

# **Request for Proposal**

**City Development Plan of various Urban Local Bodies  
280 Towns (5 Municipal councils, 245 Nagar Parishads and 30  
urban centres)  
of  
Madhya Pradesh**

**Urban Administration and Development Department  
Government of Madhya Pradesh**

July 2011

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## Letter of Invitation

Invitation N°: UADD/1

Bhopal, July 2011

1. Urban Administration and Development Department, GoMP (hereinafter 'the Client') now invites proposals to provide consulting services for preparation of City Development Plan of various cities (5 municipal councils & 245 nagar parishads and 30 urban centres) of Madhya Pradesh. Further details of the services requested are provided in the Terms of Reference.
2. All information contained in this package should be treated as commercially confidential and you are required to limit dissemination on a need-to-know basis.
3. A firm shall be selected under *Quality Based Selection* and procedures described in this RFP, in accordance with the policies of the GoMP.
4. The RFP includes the following documents:
  - i. Letter of Invitation
  - ii. Data Sheet and Instructions to Consultants, see Annexure A
  - iii. Technical Proposal, for Standard Forms see Annexure B
  - iv. Terms of Reference (ToR), see Annexure C
  - v. Standard Contract Document, see Annexure D
5. Please note that while all the information and data regarding this RFP is, to the best of the Client's knowledge, accurate within the considerations of scoping the proposed contract, the Client holds no responsibility for the accuracy of this information and it is the responsibility of the Consultant to check the validity of data included in this document.
6. **Firms/Organisations already empanelled under JNNURM would be given preference.** Proposals will be evaluated technically and the qualifying firms would be awarded work on the basis of Highest marking criteria.
7. Confirmation of your firm's intention to submit proposal should be sent to:

**Re: Consulting Services:** Preparation of City Development Plan for various cities (5 municipal councils, 245 nagar parishads and 30 urban centres) of Madhya Pradesh

The Commissioner  
Urban Administration and Development Department  
6 No. Stop, Palika Bhawan  
Bhopal 462 016, Madhya Pradesh  
Telephone: + 91 755 2552356 Fax: +91 755 2552591

## Annexure A: Data Sheet and Instructions to Consultants

### Data Sheet

1.	Name of the Client: Urban Administration and Development Department, GoMP
2.	Method of selection: Quality Based Selection
3.	Technical Proposal to be submitted : Yes  Title of Consulting Service is: Preparation of City Development Plan for various cities (5 municipal councils , 245 nagar parishads and 30 urban centres) of Madhya Pradesh
4.	A pre-proposal conference will be held: YES  Date: 26-07-2011 Time: 11:00 AM Place: Conference Hall, Directorate of Urban Administration and Development, Madhya Pradesh Bhopal  <i>(However, if the invitee firm wishes to seek clarification it may do so in writing to the Client or the Client's Representative )</i>
5.	The Client Representative is: Directorate of Urban Administration and Development, M.P. Address: 6 No. Stop, Palika Bhawan, Shivaji Nagar Bhopal Telephone: + 91 755 2552356 Fax: + 91 755 2552591 E-mail: <a href="mailto:commissioneruadmp@mpurban.gov.in">commissioneruadmp@mpurban.gov.in</a>
6.	Proposals must remain valid for 120 days after the submission date indicated in this Data Sheet.
7.	Clarifications may be requested not later than fourteen (14) days before the submission date. All requests for clarifications will be directed to Client's representative. The Client will respond to requests for clarifications by electronic means within seven (7) days prior to the proposal submission date.
8.	The Consultant is required to include with its Proposal written confirmation of authorisation to sign on behalf of the Consultant: Yes
9.	Joint Ventures <sup>1</sup> or Consortia are permissible: Yes
10.	Bidders Eligibility Criteria – Applicable <u>"Average" Annual turnover of Rs 50 Lacs for last 3 years</u>
11.	The Consultant must submit the original and one copy of the Technical Proposal
12.	The Consultant must submit a soft copy of the Technical Proposal on separate CDs sealed in their respective envelopes along with the original Proposal.
13.	Technical Proposal is to be submitted in sealed envelope and then enclosed in a single wax-sealed envelope.

<sup>1</sup> For definition of joint venture, sub-consultant and other terms please see Definitions and Interpretation at General Conditions of Contract at Annex D.

**Preparation of City Development Plan (CDP) for various cities of Madhya Pradesh**

14.	Technical Proposal should be clearly marked ' <b>TECHNICAL PROPOSAL FOR [Title of Consulting Service] – DO NOT OPEN EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE</b> '.
15.	A Bid Security must be submitted: <b>Yes</b>
16.	The amount of the Bid Security is <u>Rs. 20,000 (Twenty thousand only)</u>
17.	Format for Bid Security will be: Bank draft favouring the: Commissioner, Urban Administration and Development Department, MP and drawn on a scheduled commercial bank with a branch in Bhopal.
18.	A Bank Guarantee is to be submitted by the winning Bidder upon signing of Contract: <b>Yes</b>
19.	If yes, the amount will be 2.5 percent of the contract value; the same will be provided in the form of a Bank Guarantee. Bank Guarantee will be made in the name of Commissioner, Urban Administration and Development Department, MP
20.	Proposals must be submitted no later than the following date and time:05-08-2011, 15:00 hours]
21.	Address for submission of Proposals: The Commissioner Urban Administration and Development, M.P. Address: 6 No. Stop Palika Bhawan, Shivaji Nagar, Bhopal Telephone: + 91 755 2552356 Fax: + 91 755 2552591
22.	Expected date for public opening of Technical Proposals: 06-08-11 – 16:00 hours]
23.	Expected date for commencement of consulting services: [26th August 2011]
24.	Evaluation of the proposal will be based on the marks given below.

<b>Criteria</b>		<b>Marks</b>
1	Experience of undertaking similar urban planning assignments	<b>150</b>
2	Experience of working in the region, i.e., Madhya Pradesh/ Project Cities	<b>50</b>
3	Approach and Methodology	<b>300</b>
3.1	Methodology & activity workplan	
3.2	Innovativeness/ comments on ToR	
3.3	Staffing Schedule / team structure	
4	Personnel (CVs) - For individual marks please see Section 6 of the ToR at Annex C.	<b>500</b>
4.1	Team leader	
4.2	Other experts	
<b>Total</b>		<b>1000</b>

**Check list for Bidders**

The following checklist is for the convenience of the bidders. Kindly check the following points before submitting the bids.

- i) Checklist
1. Whether the proposals have been properly sealed, marked and labelled as required?
  2. Has the Technical proposal been submitted?
  3. Whether the proposal has been signed by concerned authority?  
Have all the pages of the proposal been signed?
  4. Whether the Audited balance sheet for last three years been submitted along with the proposal?
  5. In case of Joint Ventures and Association, whether signed in original by duly authorised representatives of each partner with details of each signatory on a Rs. 100 Judicial stamp paper?
  6. Whether submitted number of copies as prescribed in the Data Sheet ?
  7. Whether submitted the soft copy of the technical proposal in PDF format?
  8. Has the Bid security /EMD been enclosed in the Technical proposal?
  9. Have all the CV's signed by the Concerned person and properly authorized?
  10. Is the CV submitted according to the format given?
  11. Has the eligibility criteria & relevant documents enclosed as proof?
  12. Whether the number of pages of the proposal properly indexed?
- ii) All the consultancy firms/organisations who have been empanelled by the Gol for CDP preparation under JNNURM should send:
1. Company's consent letter
  2. Company profile
  - 3 Details of experts, as per annexure c, section 6 who would be designated for this assignment
  4. Letter of empanelment

