist, Municipal Finance Specialist, MIS Specialist
5.	Technology Interventions	<ul style="list-style-type: none"> Identify, evaluate and adapt, green technologies, good construction practices and disaster Resistant construction. Better Habitat planning & design Area specific design & technologies suiting to different geo-climatic zones. Innovative technologies and design for on-site & decentralized infrastructure. Extending technical support, capacity building & handholding to state Government by creating pool of professionals and skilled manpower. To facilitate enabling policy framework for use of emerging and green technologies in the states. 	Civil Engineer, Capacity Building/ Institutional Strengthening Specialist, MIS Specialist
6.	Capacity	<ul style="list-style-type: none"> Undertake need assessment of ULB 	Capacity building/

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Sl.No.	Activities	Sub activities	Specialist suggested
	building	<p>to implement HFA Mission activities</p> <ul style="list-style-type: none"> • Prepare state CB plan by consolidating the ULB requirements and get it approved from CSMC • identify and empanel RCs for undertaking the following activities: <ul style="list-style-type: none"> ○ Workshops/Trainings for States/UTs & ULBs at National, Regional, State and city level ○ Thematic Workshops and ToT programme (participants from more than one state/UT) ○ Study/Exposure visits ○ Documentation and dissemination of best practices and case studies/research studies ○ Handholding support to States/UTs and ULBs ○ IEC activities • Empanelment of Technical Institutions as Resource Centers (RCs) for providing training on emerging/new technologies on housing sector to State/UTs/ULBs • Coordinate, manage and monitor the CB activities of RCs • Prepare monthly report and submit for onward submission to MoHUPA • Budget monitoring 	Institutional Development Specialist, Training Coordinator, Knowledge Management Specialist, IEC specialist and MIS Specialist
7.	TPQMA	<ul style="list-style-type: none"> • Engagement of TPQMAs through bidding process by States/UTs. • Preparation of annual quality monitoring and assurance plan and submit the same to SLSMC for their approved. • Manage, coordinate and monitor the activities of TPQMA. 	MIS Specialist
8.	Social Audit	<ul style="list-style-type: none"> • Identification and selection of independent agency to undertake social audit at ULB level • Preparation of Annual Social audit 	Social/Poverty Specialist, IEC Specialist, Capacity Building

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SI.No.	Activities	Sub activities	Specialist suggested
		<ul style="list-style-type: none"> plan Organise training programmes for ULB staff and other relevant stakeholder on social audit Verify the social audit report of ULBs 	Specialist
9.	IEC/Knowledge management	<ul style="list-style-type: none"> Preparation of media plan/advocacy/communication strategy Implementation of strategy Support Social/Poverty Specialist to disseminate information on social audit through print and electronic media including social media Provide useful inputs to feed into the web site of the concerned department/ULB Dissemination of knowledge products through pamphlets, brochures etc. Organise knowledge forums to share best practices and experiences 	IEC/Knowledge Management Specialist, MIS Specialist
10.	Procurement of services	<ul style="list-style-type: none"> Preparation of tender documents to procure services for HFAPoA and DPR preparation Empanelment o Network of Resource Centers (NRCs) at State level. Select States/UTs and ULBs to identify and select agencies/institution for HFAPoA preparation, DPR preparation and undertaking CB activities through RCs. 	Procurement Specialist

6. Scope of Work for City Level Technical Cell (CLTC)

There are total 140 Urbal Local Bodies in the state, of which only Patna is the Million Plus city while there are 11 other Municipal Corporations. These all Municipal Corporations are District HQ also. There are total 43 Municipal Council towns of which 25 are District HQ towns and 17 are Non District HQ towns. There are 85 Nagar Panchayat towns of which two are Distt. HQ towns. Complete list of 140 towns is given below:

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S.No	Name of Statutory Town	Status	District	Pop. 2011	No_H H	No. of Wards	Area in sq Kms
1	2	3	4	5	6	7	8
1	Patna	Nagar Nigam	Patna	1684297	294631	72	108.34
2	Gaya	Nagar Nigam	Gaya	474093	72978	53	50.17
3	Bhagalpur	Nagar Nigam	Bhagalpur	400146	69984	51	30.17
4	Muzaffarpur	Nagar Nigam	Muzaffarpur	354462	65870	49	26.43
5	Biharsharif	Nagar Nigam	Nalanda	297268	48641	46	23.5
6	Darbhanga	Nagar Nigam	Darbhanga	296039	56492	48	19.18
7	Purnia	Nagar Nigam	Purnia	282248	54058	46	44.52
8	Ara	Nagar Nigam	Bhojpur	261430	39274	45	30.97
9	Begusarai	Nagar Nigam	Begusarai	252008	47030	45	8.98
10	Katihar	Nagar Nigam	Katihar	240838	47059	45	24.54
11	Munger	Nagar Nigam	Munger	213303	38921	45	17.5
12	Chapra	Nagar Nigam	Saran	202352	31501	44	16.96
13	Bettiah	Nagar Parishad	West Champaran	132209	24463	39	8.01
14	Hajipur	Nagar Parishad	Vaishali	147688	24033	39	19.64
15	Supaul	Nagar Parishad	Supaul	65437	12495	28	22.37
16	Siwan	Nagar Parishad	Siwan	135066	21223	38	13.05
17	Sitamarhi	Nagar Parishad	Sitamarhi	67818	12718	28	7.77
18	Sheikhpura	Nagar Parishad	Sheikhpura	62927	10181	27	15.58
19	Samastipur	Nagar Parishad	Samastipur	67925	13135	39	3.45
20	Saharsa	Nagar Parishad	Saharsa	156540	28862	29	21.13
21	Sasaram	Nagar Parishad	Rohtas	147408	23866	40	10.9
22	Nawada	Nagar Parishad	Nawada	98029	15399	33	5.68
23	Madhubani	Nagar Parishad	Madhubani	75736	13583	30	2.52
24	Madhepura	Nagar Parishad	Madhepura	54472	10577	26	25.84
25	Lakhisarai	Nagar Parishad	Lakhisarai	99979	17214	33	24.79
26	Kishanganj	Nagar Parishad	Kishanganj	105782	20698	34	30.12
27	Khagaria	Nagar Parishad	Khagaria	49406	9123	26	2.97
28	Bhabua	Nagar Parishad	Kaimur	50179	7855	25	7.12
29	Jamui	Nagar Parishad	Jamui	87357	14509	30	26.45
30	Buxar	Nagar Parishad	Buxar	102861	16710	34	5.16
31	Jehanabad	Nagar Parishad	Jehanabad	103202	16802	33	20.23
32	Gopalganj	Nagar Parishad	Gopalganj	67339	10796	28	11.11
33	Motihari	Nagar Parishad	East Champaran	126158	22224	38	13.89
34	Aurangabad	Nagar Parishad	Aurangabad	102244	15782	33	21.33
35	Arwal	Nagar Parishad	Arwal	51849	8453	25	3.00