## Instructions to Consultants

- 1 Introduction**
- 1.1 The Consultants are invited to submit a Technical Proposal as specified in the Data Sheet. The Proposal shall be the basis for a signed Contract with the selected Consultant.
- 1.2 The Consultant shall bear all costs associated with the preparation and submission of its Proposal and contract negotiation.
- 1.3 The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to award of Contract without thereby incurring any liability to the Consultant.
- Eligible Consultants*
- 1.4 A Consultant may be a person, private entity, government-owned entity (subject to Clause 1.5), or any combination of these, with a formal intent to enter into an agreement or an existing agreement in the form of a Joint Venture (JV). In the case of a JV:
- a) all parties to the JV shall be jointly and severally liable; and
  - b) a JV shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties to the JV during the bidding process and, in the event the JV is awarded the Contract, during Contract execution.
- 1.5 Government-owned enterprises in India may participate as a bidder only if they can establish that they: a) are legally and financially autonomous, b) operate under commercial law, and c) are not dependent agencies of UADD.
- 1.6 A firm or individual declared ineligible by the Government of India or GoMP shall be ineligible to provide consulting services under the project.
- 1.7 Consultants shall provide such evidence of their continued eligibility satisfactory to the Client, as the Client shall reasonably request.
- 1.8 All the consultancy firms/organisations who have been empanelled by the Gol for CDP preparation under JNNURM should send their consent along with company profile (& mention of experts, as per annexure c, section 6 who would be designated for this assignment) and letter of Empanelment only.
- 1.9 Contract would be awarded on the basis of technical eligibility or empanelment with the Gol (for CDP preparation). In no case sub-letting of "overall works" would be accepted.
- 1.10 All the consultants who were selected (as technically eligible) for Phase 1 (CDP of 96 cities) would be required to send the proposals again. The consultants who would not complete the Phase 1 of CDP project (by 20 th of July 2011) would not be entertained for awarding the new projects.
- Conflict of Interest*
- 1.11 In the event of a conflict of interest, the Consultant is required to

obtain confirmation of 'no objection' from the Commissioner, UADD in order to bid. Conflict of interest exists in the event of: (i) the supply of services, equipment or works whose ToR/specifications were prepared by the bidding Consultant (individuals and organisations); (ii) the successor to a previous assignment executed by the bidding Consultant (e.g. implementation of a project for which the Consultant has conducted a feasibility assessment) ; (iii) conflicting assignments, typically monitoring and evaluation/environmental assessment by the implementation Consultant; (iv) Consultants, suppliers or contractors who are filling, or whose personnel or relatives are filling a post with UADD or participating ULBs e.g. advisory role, team leader; (v) Consultants, suppliers or contractors (individuals and organisations) who have a business or family relation with a Client staff member directly or indirectly involved in the preparation of the ToR, specifications, related recruitment or supervision, and (vi) practices prohibited under the anticorruption policy of the Government of India, the Government of Madhya Pradesh.

- Disclosure*
- 1.12 Consultants have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Consultant or termination of its Contract.
- 1.13 **Consultants must disclose** if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Consultant, including but not limited to appointment of any officer such as a receiver in relation to the Consultant's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- 1.14 **Consultants must disclose** if they or any of their sub-consultants have been convicted of, or are the subject of any proceedings relating to:
- a) a criminal offence or other serious offence involving the activities of a criminal organisation, or where they have been found by any regulator or professional body to have committed professional misconduct;
  - b) corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract, with UADD, a City Municipal Council/Corporation, any other donor of development funding, or any contracting authority;
  - c) failure to fulfil any obligations in any jurisdiction relating to the payment of taxes or social security contributions.
- Anticorruption*
- 1.15 A recommendation for award of Contract will be rejected if it is determined that the recommended Consultant has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases UADD or the relevant Municipal body will declare the Consultant and/or members of the consortium ineligible, either indefinitely or for a stated period of time, from

		participation in UADD related projects, and Consultants will be blacklisted by the Government of Madhya Pradesh.
<i>Only one Proposal</i>	1.16	Consultants may only submit one proposal. If a Consultant (including a partner in a Joint Venture) submits or participates in more than one proposal, such proposals shall be disqualified. This does not prohibit the inclusion of a Sub-Consultant, including individual experts, in more than one proposal.
<b>2 Clarification of RFP Documents</b>	2.1	Consultants may request clarification of any of the RFP documents up to a specified number of days before the submission date as indicated in the Data Sheet. Any request for clarification must be sent in writing, including by standard electronic means, to the Client's Representative whose address is provided in the Data Sheet. The Client will respond by standard electronic means within the period specified in the Data Sheet, and will send written copies of the response (including an explanation of the query, without identifying the source of inquiry) to all Consultants who have formally indicated that they intend to submit a Proposal. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure set out under Clause 2.2.
<i>Amendment of RFP documents</i>	2.2	At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing, including by standard electronic means.
	2.3	Any addendum will be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments in writing, including by standard electronic means, in order to remain eligible.
	2.4	To give Consultants reasonable time in which to take an addendum into account in preparing their Proposals, the Client may, at its discretion, extend the deadline for the submission of the Proposals, pursuant to Clause 5.25.
<b>3 Preparation of Proposals</b> <i>Language of Proposals</i>	3.1	The Proposal and all related correspondence exchanged between the Consultant and the Client shall be written in the English language. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.
<i>Cost of bidding</i>	3.2	The Consultant shall bear all costs associated with the preparation and submission of its Proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
<i>Sub-consultant arrangements and Joint Ventures</i>	3.3	Unless otherwise specified in the Data Sheet, for the purpose of submitting a Proposal, a Consultant may enhance its expertise for the assignment either by: a) Sub-consulting in which case the Consultant shall be the lead Consultant and shall be solely liable under the

- Contract. In this case, the Consultant must submit Letters of Association from each Sub-Consultant, OR
- b) Forming a Joint Venture (JV) in which case the Consultant and the partners in the JV shall be jointly and severally liable under the Contract. The Consultant shall submit a copy of the Joint Venture Agreement with its Technical Proposal.
- 3.4 The JV Agreement must:
- a) be signed in original by a duly authorised representative of each partner with details of each signatory provided in print below each signature;
- b) include an express provision that each partner is jointly and severally liable in respect of the Consultant's obligations;
- c) provide details of the name of the partner nominated to act as manager of the Joint Venture and who is authorised to act for the Joint Venture in terms of committing it to any obligations and liabilities and to receive and act upon instructions from the Client and to make and receive payments;
- d) provide full details of the proposed structure, the division of technical responsibilities between the partners and intended capitalisation.
- Partners* 3.5 Alternative experts shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- 4 Full-time employees** 4.1 It is mandatory that the Team Leader or expert proposed as Team Leader is a regular full-time employee of the Consultant or the Sub-Consultant. A regular full-time employee is defined as a person who, on the date of submission of the Consultant's Proposal:
- a) is currently employed under a contract or agreement of employment with the Consultant or the Sub-Consultant;
- b) has been employed by the Consultant or the Sub-Consultant for the 12 consecutive months immediately preceding the date of submission of the Proposal;
- c) is entitled to receive regular remuneration and benefits from the Consultant or the Sub-Consultant; and
- d) is engaged to work for the Consultant or the Sub-Consultant for the number of hours per day and days per year considered the norm in the country of employment or in the country in which the person is assigned.
- 5 Instructions for submission of Proposal** 5.1 These instructions should be read in conjunction with information specific to the consulting services contained in the Covering Letter, Data Sheet and accompanying documents.
- 5.2 Proposals must be received before the deadline specified in the Data Sheet to tender. Proposals must be submitted to the address specified on the Data Sheet and delivered on or before the time specified in the Data Sheet.
- Documents* 5.3 Consultants shall submit one sealed envelop, containing the

comprising the  
Proposal

Technical Proposal. The Technical Proposals will be opened at the date and time specified in the Data Sheet.

Technical Proposal 5.4  
(see Annexure B)

The **Technical Proposal** shall contain the following:

- a) Section 1: Covering Letter, subject to maximum of two (2) pages (Form Tech 1);
- b) Section 2: Experience/ Capacity of Firm to undertake tasks, subject to maximum two (2) pages;
- c) Section 3: Project detail sheets outlining previous experience of the firm in similar types of assignments completed during the last ten years (in prescribed format), subject to maximum of fifteen (15) pages (Form Tech 2);
- d) Section 4: Technical Response including general approach, methodology, work plan, personnel schedule, and qualifications to ToR, restricted to maximum of twenty (20) pages including charts and diagrams;
- e) Section 5: CVs of personnel to work on this project (in the CV please include name of staff, nationality of staff, profession/designation of staff, proposed position in the team, whether employee of the firm, number of years with the firm, key qualifications, education, experience and languages known), restricted to maximum of two (2) pages per CV (Form Tech 3);
- f) Section 6: List of proposed expert team and summary of CV particulars relevant to the project subject to maximum of two (2) pages (use Form Tech 4);
- g) Section 7: Matters not appropriate in any other section. This includes:
  - written confirmation authorising the signatory of the Proposal to commit the Consultant;
  - Letter of Authorisation/JV Agreement (or Intent to form a JV), disclosures, if any; and
  - declaration of conflict of interest, if any.

Section 7 should not include any promotional material, brochures, etc.

5.5 No mention of your commercial response should be made anywhere in the Technical Proposal, unless specified in the Data Sheet; non-confirmation will result in automatic disqualification of the Consultant's Proposal.

Submission  
instructions

5.6 Consultants are expected to carefully review the contract provisions attached in the RFP for preparation of their Technical Proposals.

5.7 The Consultant shall submit Technical Proposals using the appropriate submission sheets provided in **Annexure B: Technical Proposal Submission Forms**. These forms must be completed without any alteration to their format, and no substitutes will be accepted. All fields shall be completed with the information requested.

5.8 Consultants are required to submit their Technical Proposal in hard copy, and in soft copy in CDs, in Adobe Acrobat (PDF) format only. The respective CD should be enclosed in the

- sealed envelopes for Technical Proposal as specified in the Data Sheet. The number of hard copies to be submitted is specified in the Data Sheet.
- 5.9 In case of discrepancies between the soft copy and the hard copy, the hard copy will be considered the binding version.
- Taxes* 5.10 The Consultant may be subject to taxes (such as: fringe benefit tax, value added or sales tax, service tax, duties, etc) on amounts payable by the Client under the Contract.
- Documents establishing the eligibility of the Consultant* 5.11 To establish their eligibility in accordance with Clauses 1.4, and 3.4: if the Consultant is in an existing or intended JV, in accordance with Clause 3.4, a copy of the JV Agreement, or a Letter of Intent to enter into such an Agreement must be submitted. The respective document shall be signed by all legally authorised signatories of all the parties to the existing or intended JV, as appropriate.
- Proposal validity* 5.12 Proposals shall remain valid for the period specified in the Data Sheet commencing with the deadline for submission of Technical as prescribed by the Client.
- 5.13 A Proposal valid for a shorter period shall be considered non-responsive and will be rejected by the Client.
- 5.14 In exceptional circumstances, prior to the expiration of the proposal validity period, the Client may request Consultants to extend the period of validity of their Proposals. The request and the responses shall be made in writing. A Consultant may refuse the request. A Consultant granting the request shall not be required or permitted to modify its Proposal.
- 5.15 During the Proposal validity period, Consultants shall maintain the availability of experts nominated in the Proposal. The Client will make its best effort to complete negotiations within this period.
- Format and signing of Proposals* 5.16 These instructions should be read in conjunction with information specific to the assignment contained in the Letter of Invitation, Data Sheet and other accompanying documents.
- 5.17 All Technical Proposals (original plus the number of copies specified in the Data Sheet) shall be placed in an envelope clearly marked 'TECHNICAL PROPOSAL' and 'ORIGINAL' or 'COPY No.\_#\_'. These envelopes containing the original and the copies, and the CD/ DVD, shall then be enclosed in one single envelope which shall be clearly marked and 'ORIGINAL + \_#\_ COPIES'.
- 5.18 In the event of any discrepancy between the original and the copies, the original shall prevail.
- 5.19 The original and copy of the Technical Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Consultant. This authorisation shall consist of a written confirmation and shall be attached to the Technical Proposal. The name and position of each person signing the authorisation must be typed or printed below the signature. All pages of the Proposal, except for

- unamended printed literature, shall be signed or initialled by the person signing the Proposal.
- 5.20 Any interlineation, erasures, or overwriting shall be valid only if signed or initialled by the person signing the Proposal.
- 5.21 All bids must contain original copies of the Technical Proposal as described in the Data Sheet.
- Sealing and marking of Proposals*
- 5.22 The envelope containing the Technical Proposal shall be sealed in an outer envelope. This outer envelope shall be sealed, and signed over the seal, and will be clearly labelled with:
- a) Title of Consulting Services;
  - b) RFP Number (if applicable);
  - c) Deadline for Submission; and
  - d) Address of the Consultant.
- In addition, envelopes shall bear the following directions:
- a) Address for submission of Proposals as specified in the Data Sheet.
  - b) On outer envelope containing Technical Proposals: 'DO NOT OPEN EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE'.
  - c) On inner envelopes containing the Technical proposal: 'DO NOT OPEN BEFORE \_\_\_\_\_ (insert date and time for the opening of Technical Proposals as specified in the Data Sheet)'; and
- 5.23 If any envelope is not sealed and marked as instructed, the Client will assume no responsibility for the misplacement or premature opening of envelopes.
- Deadline for submission of Proposals*
- 5.24 Proposals must be submitted to the address specified on the Data Sheet and delivered on or before the time specified in the Data Sheet.
- 5.25 The Client may, at its discretion, extend the deadline for the submission of Technical Proposal by amending the RFP in accordance with Clause 2.2, in which case all rights and obligations of the Client and Consultants subject to the previous deadline shall thereafter be subject to the deadline as extended.
- 5.26 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical Proposal. Any effort by Consultants to influence the Client in the examination, evaluation and ranking of Proposals, and recommendation for award of Contract, may result in the rejection of the Proposal.
- Late Proposals*
- 5.27 The Client will not consider any Proposal that arrives after the deadline prescribed by the Client for submission of Proposals in the Data Sheet. Any Proposal received after the respective deadline for submission shall be declared late, rejected, and returned unopened to the Consultant.
- Withdrawal of Proposals*
- 5.28 A Consultant may withdraw its Proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by an authorised representative, and including a copy of the authorisation document. The Withdrawal Notice must be:

- a) submitted in accordance with Clause 5.22 and the respective envelopes shall be clearly marked 'WITHDRAWAL'; and
- b) received by the Client prior to the deadline prescribed by the Client for submission of Proposals.
- 5.29 Proposals that are withdrawn in accordance with Clause 5.28 shall be returned unopened to the Consultant.
- 5.30 No Proposal shall be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified in the Data Sheet or any extension thereof, except in the case of a request by the Client to extend the Proposal validity.
- 6 Opening of Proposals**
- Opening of Technical Proposals*
- 6.1 The Client will open Technical Proposals in the presence of Consultants' representatives who choose to attend, at the address, date and time specified in the Data Sheet as the deadline for submission.
- 6.2 First, envelopes marked 'WITHDRAWAL' will be opened, read out, and recorded, and the envelope containing the corresponding Technical Proposals will not be opened, and will be returned unopened to the Consultant. No Proposal shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorisation to request withdrawal and is read out and recorded at the opening of Technical Proposals.
- 6.3 All remaining envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded:
- a) the name of the Consultant; and
- b) any other details as the Client may consider appropriate.
- 6.4 Only Technical Proposals read out and recorded at Proposal opening shall be considered for evaluation. No Proposal shall be rejected at the opening of Technical Proposals except for late Proposals, in accordance with Clause 5.27.
- 6.5 The Client shall prepare a record of the opening of Technical Proposals that shall include the name of Consultants and indicate whether there is a withdrawal. The Consultants' representatives who are present will be requested to sign the record. The omission of a Consultant's signature on the record shall not invalidate the contents or effect of the record. A copy of the record will be distributed to all Consultants in writing or through standard electronic means.
- 6.6 Technical Proposals which are rewarded the minimum qualifying marks according to the evaluation criteria provided in Clause 7.6 below shall qualify for awarding of Works.
- 7 Evaluation of Proposals**
- Undue influence*
- 7.1 Information relating to the examination, evaluation, comparison, and post-qualification of Proposals, and recommendation of Contract award, shall not be disclosed to Consultants or any other persons not officially concerned with such processes until information on Contract award is communicated to all Consultants.
- 7.2 Any attempt by a Consultant to influence the Client in the examination, evaluation, comparison, and post-qualification of

		the Proposals or Contract award decisions may result in the rejection of its Proposal.
<i>Clarification of Proposals</i>	7.3	To assist in the examination, evaluation, comparison and post-qualification of Proposals, the Client may, at its discretion, ask any Consultant for a clarification of its Proposal. Any clarification submitted by a Consultant that is not in response to a request by the Client shall not be considered. The Client's request for clarification, and the response, shall be in writing.
<i>Non-conformities, Errors and omissions</i>	7.4	The Client may waive any non-conformity or omission in a technically qualifying Proposal that does not constitute a material deviation.
	7.5	If the winning Consultant does not accept the correction of errors, its Proposal shall be disqualified.
<i>Evaluation of Technical Proposals</i>	7.6	The evaluation committee shall evaluate the Technical Proposals on the basis of pre-set criteria as outlined in the Bid data Sheet.
<i>Qualification of Technical Proposals</i>	7.7	After the technical evaluation is completed, the Client shall notify, in writing, Consultants whose Technical Proposals receive a mark of 700 or higher, indicating the date, time, and location for awarding of Work.
<i>Client's right to accept any Proposal, and to reject any or all Proposals</i>	7.8	The Client reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to the Consultants.
<b>8 Award of Contract Notification</b>	8.1	Prior to the expiration of the Proposal validity period, the Client shall notify the successful Consultant, in writing, that its Proposal has been accepted. At the same time, the Client shall notify all other Consultants of the results of the bidding.
	8.2	Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
<i>Negotiations/clarifications</i>	8.3	The successful Consultant will be informed in writing of the date, place and time for negotiations/clarifications, if any. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
	8.4	The successful Consultant will confirm in writing its participation in negotiations and ability to adhere to its Technical Proposals within five (5) days of receiving the notice in accordance with Clause 8.3.
	8.5	Negotiation will include technical negotiation, depending on the needs of the Client.
<i>Availability of personnel</i>	8.6	The Consultant shall confirm the availability of all personnel as indicated in its Proposal.
	8.7	The Client 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. Any proposed substitute shall have equivalent or better qualifications and

- experience than the original candidate and must be submitted to the Client within the period of time specified in the Letter of Invitation to negotiate.
- 8.8 Failure to meet either of these requirements may result in disqualification.
- Signing of Contract*
- 8.9 Promptly after notification, the Client shall send to the successful Consultant the Contract and the Special Conditions of Contract (draft attached in this RFP).
- 8.10 Pursuant to negotiations, the successful Consultant shall sign, date, and return the Contract, along with necessary supporting documents, to the Client.
- 8.11 All formalities of negotiation and signing of contract will be completed within twenty-five (25) days of notification of award.
- Start date*
- 8.12 The Consultant is expected to commence the Services on the date and at the location specified in the Data Sheet.
- Financial Limit and Payments*
- 8.13 a. Each GoI empanelled company would be awarded the assignment of preparation of **not more than 6 City Development plans** and for each CDP the consultancy fees payable has been fixed as Rs. 5 Lacs. Thus for the preparation of a Single CDP the Consultancy firm /Organisation would be paid **Rs.5 Lacs only (Rupees Five Lacs Only) (Excluding Taxes)**.
- b. Each technically short listed consultancy firm/organisation will be awarded the assignment of preparation of **not more than 4 City Development plans** and for each CDP the consultancy fees payable has been fixed as Rs. 5 Lacs. Thus for the preparation of a Single CDP the Consultancy firm /Organisation would be paid **Rs.5 Lacs only (Rupees Five Lacs Only) (Excluding Taxes)**.
- (City allocation for CDP preparation would be done considering nearness/distance between the towns)*
- Work of preparing City Development Plan for those urban centres which are not possessing ULB status at present but are expected to be declared as "Urban Local Body" in the near future would be awarded on the basis of logistics convenience and better performing firms under this assignment.*

## Annexure B: Technical Proposal Submission Forms

### Tech 1: Covering Letter

[Location, Date]

To: [Name and address of Client]

Dear Sir or Madam

We, the undersigned, offer to provide the Consulting Services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal sealed under a separate envelope<sup>2</sup>.

We are submitting our Proposal in association with / as a Joint Venture: [Insert a list with full name and address of each joint venture partner or sub-Consultant]<sup>3</sup>. Attached is the following documentation: [letter(s) of association or Joint Venture Agreement].

We hereby declare that we have read the Instructions to Consultants included in the RFP, and abide by the same, and specifically to conditions mentioned in Section 1.5 to 1.9. [In case of any declaration, reference to concerned document attached must be made].

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

We confirm that all personnel and/or sub-consultants named in the tender will be available to undertake the services.

We undertake, if our Proposal is accepted, to initiate the Consulting Services related to the assignment not later than the date indicated in the Data Sheet.

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

Yours faithfully,

Authorised Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

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<sup>2</sup> If applicable

<sup>3</sup> [Delete in case no association or Joint Venture is proposed]

## Tech 2: Project Detail Sheet

<b>Assignment name:</b>	<b>Approx. value of the contract (in current Rs):</b>
<b>Country:</b>	<b>Location within Country:</b>
<b>Name of Client:</b>	<b>Total N<sup>o</sup> of person-months of the assignment:</b>
<b>Address of Client:</b>	<b>Approx. value of the services provided by your firm under the contract (in current Rs.):</b>
	<b>N<sup>o</sup> of person-months provided by your firm:</b>
<b>Start date (month/year):</b>	<b>N<sup>o</sup> of professional person-months provided by the JV partners or the Sub-Consultants:</b>
<b>Completion date (month/year):</b>	
<b>Name of Joint Venture partner or sub-Consultants, if any:</b>	
<b>Name of Senior Staff (Project Director/Coordinator, Team Leader) involved from your firm and functions performed indicated whether regular full-time employees of your firm or part-time/independent<sup>4</sup></b>	
<b>Narrative description of Project in brief:</b>	
<b>Description of actual services provided by your firm in the assignment:</b>	

**Name of Firm:**

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<sup>4</sup> Regular full-time employee as defined in Clause 4 of 'Instructions to Consultants'.