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S.No	Name of Statutory Town	Status	District	Pop. 2011	No_H H	No. of Wards	Area in sq Kms
36	Araria	Nagar Parishad	Araria	79021	15248	29	30.97
37	Bagaha	Nagar Parishad	West Champaran	112634	20980	35	46.83
38	Narkatiaganj	Nagar Parishad	West Champaran	49507	9083	25	10.96
39	Danapur Nizamat	Nagar Parishad	Patna	182429	28932	39	11.63
40	Phulwari Sharif	Nagar Parishad	Patna	81740	13404	28	6.48
41	Barh	Nagar Parishad	Patna	61470	9310	27	4.50
42	Mokameh	Nagar Parishad	Patna	60678	9742	28	14.18
43	Masaurhi	Nagar Parishad	Patna	59803	10210	26	9.43
44	Dehri	Nagar Parishad	Rohtas	137231	23234	40	21.32
45	Khagaul	Nagar Parishad	Patna	44364	7951	27	5.32
46	Hilsa	Nagar Parishad	Nalanda	51052	8681	26	12.67
47	Jamalpur	Nagar Parishad	Munger	105434	20372	36	10.65
48	Raxaul Bazar	Nagar Parishad	East Champaran	55536	9513	25	5.82
49	Benipur	Nagar Parishad	Darbhanga	75317	15078	29	45
50	Dumraon	Nagar Parishad	Buxar	53618	8621	26	15.33
51	Sultanganj	Nagar Parishad	Bhagalpur	52892	9410	25	12.29
52	Bihat	Nagar Parishad	Begusarai	67952	12958	30	
53	Forbesganj	Nagar Parishad	Araria	50475	9632	25	4.98
54	Sheohar	Nagar Panchayat	Sheohar	28116	5858	15	9.33
55	Banka	Nagar Panchayat	Banka	45977	8811	22	18.87
56	Ramnagar	Nagar Panchayat	West Champaran	48411	9123	23	16.2
57	Chanpatia	Nagar Panchayat	West Champaran	27095	5225	15	7.57
58	Mahnar Bazar	Nagar Parishad	Vaishali	48293	7908	23	10.02
59	Lalganj	Nagar Panchayat	Vaishali	37098	6339	19	7.86
60	Mahua	Nagar Panchayat	Vaishali	18599		16	8.04
61	Nirmali	Nagar Panchayat	Supaul	20189	3841	12	5.3
62	Birpur	Nagar Panchayat	Supaul	19932	4157	13	8.67
63	Maharajganj	Nagar Panchayat	Siwan	24282	3757	14	7.6
64	Mairwa	Nagar Panchayat	Siwan	23565	3626	13	6.23
65	Bairgania	Nagar Panchayat	Sitamarhi	42895	8010	21	14.32
66	Belsand	Nagar Panchayat	Sitamarhi	20566	4587	13	10.09
67	Dumra	Nagar Panchayat	Sitamarhi	15674	3043	11	2.28
68	Janakpur Road	Nagar Panchayat	Sitamarhi	15129	3239	11	3.1