### Tech 3: Curriculum Vitae (CV) for Proposed Experts

**NAME**

**DATE OF BIRTH**

**NATIONALITY**

**EDUCATION** [year] [name of institution and degree]

**MEMBERSHIP OF  
PROFESSIONAL  
ASSOCIATIONS**

**COUNTRIES OF WORK  
EXPERIENCE**

**LANGUAGES**

**PROFESSIONAL BACKGROUND**

[description]

**EMPLOYMENT RECORD**

[year(s) starting [employer]  
with present  
position]

**PROFESSIONAL EXPERIENCE**

[month and [Name of project and client]  
year start to [Descriptive paragraph of 4-5 sentences on each assignment, position held,  
finish] responsibilities undertaken and achievements attained.]

... ...  
... ..

Certification:

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

- (i) This CV correctly describes my qualifications and experience;
- (ii) I am/ am not in regular full time employment with the Bidder/ Sub-Consultant;
- (iii) In the absence of medical incapacity I will undertake this assignment for the duration and in terms of the inputs specified for me in the Technical Bid provided team mobilisation takes place within the validity of this Bid or any agreed extension thereof.

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

*[Signature of expert or authorised representative]*

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*[Name of Expert/Authorised signatory]*

Date:

Place:



## Annexure C: Terms of Reference:

### ToR for preparing City Development Plan (CDP) for various cities (5 Municipal councils, 245 Nagar Parishads and 30 urban centres) of Madhya Pradesh

#### 1. Brief Description of Task

The aim of this exercise is to support various Cities/Urban Local Bodies of Madhya Pradesh in preparing the City Development Plan (CDP) for their respective cities. The CDP should provide a comprehensive medium term strategy (Vision 2035) as well as a City Investment Plan (CIP), based on which the concerned ULB will be able to access funds under GoI/GoMP schemes as well as from own and other sources based on priority actions and projects identified in the CDP. The document should also provide Financial Operating Plan (FOP) to direct the ULBs for mobilising various financial resources to implement the identified projects.

The City development Plan must adhere with the JNNURM's (Revised & Heritage) CDP preparation toolkit. The **inadmissible** components under JNNURM should also be included in the task. The CDP should also include **Broad Master planning of the town** and should be prepared keeping in view the Master Plan (wherever exists) provisions as prepared by Town and Country Planning Department.

It is also expected that the CDP would provide Urban Reform Action Plan for the ULBs as envisaged under JNNURM.

#### 2. Background

##### 2.1 Need of planning interventions

Madhya Pradesh is urbanising at a fast rate and the urban local bodies of the state are facing the challenge of meeting the requirements of the growing population with limited technical and financial resources. GoI as well as GoMP have initiated a number of programmes to meet the growing demands of infrastructure and service delivery. These are the GoI schemes: Urban Infrastructure Development Scheme for Small and Medium Towns (UIDSSMT) and Integrated Housing and Slum Development Programme (IHSDP), the GoMP initiated DFID funded MPUSP, which links reform with investment in infrastructure for the poor etc. Other than this there are several programmes that have been initiated by the GoI and GOMP.

##### 2.3 Issues to be addressed

After the assessment of the performance of the ULBs and their capacity for exploiting the abovesaid resources it was felt that such a plan is essential, not only for accessing GoI/GoMP funding but also for providing a strategic framework for

converging and co-ordinating various development inputs towards positioning the city on a development path.

The preparation of the CDP will take advantage of the Revised CDP preparation toolkit/Heritage cities toolkit prepared by GoI under JNNURM and UADD/CMAMP guidelines. These toolkits provide guidance for the formulation of a CDP based on the concept of a consultative strategic planning process.

CDP will draw on the basic structure and planning process from the toolkit with a focus on integrating the current initiatives of various organisations and schemes and developing a strategic framework for undertaking priority developmental actions in the medium term. The CDP will also prepare the ground for mobilising funding beyond JNNURM and other existing programmes. It will particularly address the issue of revitalising local economic development by attracting private sector funding.

**Focus areas:** Government of Madhya Pradesh is planning to improve the water supply system of the towns by augmenting the prevailing systems. Hence, CDP should focus on water supply sector in a comprehensive manner. The revenue generation studies (revenue from ULBs own sources specially property tax etc.) and strategies for the enhancement of same should also be incorporated in the CDP.

Currently planning is only a discretionary function of ULBs in MP and there is a general lack of planning culture even in the larger Corporations. 4 cities of MP (Bhopal, Indore, Jabalpur, Ujjain), included in JNNURM have prepared their CDPs. Along with this CDP of 96 ULBs has also been prepared by the State. The lessons learnt from these exercises need to be incorporated into the proposed CDPs. The CDP will also be linked into the overall spatial planning and policy framework of Master Plan and more importantly into the annual municipal budgeting. Linking the investment plan of the CDP with the municipal budgets will be crucial in ensuring the O&M and thus sustainability of the infrastructure assets created.

***Preparation of the CDP will consist of city development strategies that come out of a structured consultative process. The process will enable elected representatives, key staff of MC departments, parastatal agencies and other institutions, policy makers and the citizens to participate and plan for spatial, social and economic development of the concern cities. A City Development Plan (CDP) will present both a vision of a desired future perspective for the city and the ULB's strategic framework of sectoral plans translated into actions that define on how the ULB, together with other stakeholders, intends to work towards achieving their long-term vision in the next five years.***

### **3. Purpose and Objectives of the Assignment**

#### **3.1 Specific Objectives**

- The CDP will scale up existing urban development and poverty alleviation schemes within a comprehensive and coherent strategic planning framework in order to ensure optimal benefit from available resources for the citizens of the ULBs.
- The CDP should aim to catalyse new thinking and provoke debate through a consultative stakeholder driven process. The vision and strategic thrusts of the CDP will be built around the lessons and findings of a comprehensive and rigorous stakeholder consultation and documentation process.
- It is expected that the CDP will serve the requirements of the UIDSSMT and IHSDP programmes as well as JNNURM and other development schemes.
- The CDP will generate specific priority actions and projects that can be the basis for mobilizing funding from diverse sources.

#### **4. Description of Tasks**

The consultants will carry out a multi-stage exercise to formulate the CDP in close collaboration with the ULB. The main stages in the exercise will be:

##### **4.1 Inception**

The purpose of this stage is to review and analyse the current status and unique features of the city with regard to the state of its development, systems and procedures, as equally its institutional and financial context. This stage is meant to identify the strengths and weaknesses in the city's development and to provide an understanding of what impedes service delivery and management within the existing set-up and what contributes to better service provision. This task will consist of:

##### **4.1.1 Reconnaissance**

The Consultant will spend their first week with reconnaissance activities, including:

- Introductory meetings with the Mayor/President, Municipal Commissioner/Chief Municipal Officer, Heads of Departments, Councillors, representatives of ongoing urban programmes, etc.
- Determine feasibility and composition of a city level Steering Group (comprising of Citizen forum) for the CDP
- Citizen forum shall be formed comprising of 15 eminent persons from different walks of life.
- Obtain base maps, and available secondary data on the city's demographics, master plan, reports prepared under past and current urban development programmes, ULB's annual budget reports, other reports giving status of

service delivery, and other relevant documents on heritage listing, data on slums and urban poor, government policy documents, etc.

- Identify the line departments and key stakeholders for urban service delivery and development such as PHED, Town and Country Planning Department, Development Authority, SADA, local chamber of commerce, NGOs, CBOs, religious organizations, financial institutions, commerce and industry etc.
- Field reconnaissance to determine growth patterns of the city, characteristics of slums and environmentally sensitive areas etc.
- Identify economic opportunities and blocks in tapping these (eg. Tourism, industry etc.)
- Mapping : Preparation of City level base maps using Auto-CAD/GIS

#### 4.1.2 **Kick-off workshop**

The Consultants will organise, with ULB support, a **one day kick-off workshop**<sup>5</sup> to familiarize the stakeholders with the purpose, process, and expected outcomes of the CDP, and build enthusiasm, understanding and commitment to the CDP. The kick off workshop will help in deriving a consensus along with the stakeholders firming the process and agreeing upon a structured programme to take the CDP forward. The formation of the Steering Group will also be announced as well as the sectors for which detailed analysis will be carried out.