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S.No	Name of Statutory Town	Status	District	Pop. 2011	No_H H	No. of Wards	Area in sq Kms
69	Barbigha	Nagar Panchayat	Sheikhpura	46075	7615	23	15.6
70	Parsa Bazar	Nagar Panchayat	Saran	47476		21	
71	Ekma Bazar	Nagar Panchayat	Saran	39584		19	
72	Revelganj	Nagar Panchayat	Saran	39039	6016	21	12.48
73	Sonepur	Nagar Panchayat	Saran	37776	6383	21	8.27
74	Dighwara	Nagar Panchayat	Saran	32741	5237	18	13.27
75	Marhaura	Nagar Panchayat	Saran	29932	4934	16	12.62
76	Rosera	Nagar Panchayat	Samastipur	31155	5955	18	1.03
77	Dalsinghsarai	Nagar Panchayat	Samastipur	23862	4229	14	2.94
78	Simari Bakhtiyarpur	Nagar Panchayat	Saharsa	28150		15	
79	Bikramganj	Nagar Panchayat	Rohtas	48465	7968	23	15.64
80	Nokha	Nagar Panchayat	Rohtas	27302	4381	15	13.45
81	Nasriganj	Nagar Panchayat	Rohtas	23819	3656	14	
82	Kochas	Nagar Panchayat	Rohtas	21597		16	
83	Koath	Nagar Panchayat	Rohtas	18890	2854	12	5.87
84	Kasba	Nagar Panchayat	Purnia	30421	6585	17	15.74
85	Banmankhi Bazar	Nagar Panchayat	Purnia	30336	5771	17	20.15
86	Fatuha	Nagar Panchayat	Patna	50961	8225	23	4.9
87	Bakhtiyarpur	Nagar Parishad	Patna	47897	7295	20	13.18
88	Maner	Nagar Panchayat	Patna	40068	6125	19	12
89	Naubatpur	Nagar Panchayat	Patna	25011	4363	15	
90	Bikram	Nagar Panchayat	Patna	22486	3681	14	
91	Khusrupur	Nagar Panchayat	Patna	15731	2667	10	4.23
92	Warisaliganj	Nagar Panchayat	Nawada	34056	5292	20	31.11
93	Hisua	Nagar Panchayat	Nawada	32585	5096	17	6.33
94	Rajgir	Nagar Panchayat	Nalanda	41587	7030	19	50.18
95	Islampur	Nagar Panchayat	Nalanda	35641	6088	19	6
96	Silao	Nagar Panchayat	Nalanda	25674	4183	14	9
97	Motipur	Nagar Panchayat	Muzaffarpur	28572	5278	15	12.77
98	Kanti	Nagar Panchayat	Muzaffarpur	25051	5045	14	16.16
99	Sahebganj	Nagar Panchayat	Muzaffarpur	23224	4389	13	4.9
100	Haweli Kharagpur	Nagar Panchayat	Munger	31385	5978	18	9.74
101	Jhanjharpur	Nagar Panchayat	Madhubani	30590	5904	16	12.44
102	Jainagar	Nagar Panchayat	Madhubani	21782	4198	14	1.55
103	Ghoghardiha	Nagar Panchayat	Madhubani	18257	3257	11	8.73
104	Murliganj	Nagar Panchayat	Madhepura	28691	5736	15	14.07

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S.No	Name of Statutory Town	Status	District	Pop. 2011	No_H H	No. of Wards	Area in sq Kms
105	Barahiya	Nagar Panchayat	Lakhisarai	43032	6893	24	26.54
106	Bahadurganj	Nagar Panchayat	Kishanganj	36993	7483	18	29.17
107	Thakurganj	Nagar Panchayat	Kishanganj	18348	3767	12	10.46
108	Gogri Jamalpur	Nagar Panchayat	Khagaria	37753	6983	20	9.49
109	Manihari	Nagar Panchayat	Katihar	26629	5168	15	11.31
110	Mohaniya	Nagar Panchayat	Kaimur	32221		16	7.2
111	Makhdumpur	Nagar Panchayat	Jehanabad	31994	5018	19	23.47
112	Jhajha	Nagar Panchayat	Jamui	40646	7223	22	9.87
113	Barauli	Nagar Panchayat	Gopalganj	41877	6482	21	22.21
114	Mirganj	Nagar Panchayat	Gopalganj	26240	4148	16	5.48
115	Kataiya	Nagar Panchayat	Gopalganj	20193	3211	13	12.06
116	Sherghati	Nagar Panchayat	Gaya	40666	6113	20	10.79
117	Bodh Gaya	Nagar Panchayat	Gaya	38439	6303	19	19.58
118	Tekari	Nagar Panchayat	Gaya	21324	3210	13	2.66
119	Dhaka	Nagar Panchayat	East Champaran	42063	7271	20	12.93
120	Sugauli	Nagar Panchayat	East Champaran	38815	7480	20	19.25
121	Pakri Dayal	Nagar Panchayat	East Champaran	29582	5912	15	
122	Areraj	Nagar Panchayat	East Champaran	26014	4232	14	13.7
123	Mehsi	Nagar Panchayat	East Champaran	25995	4892	15	7.16
124	Chakia	Nagar Panchayat	East Champaran	20686	3618	12	6.23
125	Kesaria	Nagar Panchayat	East Champaran	18984	3373	11	3.2
126	Piro	Nagar Panchayat	Bhojpur	33785	5033	17	6.47
127	Jagdishpur	Nagar Panchayat	Bhojpur	32447	5295	18	25.63
128	Behiya	Nagar Panchayat	Bhojpur	26707	4202	14	4.06
129	Shahpur	Nagar Panchayat	Bhojpur	17767	2734	11	11.04
130	Koilwar	Nagar Panchayat	Bhojpur	17725	2893	14	5.6
131	Naugachhia	Nagar Panchayat	Bhagalpur	49069	8547	23	11.24
132	Kahalgaon	Nagar Panchayat	Bhagalpur	33700	6315	17	6.3
133	Teghra	Nagar Panchayat	Begusarai	56234	10772	25	
134	Balia	Nagar Panchayat	Begusarai	47550	8820	24	
135	Bakhri	Nagar Panchayat	Begusarai	40043	8280	20	
136	Amarpur	Nagar Panchayat	Banka	25336	4793	14	11.18

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S.No	Name of Statutory Town	Status	District	Pop. 2011	No_H H	No. of Wards	Area in sq Kms
137	Daudnagar	Nagar Panchayat	Aurangabad	52364	8111	23	13.96
138	Rafiganj	Nagar Panchayat	Aurangabad	35536	5389	16	4.56
139	Nabinagar	Nagar Panchayat	Aurangabad	23984	3803	14	17.42
140	Jogabani	Nagar Panchayat	Araria	39281	7901	19	15.12

The CLTCs will provide support to the ULBs in preparing DPRs, monitoring formats, reports, brochures & leaflets for IEC activity. The CLTC will also find out source of funding, explore possibility of implementation on PPP mode and will prepare PPP concessionaire agreements & other documents. The CLTC experts will also provide trainings to the ULB officials & engineers for successful implementation of scheme. The CLTC will also organise workshops & training programs at ULB level. The City Level Technical Cell (CLTC) will supervise and monitor the construction of houses as per the approved DPRs in thier respective towns.

To implement the Housing for All (HFA) scheme successfully in all 140 towns, following professionals need to be deployed by the consultant:

S. No.	Position	Required Nos.	S. No.	Position	Required Nos.
1.	Urban Planner/Town Planning Specialist	1	2	Municipal Finance Specialist	1
3	Municipal/Civil Engineer	140	4	MIS Specialist	55
5.	PPP Specialist	12			

PPP specialists will be stationed in all Nagar Nigams. The Urban Planner/Town Planning Specialist and Municipal Finance Specialist will be stationed at Patna Nagar Nigam only. The MIS Specialist will be stationed at all the Nagar Nigams and Nagar Parishads. Whereas, Municipal Civil Engineers will be stationed in all the ULBs. Except for Urban Planner/Town Planning Specialist, only graduate is required for all other positions under CLTC.

The required qualification, experience and Roles & Responsibility of each key expert proposed for CLTCs shall be as follows:

I. Urban Planner / Town Planning Specialist (1 No.)

Qualifications & Experience:

- i. Post Graduate in Urban Planning or Regional Planning or Geography.
- ii. Minimum of 3 years of work experience in urban planning with experience of urban infrastructure projects/affordable housing/slum development projects.

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- iii. Experience of reform oriented projects is desirable.
- iv. Fluency in local language desirable.

Roles and Responsibilities:

- i. Programme design and implementation of the HFAPoA according to HFA Mission.
- ii. Identify in consultation with the local body the geographic area to be covered under HFA city plan.
- iii. Assist in identifying the slum pockets and other areas to be covered under the HFA within the city.
- iv. Assist in amending/preparing city Master Plan for earmarking land slum redevelopment and affordable housing.
- v. As part of the slum mapping exercise, identify ownership of the land occupied by slums and map various categories of land e.g. public land, private land, disputed land etc.
- vi. Assist in categorization of each slum in terms of its tenability.
- vii. Assist in selection of best model for in-situ development and deciding options for relocation of untenable slums.
- viii. Assist in developing building plans and lay-outs for EWS/LIG houses that will be considered as pre-approved plans for the purpose of single-window clearance for layout approvals and building permissions at ULB Level.
- ix. Assist in integration of the data and housing demand survey information at city level to create MIS.
- x. Develop and update databases on planning related activities.
- xi. Any other related tasks that may be entrusted upon by the ULB/SLNA/BUDA.

II. Municipal Finance Specialist (1 No.)

Qualifications and Experience

- i. Graduate degree in finance or equivalent qualification from recognized university.
- ii. Minimum 3 years of experience in housing finance or banking or housing policy.
- iii. Experience in helping State/UT governments and ULBs to examine and use a range of options for financing housing projects.
- iv. Experience in training ULB staff on municipal finance, project finance and resource mobilization.

Roles and Responsibilities

- i. Provide support to the ULBs on methods of increasing financial inclusion for the urban poor.
- ii. Undertaking financial analysis on housing finance for the implementation of the programme.
- iii. Provide the inputs to MIS specialist to generate MIS.

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- iv. Maintain financial formats and provide inputs to it.
- v. Co-ordinate with various HFIs, Banks, private bodies for ensuring possible support.
- vi. Carry out overall monitoring and supervision of the finance part.
- vii. Any other related tasks that may be entrusted upon by the ULB/SLNA/BUDA.

III. Municipal / Civil Engineer (140 Nos)

Qualifications and Experience

- i. Graduate degree in Engineering with specialization in public health engineering or diploma in Engineering.
- ii. At least 3 years of experience in procurement, design, and supervision or infrastructure works.
- iii. Ability to assist ULBs to set standards and procedures for ensuring quality and monitoring compliances.
- iv. Prior experience as municipal engineer will be an added advantage.
- v. Fluency in local language essential.


Roles and Responsibilities

- i. Identify an adapt green innovative technologies, good construction practices, disaster resistant construction, area specific design etc. to suit the local requirements.
- ii. Recruitment of quality consultants for preparation of city plan of action, DPR and ensure timely submission of the documents in coordination with the Municipal Engineer I State Level Technical Cell.
- iii. Provide technical support in associating with ethical institutes on design and supervision of infrastructure works and ensure good quality assurance.
- iv. Assess the training needs in engineering and assist ULBs to access quality training on site or at recognized centers of excellence.
- v. Review the City Plan of Actions and DPRs for precision and detail and provide feedback as necessary.
- vi. Support ULB to report with precision on progress of construction and utilization of funds under HFA.
- vii. Any other related tasks that may be entrusted upon by the ULB/SLNA/BUDA.