Stakeholders for the kick off workshop may include:

- Elected representatives, Mayor/President, Municipal Commissioner/Chief Municipal Officer etc.
- City level planning and service providing agencies viz., ULB, Town and Country Planning Department, Development Authority, SADA etc.
- Line Departments of the state government such as pollution control board, health department, tourism department, PHED, PWD, Traffic and Transportation etc
- Private sector agencies such as chambers of commerce and industry,
- Non-governmental and community based organisations
- Representatives of the poor communities
- Representatives of ongoing urban development programmes

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<sup>5</sup> For workshops, conferences and stakeholder consultations that are carried out as a part of this the consultant will be expected to work with ULB counterparts to ensure the widest level of participation and meaningful interaction. The consultant will create presentations and handouts in Hindi and should be prepared to present and facilitate discussions in Hindi whenever required. The proceedings of all workshops and list of participants should be recorded.

- Representatives of media, academic institutions, etc.

#### 4.1.3 Submission : 1 Inception report

At the completion of this phase the consultants will present their preliminary analysis, methodology in an Inception report. Based on their preliminary analysis, consultations and workshop the consultants will propose special papers (maximum 2) on specific sectors or issues and propose the names of specialists (approved by the client) who may be commissioned to prepare the same as a part of the sector analysis/survey. The inception report will be presented to the Steering Group, who will identify individuals/institutions/working group who will be the local counterparts for the different sectors.

#### **4.2 Assessment of existing situation (opportunities, strengths, risks, weaknesses and gaps)**

##### 4.2.1 Sector analysis

The Consultants would interact with various stakeholder groups (meetings, workshops, focus group discussions, etc.) and review relevant publications, reports, GOs, resolutions, procedures, laws etc. to analyse the current situation in each of the sector identified. The sector analysis will be carried out by the consultant's team in consultation with the local counterparts and will be supported by special papers commissioned by the Consultants team. While the team will be expected to prepare its own methodology for the sector analysis, it is recommended that the following are included:

- Study of economic opportunity and potential for Local/regional economic development, with special reference to the poor
- Physical infrastructure demand and gap assessment (considering service level benchmarking)
- Transport study with emphasis on low cost public transport and livelihoods
- Heritage conservation and tourism
- Environmental sustainability
- Access to housing, employment and social and environmental services by the poor
- Health and Education services gap in the town
- Sectoral Issues addressed under the Master Plan (as prepared by the TCPD)

##### 4.2.2 City profile

The findings from the sector analysis would be used to prepare the City Profile consisting of the assessment of the existing situation in all the sectors identified, emerging issues, SWOT analysis and projection of the present gaps and future

requirements. This will be done within the framework of parameters relating to demography, economic base, finance, physical and environmental issues, infrastructure, institutions and universalisation of services especially for the poor.

#### **4.3 Development of city vision and sector goals and strategies**

4.3.1 Discussion will be initiated on strategies, priorities and major actions that may be required in the next five years to move towards the vision 2035. At this stage local counterparts for the different sectors may be added.

##### 4.3.2 Sector strategies

The Consultants will continue to work in consultation with the local counterparts to develop sector strategies in consonance with the city vision and sector goals. At this stage, Consultants will need to review the relevant cases of national and international best practices and explore if the same can be applied in relevant sectors to bring in improved and efficient ways of working.

##### 4.3.3 Vision, Goal and Strategies

The output expected in the second phase is city vision, sector goals and possible alternate strategies and projects as detailed out below.

#### **4.4 Development of strategies and priority actions**

##### 4.4.1 Evaluation of strategies

The strategies will be evaluated from the perspective of their contribution to achieving the vision and sector goals. Criteria will be developed for prioritising the strategies, programmes and projects in consultation with the Steering Group.

##### 4.4.2 Analyse governance framework and reform action plans

The Consultants, in consultation with the ULB officials, representatives of reform programmes and local counterparts will examine whether the reforms currently being carried out and proposed at state and local levels are sufficient to support the vision and strategic plan and to sustain the planned interventions. If required additional reforms may be proposed.

4.4.4 The output of this phase would be an agreed plan outlining the goals, strategies, priority actions and projects with an estimate of preliminary funding requirements in each sector.

#### **2nd ULB level workshop**

At the completion of this phase the consultants will organise 2nd ULB level workshop (supported by a presentation<sup>6</sup> to the stakeholders).

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<sup>6</sup> Must be presented to the concerned ULB in Hindi language only

*The 1<sup>st</sup> Stage presentation at the District Level would be organised in front of a Committee Headed by the District Collector, to monitor the progress of the project.*

*The 1<sup>st</sup> Stage discussion at the State Level would be organised at the Directorate of Urban Administration and Development, Bhopal to monitor the progress of the project.*

Submission : 2 City Profile, Sector Analysis, city vision, strategy and priority projects Report (report on 2nd workshop)

#### **4.5 Preparing a City Investment Plan (CIP) and a financing strategy (Financial Operating Plan)**

##### **4.5.1 Project costing and determination of funding sources**

The Consultants will undertake consultations with different stakeholders to determine types and sources of financing for priority projects from internal resources, state and central governments, local financial institutions, donors, and through public-private partnerships. The implications of each of these will be considered.

##### **4.5.2 Scheduling of priority actions and developing a City Investment Plan (CIP)**

Based on the availability of resources, logical sequencing of actions and potential for immediate implementation, the Consultants will prepare a City Investment Plan (CIP) in consultation with ULB that lays out the cost and revenue estimates of all priority projects in the next five years. The preparation of the CIP is a reiterative process requiring adjustments to individual projects as well as changes in scheduling to make the whole package work financially. The City Investment plan would be supported with a Financial Operating Plan (FOP).

#### **4.6 Final CDP**

The Consultants will compile the draft CDP including the CIP and FOP and will finalise it after feedback from stakeholders:

##### **4.6.1 Third workshop on Draft CDP**

The Consultants with support from ULB will organize third workshop involving all the stakeholders, who have been part of the CDP preparation process. The workshop will seek an endorsement of the City Development Plan from the stakeholder group present and agree on procedures for performance monitoring.

*The 2<sup>nd</sup> Stage presentation at the District Level would be organised*

***The 2<sup>nd</sup> Stage discussion at the State Level would be organised at the Directorate of Urban Administration and Development, Bhopal to monitor the progress of the project.***

Submission : 3 Draft CDP and city level workshop report

#### 4.6.2 Performance Monitoring

The Consultants, in consultation with the ULB will identify performance-monitoring/ sustainability indicators to assist ULB to review the progress and outcomes of the CDP on an annual basis and to enable them in setting the agenda for the future.

#### 4.7 Final CDP document

Following the third and final workshop, the Consultants will finalize the CDP document incorporating the feedback from the workshop and the inputs received at the 2nd Stage State Level discussion.

***The 3rd Stage presentation at the District Level would be organised.***

This document will be presented and submitted to council for resolution, along with a summary of the CDP for publication and wider dissemination by the ULB.

Submission : 4 Final CDP report

### 5. Outputs and Deliverables

The following outputs are expected to be delivered in stages in 32 weeks.