IV. MIS Specialist (55 Nos.)

Qualifications and Experience

- i. Graduate in Computer Science/Electronics or MCA/PGDCA.
- ii. 3-5 years of work experience in government/semi govt./autonomous organizations/private company of repute.
- iii. Experience in software development and database management.
- iv. Fluency in local language essential.


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Roles and Responsibilities

- i. Coordinate the data entry and file uploads into systems to be used by Urban Local Body (ULB) on a regular basis.
- ii. Prepare detailed formats and ensuring the data entry in the desired MIS application.
- iii. Set up systems for measuring and monitoring and reporting progress of the projects.
- iv. Prepare quarterly progress report and submit the same to SLNA through ULB.
- v. Any other related tasks that may be entrusted upon by the ULB/SLNA/BUDA.

V. PPP Specialist (One each for Patna Nagar Nigam, 11 other Nagar Nigams)

Qualifications & Experience

- i. Graduate in Commerce/Economics or CA/MBA/BBA.
- ii. 3-5 yrs. professional experience in developing and managing projects on PPP mode.
- iii. Experience in formulation of PPP projects (including relevant concession agreements, due diligence processes, value for money audits, public sector comparator, etc.)
- iv. Experience in preparing project agreements, tender process, detailed legal and contractual agreements, risk management and contingent liability issues, and financial analysis of complex project proposals with respect to PPP projects.

Role and responsibilities

- i. Support to ULB to develop city/ULB level PPP plan of action.
- ii. Appraise project activities for carrying out of PPP Projects.
- iii. Review and analyse the projects from PPP perspective.
- iv. Assist in preparing the pre-feasibility reports for the ULBs.
- v. Inspect, visit and review any PPP project under implementation in the cities.
- vi. Awareness Building & Training for relevant State Government Officials on PPP projects.
- vii. Any other related tasks that may be entrusted upon by the ULB/SLNA/BUDA.

7. Verification of Attendance

The consultant should submit attendance certificate and record of attendance duly verified by the Municipal Commissioner / Executive officer of the ULB where the key experts are deployed for the purpose of release of payments. If the key expert deployed in CLTC is visiting the ULB other than the ULB where he is deployed or visiting SLTC office, he shall obtain attendance certificate from the Municipal Commissioner / Executive Officer of the visited ULB or from the Nodal Officer of HFA, if visiting SLTC office. The attendance of the key experts working in SLTC shall be verified by the Nodal Officer of HFA. If the key expert of SLTC is visiting any ULB, he shall obtain attendance certificate from the Municipal Commissioner / Executive Officer of the visited ULB. The attendance of any key expert outside the state shall be verified by the Nodal Officer of HFA.

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8. Deliverables

The agency will be responsible for the following deliverables apart from the job descriptions mentioned:

- The Consultants will be responsible to achieve the ULB-wise annual targets under all the verticals of PMAY (HFA).
- Provide experts up to contract period as per the ToR given in the RFP.
- To keep the experts in position by the date mentioned in the RFP.
- To provide suitable replacement within 30 days, in case any of the technical experts leaves the job. Beyond that period, the agency will be charged a fine which may be up to a maximum of ₹ 2,000 per day.
- Submit monthly and quarterly reports on the progress of the Scheme and contribution made by the Experts to achieve the targets as set out by the department.
- The consultant and its personnel will extend their services and resources, available with it in this Assignment, to support the client and/or its personnel, in managing other schemes of the UD&HD for no consideration/s whatsoever.

9. Reporting Requirement

1. The SLTC will report the progress of the project against pre-determined benchmark metrics periodically.
2. The progress report should contain technological inputs to improve quality, to remove bottlenecks and also to suggest catch up plans for projects falling behind schedule, if any.
3. The SLTC should develop a routine and exception reporting MIS structure scheduled in alignment with project reporting requirements.
4. Apart from these the SLTC should prepare reports as required under the overall guidelines of the project as set by BUDA (SLNA) from time to time and assist the SLNA in decision making with Decision Support Structure reports.
5. SLTC will also monitor mandatory reforms progress timeline and liaise with concerned Departments viz. MoHUA, and other state departments from time to time.

10. Payment Schedule

This is both an input and output based Contract wherein a part of the payment will be linked to Output results achieved by the Consultant.

10.1 Input-Based

80% of the total Contracted value, divided into 24 months, shall be paid against the actual monthly inputs of the Experts on submission of approved monthly Timesheets (For SLTC the

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approving authority is Nodal Officer of HFA and CLTCs the approval authority is Commissioners / Executive Officers of the respective ULBs along with the Monthly Reports.

The payment for the Input-Based services will be made on monthly basis against the satisfactory services rendered and submission of approved time sheets and MPRs subject to deductions on pro-rata basis against absences.

10.2 Output-Based

20% of the remaining contract value will be payable against successful achievement of deliverables/milestones described below. Payments will be on achievement of actual targets and variance (over achievement / under achievement) and will be payable **quarterly on pro-rata basis**.

The Payment Schedule for the assignment is as follows:

Description	Payment Percentage	
	40% (of 20% of the total contract value)	60% (of 20% of the total contract value)
20% of the total Contract Value (Against percentage achievement of the of annual targets which would include cumulative targets of all the 4 verticals)	Against the works (construction) started during each quarter against the annual targets on pro-rata basis	Against the works (construction) completed during each quarter against the annual targets on pro-rata basis

- In case of annual targets are not achieved, the remaining targets would be carried forward and will be clubbed with the targets of next year.
- It is expected that the financial is inclusive of all requirements for satisfactory performance of the services included in ToR. If the consultant has not considered any component for the performance of the services, no extra payment shall be made on this account.

11. Applicability of BIHAR FINANCIAL RULES, 2005

In case of any dispute or contradictory provisions in the RFP; provisions of Bihar Financial Rules shall be effective and binding upon the ULB as well the Consultant.

12. Right to accept and to reject any or all Bids

12.1 Notwithstanding anything contained in this RFP, the BUDA reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

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12.2 BUDA reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents. Failure of the BUDA to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the BUDA thereunder.

12.3 Any misrepresentation or furnishing an improper response shall lead to disqualification of the Bidder.

12.4 Further, in case disqualification or rejection occur after appointment of Selected Bidder or in case the selected bidder does not sign the Agreement, then the BUDA shall take any such measure as it deems fit in the sole discretion, including annulling the Bidding Process and proceeding with re-tendering the Project.

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Section 6.
STANDARD FORM OF CONTRACT
Consultants' Services

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Contents

- I. Form of Contract
- II. General Conditions of Contract
 - 1. General Provisions
 - 2. Commencement, Completion, Modification and Termination of Contract
 - 3. Obligations of the Consultant
 - 4. Consultants' Personnel
 - 5. Obligations of the Employer
 - 6. Payments to the Consultant
 - 7. Fairness and Good Faith
 - 8. Settlement of Disputes
 - 9. Liquidated Damages
 - 10. Miscellaneous Provisions
- III. Special Conditions of Contract
- IV. Appendices
 - Appendix A: Terms of Reference
 - Appendix B: Reporting Requirements
 - Appendix C: Staffing Schedule
 - Appendix D: Breakdown of Contract Price
 - Appendix E: Terms of Payment
 - Appendix F: Signed copy of Pre-Bid Meeting Minutes
 - Appendix G: Signed copy of Addendum (if any)
 - Appendix H: Copy of Performance Security

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CONTRACT FOR CONSULTANTS' SERVICES

between

Bihar Urban Development Agency

**Urban Development & Housing Department
Government of Bihar**

And

[name of the Consultant]

On Dated:

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Form of Contract

(Text in brackets [] is optional; all notes should be deleted in final text) -

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, [name of client] (hereinafter called the "Client") and, on the other hand, [name of Consultant] (hereinafter called the "Consultant").

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "...(hereinafter called the "Client") and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter called the "Consultant").]

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: [Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix]
 - Appendix A: Terms of Reference
 - Appendix B: Reporting Requirements
 - Appendix C: Staffing Schedule
 - Appendix D: Breakdown of Contract Price
 - Appendix E: Terms of Payment
 - Appendix F: Signed copy of Pre-Bid Meeting Minutes

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Appendix G: Signed copy of Addendum (if any)

Appendix H: Copy of Performance Security

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of *[name of Client]*

[Authorized Representative]

For and on behalf of *[name of Consultant]*

[Authorized Representative]

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

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General Conditions of Contract

1. General Provisions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- (b) "Consultant" means any private or public entity that will provide the Services to the "Employer" under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) "Day" means calendar day.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) "Foreign Currency" means any currency other than the currency of the "Employer's" country.
- (g) "GC" means these General Conditions of Contract.
- (h) "Government" means the Government of India
- (i) "Local Currency" means Indian Rupees.
- (j) "Member" means any of the entities that make up the joint venture/consortium/association; and "Members" means all these entities.
- (k) "Party" means the "Employer" or the Consultant, as the case may be, and "Parties" means both of them.
- (l) "Personnel" means professionals and support staff provided by the Consultants assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the


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Government's country; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a).

(m) "Reimbursable expenses" means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].

(n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.

(o) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(p) "Third Party" means any person or entity other than the "Employer", or the Consultant.

(q) "In writing" means communicated in written form with proof of receipt.

1.2 Relationship Between the Parties : Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer" and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4 Headings: The headings shall not limit, alter or affect the meaning of this Contract.

1.5 Notices

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

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.6 Location: The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the "Employer" may approve.

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1.7 Authority of Lead Partner: In case the Consultant consists of a joint venture/consortium/ association of more than one entity, the Members hereby authorize the entity specified (Lead Consultant) in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the "Employer" under this Contract, including without limitation the receiving of instructions and payments from the "Employer". However, each member or constituent of Consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.

1.8 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Employer" or the Consultant may be taken or executed by the officials specified in the SC.

1.9 Taxes and Duties: The Consultant, and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.10 Fraud and Corruption

1.10.1 Definitions: It is the Employer's policy to require that Employers as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) "collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.10.2 Measures to be taken by the Employer

(a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the

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selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;

(b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

1.10.3 Commissions and Fees

At the time of execution of this Contract, the Consultants shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract: This Contract shall come into force and effect on the date (the "Effective Date") of the "Employer"'s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services: The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

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

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2.6 Modifications or Variations: (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party. (b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken: (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such

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event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the "Employer", shall either:

(i) demobilize,; or

(ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension: The "Employer" may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.9 Termination

2.9.1.1 By the "Employer": The "Employer" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1.1

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the "Employer" may have subsequently approved in writing.

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.



(d) If the Consultant, in the judgment of the "Employer", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

(e) If the Consultant submits to the "Employer" a false statement which has a material effect on the rights, obligations or interests of the "Employer".