#### 5.1 Outputs to be delivered

S.No.	Outputs	Due Date	No of copies, type & language	Contents
1.	Inception Report (including report of Kick off workshop)	End week 6	<ul style="list-style-type: none"><li>• 2 colored hard copies, English &amp; Hindi (2 to UADD 2 to Concerned ULB)</li><li>• Electronic version to ULB and UADD</li></ul>	<ul style="list-style-type: none"><li>• Inception report (contents as in paragraph 4.1) and consultant methodology and</li><li>• Proceedings of the workshop;</li><li>• Copy of the presentations;</li><li>• List of participants;</li><li>• List of working group members</li></ul>

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**Preparation of City Development Plan (CDP) for various cities of Madhya Pradesh**

2.	City Profile ,Sector Analysis, city vision, strategy and priority projects (report on 2nd workshop)	End week 16	<ul style="list-style-type: none"> <li>• 2 colored hard copies, English &amp; Hindi (2 to ULB and 2 to UADD)</li> <li>• Electronic version to ULB and UADD</li> </ul>	<ul style="list-style-type: none"> <li>• As in paragraph 4.2 ,4.3 and 4.4</li> </ul>
3.	Draft CDP and city level workshop	End week 24	<ul style="list-style-type: none"> <li>• 2 colored hard copies, English &amp; Hindi (2 to ULB and 2 to UADD)</li> </ul>	<ul style="list-style-type: none"> <li>• All items of ToRs</li> <li>• Executive Summary</li> </ul>
4.	Final CDP	End week 32	<ul style="list-style-type: none"> <li>• 4 colored hard copies (Hard binding) in colour printing including maps, English &amp; Hindi (4 to ULB, 4 to UADD)</li> <li>• Electronic (editable) version to ULB and UADD</li> </ul>	<ul style="list-style-type: none"> <li>• Final CDP and executive summary (including modifications and revisions based on client comments)</li> </ul>

**6. Expertise and inputs<sup>7</sup>**

Experts Title	Qualifications & Skills	Experience	Person Month
Team Leader/ Urban Development Specialist (full-time) Marks: Project management Experience – 50  Urban Development Experience – 100	<ul style="list-style-type: none"> <li>• Masters or equivalent in planning/engineering/economics/ other relevant disciplines</li> <li>• Fluent in English and good communication skills in Hindi</li> <li>• Sound knowledge of urban development issues</li> <li>• Project experience in MP will be an advantage</li> </ul>	<ul style="list-style-type: none"> <li>• Sector experience of more than 12 yrs and experience of project management of similar projects of at least 5 years</li> </ul>	6.0
Economist Marks - 50	<ul style="list-style-type: none"> <li>• Degree in economics/relevant</li> </ul>	<ul style="list-style-type: none"> <li>• At least 10 years</li> </ul>	1.5

If required by the Client, the Consultant may be asked to furnish additional information regarding relevant experience.

**Preparation of City Development Plan (CDP) for various cities of Madhya Pradesh**

<b>Experts Title</b>	<b>Qualifications &amp; Skills</b>	<b>Experience</b>	<b>Person Month</b>
	development sectors <ul style="list-style-type: none"> <li>• Fluent in English</li> <li>• Expertise in statistical analysis and economic projections</li> </ul>	experience	
Governance Advisor Marks - 50	<ul style="list-style-type: none"> <li>• Degree or equivalent in public administration/ urban development</li> <li>• Fluent in English and communication skills in Hindi</li> <li>• Sound understanding of urban governance issues – legal, institutional and organisational.</li> <li>• Knowledge of MP will be an advantage</li> </ul>	<ul style="list-style-type: none"> <li>• At least 12 years experience in advising governments/ ULBs</li> </ul>	2.0
Social Development Specialist Marks - 50	<ul style="list-style-type: none"> <li>• Degree or equivalent in social development disciplines</li> <li>• Fluent in English and Hindi</li> <li>• Sound understanding on issues of urban poor</li> </ul>	<ul style="list-style-type: none"> <li>• At least 10 years working experience with urban poor and community development</li> </ul>	3.0
Municipal Finance Specialist Marks - 75  (Preferably Full Time)	<ul style="list-style-type: none"> <li>• Masters or equivalent degree in finance</li> <li>• Fluent in English</li> <li>• Good knowledge of municipal financial analysis, municipal budgeting and accounting and financial projections</li> <li>• Knowledge and experience in project feasibility studies</li> </ul>	<ul style="list-style-type: none"> <li>• At least 10 years experience</li> </ul>	3.0
Municipal Engineer/ infrastructure specialist Marks - 75 (Preferably Full Time)	<ul style="list-style-type: none"> <li>• Degree in Civil Engineering</li> <li>• Fluent in English and communication skills in Hindi</li> <li>• Sound knowledge of municipal</li> </ul>	<ul style="list-style-type: none"> <li>• At least 12 years experience in municipal engineering</li> </ul>	3.0

<b>Experts Title</b>	<b>Qualifications &amp; Skills</b>	<b>Experience</b>	<b>Person Month</b>
	services network, design norms, contracting		
Urban Planner Marks - 50 (Preferably Full Time)	<ul style="list-style-type: none"> <li>• Masters in Urban Planning</li> <li>• Fluent in English and communication skills in Hindi</li> <li>• Good understanding of spatial planning and experience in data collation and analysis</li> <li>• Good communication and networking skills</li> </ul>	<ul style="list-style-type: none"> <li>• 6 years experience of working on urban projects</li> </ul>	3.0
Research Support	<ul style="list-style-type: none"> <li>• Relevant qualifications</li> <li>• Fluent in Hindi and English</li> </ul>		6

**7. Working arrangements**

**7.1 Management and counterpart staff**

The assignment will be contracted by the Urban Administration and Development Department, Madhya Pradesh. ULB and UADD will ensure the support of municipal officials wherever necessary.

**7.2 Items to be provided by the Client**

ULB will:

- a. Designate an “Officer-incharge” responsible for management and coordination of consultants.
- b. Constitute multi-stakeholder City Level Steering Committee and working groups. As a part of this ULB will nominate officers from relevant sections of ULB to participate in the process of stakeholder consultation and CDP preparation.
- c. Provide the Consultant with existing maps (as available with the uLB) and data on ULB and service delivery.
- d. Provide the Consultant with necessary authorisation to procure information from line departments.

**7.3 Consultant will be responsible to:**

- a. Arrange its own office space and equipment
- b. Arrange for all transportation and travelling required

- c. Arrange its own translations, communication, data processing, and printing equipments and necessary stationeries
- d. Work closely with the ULB's officer-Incharge and the UADD

**8. Project Monitoring**

The process of preparing the City Development Plan would be monitored at the State Level by State Level Steering and Monitoring Committee (SLSMC) and at the District level by a committee headed by the District Collector .There would be 3 District level presentations and 2 State Level presentations. The State level presentations would be conducted only after the approval of the project by District committee at that particular stage.

The final technical approval would be given by the State Level Sanctioning and Monitoring Committee (SLSMC).

**9. Payment Schedule**

On approval of:

1. Inception report (Approval from SLSMC)	25%
2. Sector analysis, city profile, strategy and priority projects (Approval from SLSMC)	25%
3. Draft Final CDP with CIP (Approval from SLSMC)	25%
4. Final CDP (Approval from SLSMC & ULB)	25%

## Annexure D: Standard Contract Document

### SECTION 1: FORM OF CONTRACT

**CONTRACT FOR:** *[Insert Title of Consulting Services]*

**CONTRACT NUMBER:** *[Please insert project number]*

**THIS CONTRACT is made**

**BETWEEN:** *[insert Client]* (hereinafter referred to as 'the Client')

**AND:** *[name of Consultant – this should be the lead firm in case of association. IN case of JV, all partners should be mentioned]* (hereinafter referred to as 'the Consultant')

*[Please insert the name of the Consultant's representative and communication address of the Consultant]*

### WHEREAS:

**A. the Client requires the Consultant to provide the services as defined in Section 4 ('the Services') to Urban Administration and Development Department, GoMP on behalf of the Governor, State of Madhya Pradesh ('the Client'); and**

**B. the Consultant has agreed to provide the Services on the terms and conditions set out in this Contract.**

**IT IS HEREBY AGREED** as follows:

#### 1. Documents

This Contract comprises the following documents:

Section 1: Form of Contract

Section 2: General Conditions

Section 3: Special Conditions

Section 4: Terms of Reference

Section 5: Schedule of Prices

Section 6: Format for invoice

Annexes: Detailed at Special Conditions of Contract, Clause 2.