(ee) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.

(f) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.

(g) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(h) If the "Employer", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2 In such an occurrence the "Employer" shall give a not less than thirty (30) days' written notice of termination to the Consultants, and sixty (60) days' in case of the event referred to in (h).

2.9.2 By the Consultant: The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the "Employer", in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

(a) If the "Employer" fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the "Employer" fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

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

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2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

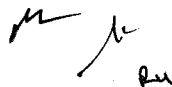
2.9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly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

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the "Employer" shall make the following payments to the Consultant:

(a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;

(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date. The consultant will also be required to pay any excess amount paid to Consultant by the Client against the invoices raised by the Constultant or by any other means.

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.



3. OBLIGATIONS OF THE CONSULTANT

3.1 General

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

3.2 Conflict of Interests: The Consultant shall hold the "Employer"'s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 Consultant not to benefit from Commissions, Discounts, etc.: (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the "Employer" on the procurement of goods, works or services, the Consultant shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Employer". Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the "Employer".

3.2.2 Consultant and Affiliates Not to Engage in Certain Activities: The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities: The Consultant shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

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3.3 Confidentiality: Except with the prior written consent of the "Employer", the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken out by the Consultant: The Consultant (i) shall take out and maintain, at their own cost, insurance against the risks, and for the coverages specified in the SC, and (ii) at the "Employer"'s request, shall provide evidence to the "Employer" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.5 GPF and ESI: The Consultant shall be responsible for provision of GPF, ESI or any other such requirements, mandated by relevant laws or Rules of the State or Central Governments at their own cost. And will indemnify the Client against violation of any such statutory or legal requirements.

3.6 Accounting, Inspection and Auditing: The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the "Employer" or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "Employer" or the Employer, if so required by the "Employer" or the Employer as the case may be.

3.7 Consultant's Actions Requiring "Employer"'s Prior Approval: The Consultant shall obtain the "Employer"'s prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed in Appendix C.
- (b) Subcontracts: the Consultant shall not subcontract work relating to the Services to any extent and the Consultant shall always retain full responsibility for the services provided by any Third Party. In the event that any Sub-Consultants are found employed by the Consultants, by the "Employer", which is undesirable in discharging assigned duties, the "Employer" may take necessary action, legal or financial or both or any other action as per law of the land.

3.8 Reporting Obligations: The Consultant shall submit to the "Employer" the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in hard disk in addition to the hard copies specified in said Appendix.

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3.9 Documents Prepared by the Consultant to be the Property of the "Employer": All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the "Employer" under this Contract shall become and remain the property of the "Employer", and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the "Employer"'s prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.10 Equipment, Vehicles and Materials Furnished by the "Employer": Equipment, vehicles and materials made available to the Consultant by the "Employer", or purchased by the Consultant wholly or partly with funds provided by the "Employer", shall be the property of the "Employer" and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the "Employer" an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the "Employer"'s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the "Employer" in writing, shall insure them at the expense of the "Employer" in an amount equal to their full replacement value.

3.11 Equipment and Materials Provided by the Consultants: Equipment or materials brought into for the assignment by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

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

4.2 Description of Personnel: (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the consultant's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Employer", his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the "Employer", provided (i) that such adjustments



shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Employer"'s written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Employer" and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel: The Key Personnel listed by title as well as by name in Appendix C are hereby approved by the "Employer". In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the "Employer" for review and approval a copy of their Curricula Vitae (CVs). If the "Employer" does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Employer".

4.4 Removal and/or Replacement of Personnel: (a) Except as the "Employer" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the "Employer" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the "Employer"'s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "Employer".

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Employer". The rate of remuneration applicable to a replacement person, for the second replacement of same position, in case of Experts provided to SLTC, will be the 10% less than the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

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(d) The rate of remuneration applicable to a replacement person, in case of Experts provided to CLTCs, will be the the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement, at the CLTC, shall not exceed the remuneration which would have been payable to the Personnel replaced.

5. OBLIGATIONS OF THE “EMPLOYER”

5.1 Assistance and Exemptions : Unless otherwise specified in the SC, the “Employer” shall use its best efforts to ensure that the Government shall:

(a) Provide the Consultant, and Personnel with work permits and such other documents as shall be necessary to enable the Consultant or Personnel to perform the Services.

(b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.

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

(d) Provide to the Consultant and Personnel any such other assistance as may be specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e. Goods and Service Tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.3 Services, Facilities and Property of the “Employer”: (a) The “Employer” shall make available to the Consultant and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property and in the manner described in Data Sheet to Instructions to Consultant in RFP.

(b) In case that such services, facilities and property shall not be made available to the Consultant, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultant for the performance of the Services .


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5.4 Payment: In consideration of the Services performed by the Consultant under this Contract, the “Employer” shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5 Counterpart Personnel: (a) If necessary, the “Employer” shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the Consultant’s advice, if specified in the contract.

(b) Professional and support counterpart personnel, excluding “Employer”’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the “Employer” shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT

6.1 Total Cost of the Services (a) The total cost of the Services payable is set forth in Appendix D as per the consultant’s proposal to the Employer and as negotiated thereafter.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment: All payments shall be made in Indian Rupees.

6.3 Terms of Payment: The payments in respect of the Services shall be made as follows:

(a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC 13.

(b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 60 days of receipt of it, the Employer shall release the payment to the consultant without further delay.

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(c) Final Payment : The final payment as specified in SC 13 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the "Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Employer" unless the "Employer", within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Employer" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the "Employer" within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the "Employer" for reimbursement must be made within twelve (12) calendar months after receipt by the "Employer" of a final report and a final statement approved by the "Employer" in accordance with the above.

(d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the consultant and the consultant has made presentation to the CMC / Employer (Mention this if presentation is required) with / without modifications to be communicated in writing by the Employer to the consultant.

(e) If the deliverables submitted by the consultant are not acceptable to the Employer / CMC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Employer.

(f) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.

(g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.

(h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with

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supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

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

7.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The

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Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3. Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. Liquidated Damages

9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 The amount of liquidated damages under this Contract shall not exceed [10] % of the total value of the contract as specified in Appendix D.

9.3 The liquidated damages shall be applicable under following circumstances:

(a) If the deliverables are not submitted as per schedule as specified in SC 13, the Consultant shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.

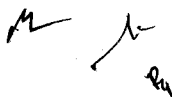
(b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to [1]% of total cost of the services for every week or part thereof for the delay.

10. Miscellaneous provisions:

(i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

(ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

(iii) The Consultant shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.



- (iv) Each constituent of the Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- (v) The Consultant shall at all times indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (vi) The Consultant shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.
- (vii) The Consultant shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.
- (viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India/ State or the Employer.

1. Performance Security

The Performance Security shall be provided to the Employer no later than the date specified in the Contract and shall be issued in an amount specified in the SCC, by a bank acceptable to the Employer, and denominated in the types and proportions of the currencies in which the total cost of services is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a bank guarantee.

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III. Special Conditions of Contract:

(Clauses in brackets { } are optional; all notes should be deleted in final text)

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	<p>The addresses are:</p> <p>“Employer” : BUDA, Urban Development & Housing Department, Government of Bihar</p> <p>Attention : Mr.....</p> <p>Facsimile :</p> <p>Consultant :</p> <p>Attention :</p> <p>Facsimile :</p>
2	1.7	<p>{Lead Partner is [insert name of member]}</p> <p>Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</p>
3	1.8	<p>The Authorized Representatives are:</p> <p>For the “Employer”: BUDA, The Director, Urban Development & Housing Department, Government of Bihar</p> <p>For the Consultant:</p>
	1.9	<p>(a) The client shall reimburse Goods and Service Tax payable in India as per Applicable Law. The consultant shall register itself for service tax with appropriate authority in India & shall provide the registration number to the client.</p>

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SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		b) Tax will be deducted at source as per the prevailing Income Tax Rules.
4	1.10.3	Not Applicable
4	2.1	The effectiveness conditions are the following: (i) Approval of the contract by the Employer (ii) Appropriate security for advance payment acceptable to the "Employer" (iii) Any unforeseen reason forcing closure of the programme before effectiveness of the contract.
5	2.2	The time period shall be one month
6	2.3	The time period shall be 15 days
7	2.4	The time period shall be Months
8	3.4	Limitation of the Consultants' Liability towards the "Employer" (i) The ceiling on Consultant's liabilities shall be limited to (a) total cost, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the consultants to such liabilities whichever of (a) or (b) is higher.
9	3.5	The risks and the insurance coverage shall be as follows: a.) Third Party motor vehicle liability insurance as required under India's Motor Vehicles Act, 1988, by the Consultant or its Personnel for the period of consultancy; b.) Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable as per 3.4 of SC of the consultancy; c.) Employer's liability and Workers' compensation insurance in respect of the Personnel of the Consultant in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and d.) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural

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SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		calamity. e.) Any other law/rule as applicable in India.
10	4.6	Not Applicable
11	6.1(b)	The ceiling in local currency is: [insert amount and currency]
12	6.3	(i) 5% of the Contract Value will be paid in advance , if so desired, on submission of bank guarantee of the amount equal to 10% of the advance sought by the Consultant. The First instalment of recovery shall be effected form each running bill paid immediately following the payment of mobilisation advance and the last instalment of the recovery shall be affected during the third month preceding the month in which the due date of completion falls. The various instalments of recovery shall be of equal amounts. (ii) Remuneration of Personnel as indicated in Financial-proposal submission Form Fin 3, and as agreed during Negotiations, will be reimbursed on monthly basis as per this contract according to the agreed work plan; (iii) Payment for Reimbursable Expenses as indicated in Financial proposal submission Form Fin 4, be reimbursed on actual but not more than that agreed during Negotiations and as per Appendix of Financial Proposal – Section 4
13	8.3	The Arbitration proceedings shall take place in Patna in India.
14	11	The Performance Security amount is 5% of the Contract value.

Binding signature of Employer Signed by _____

Binding signature of Consultant Signed by _____

(for and on behalf of _____ duly authorized vide Resolution No _____ dated _____ of the Board of Directors of _____)

In the presence of
(Witnesses)

- 1.
- 2.

[Handwritten signatures]

IV. Appendices

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APPENDIX 'A' – DESCRIPTION OF SERVICES

Note: This Appendix will include the final Terms of Reference worked out by the “Employer” and the Consultants during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by “Employer”, etc.

APPENDIX 'B' - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX 'C' – STAFFING SCHEDULE

(Include here the agreed (negotiated staffing schedule including the engagement of sub-contractors, if any)

APPENDIX 'D' – BREAKDOWN OF COST OF SERVICES

(Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)

APPENDIX 'E' – TERMS OF PAYMENT”

(Include here the payment in terms of percent of contract price payable in stages to the Consultant by the “Employer”).

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