This Contract constitutes the entire agreement between the Parties in respect of the Consultant's obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 3 and/or Section 4.

#### 2. Contract Signature

If the Original Form of Contract is not returned to the Contract Officer (as identified in Section 3) duly completed, signed and dated on behalf of the Consultant within 30 days of the date of signature on behalf of the Client, Client, or participating ULBs will be entitled, at its (their) sole discretion, to declare this Contract void.

No payment will be made to the Consultant under this Contract until a copy of the Form of Contract, signed on behalf of the Consultant, is returned to the Contract Officer.

#### 3. Commencement and Duration of the Services

The Consultant shall start the Services on *[insert start date]* ('the Start Date') and shall complete them by *[insert end date]* ('the End Date') unless this Contract is terminated earlier in accordance with its terms and conditions.

**4. Financial Limit**

Payments under this Contract shall not, in any circumstances, exceed [*insert total amount in numbers and words*] inclusive of all applicable government taxes – national and state, as applicable ('the Financial Limit').

**5. Time of the Essence**

Time shall be of the essence as regards the fulfilment by the Consultant of its obligations under this Contract.

For and on behalf of Client

Name:

Date:

For and on behalf of Consultant

Name:

Date:

Witness 1

Name:

Date:

Address:

Witness 2

Name:

Date:

Address:

## SECTION 2: GENERAL CONDITIONS OF CONTRACT

### DEFINITIONS AND INTERPRETATION

#### 1. Definitions

- 'the Consultant' means the person(s), partnership(s) or company(ies) with whom this Contract is placed.
- 'the Consultant's Representative' means the person named in Section 3 who is responsible for all contractual aspects of the Contract on behalf of the Consultant.
- 'the Consultant's Personnel' means any person instructed pursuant to this Contract to undertake any of the Consultant's obligations under this Contract, including the Consultant's employees, agents and sub-consultants.
- 'Sub-consultant' means any natural person, private or government entity, or a combination of the above, to whom any part of the Services is subcontracted by the Consultant.
- "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.
- 'the Client's Representative' means any entity appointed by the Client to act on the Client's behalf with regard to procurement and/or management of this Contract.
- the 'Equipment' is defined as a tangible, non-expendable property having an anticipated life of two years or more with a unit acquisition cost of Rs.10,000 or greater. Equipment includes, but is not limited to, computers, other electronic items, furniture, scientific apparatus, machinery, reference material, vehicles, as may be required for the implementation of the Services, which the Consultant cannot reasonably be expected to provide, and which are financed or provided by the Client for use by the Consultant.
- 'the Financial Limit' refers to the amount specified in 8.13 and is the maximum amount payable by the Client under this Contract.
- 'the Services' means the services set out in the Terms of Reference (Section 4).
- 'the Software' means the software designed and developed by the Consultant or the Consultant's Personnel, and includes the source code and object code along with associated documentation, which is the work product of the development efforts envisaged in the Terms of Reference. It does not include commercial off-the-shelf licensed software (except for the customisation components on such products).
- 'the Project Officer' means the person named in Section 3 who is responsible for issuing instructions and dealing with all correspondence in connection with the technical aspects of the Contract.
- 'the Contract Officer' means the person named in Section 3 who is responsible for all contractual aspects of the Contract, and to whom invoices should be sent.
- 'the Officer-Incharge' means the person named in Section 3 Working arrangements, who is responsible for ensuring coordination between the city, the Consultant in the execution of the Services.

- 'Contract Documents' means the documents listed in the Contract Agreement, including any amendments thereto.
- 'Contract Price' means the price payable to the Consultant as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- 'Contract' means the Contract Agreement entered into between the Client and the Consultant, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- 'GCC' means General Conditions of the Contract.
- 'SCC' means the Special Conditions of Contract.
- 'Change in Control' means that the person(s) (including corporate bodies) directly or indirectly in control of the Consultant at the time this Contract is entered into cease to be in control.
- 'Control' means the power of a person to ensure that the affairs of the Consultant are conducted in accordance with the wishes of that person.

## **2. Interpretation**

- 2.1. In the event of any inconsistency between the Form of Contract (Section 1), these General Conditions (Section 2) and the Special Conditions (Section 3), the Special Conditions shall prevail.
- 2.2. Except as expressly provided in Clause 3 the Consultant is not the agent of the Client and has no authority to represent and shall not purport to represent or enter into any commitments on behalf of the Client in any respect.
- 2.3. Nothing in this Contract is intended to make nor shall it make the Client the employer of the Consultant or any of the Consultant's Personnel.
- 2.4. All communications by the Consultant relating to notifications or applications for consents or instructions must be addressed to the Client Contract Officer whose name and address are given in Section 3.

## **OBLIGATIONS OF THE CONSULTANT**

### **3. Obligations**

- 3.1. The Consultant shall perform all its obligations under this Contract (including the provision of the Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts.
- 3.2. If the Consultant is a joint venture then each of the joint venture parties shall have joint and several liabilities in respect of the Consultant's obligations under this Contract.

### **4. Personnel**

- 4.1. All members of the Consultant's Personnel shall be appropriately qualified, experienced and in a suitable physical condition so as to ensure that the Consultant complies with all the Consultant's obligations under this Contract.
- 4.2. No changes or substitutions may be made to members of the Consultant's Personnel identified as key personnel in Section 4 of this Contract without prior written consent of the Client.

- 4.3. If the Client considers any member of the Consultant's Personnel unsuitable, the Consultant shall substitute such member as quickly as reasonably possible without direct or indirect charge to the Client with a replacement acceptable to the Client.
- 4.4. The Consultant is responsible for all acts and omissions of the Consultant's Personnel and for the health, safety and security of such persons and their property.

**5. Sub-Consultants**

- 5.1. The Consultant shall not sub-contract any of its obligations under this Contract without the prior written consent of the Client.
- 5.2. If, having obtained the Client's consent, the Consultant sub-contracts any of its obligations, the sub contract shall:
  - a) provide that payments due to the sub-consultant shall be made within 15 days from receipt of funds from the Client; and
  - b) include rights for the Consultant and obligations for the sub-consultant to ensure that the Client's rights to require replacement of personnel (as set out in Clause 4.3) and the Client's rights and the Consultant's obligations as set out in Clauses 6 to 11 (inclusive) can be enforced against the sub-consultant.

**6. Disclosure of Information**

- 6.1. The Consultant and the Consultant's Personnel shall not, without the prior written consent of the Client, disclose to any third party any confidential information obtained during or arising from this Contract (other than in the proper performance of this Contract or as may be required by authority of competent jurisdiction). In addition, no publicity is to be given to this Contract without the prior written consent of the Client.

**7. Intellectual Property Rights**

- 7.1. Subject to Clause 7.2, all intellectual property rights in material (including but not limited to reports, data, designs whether or not electronically stored, but not including the Software) specially developed by the Consultant or the Consultant's Personnel for the Client or pursuant to the performance of the Services commissioned by the Client, shall be the jointly-owned property of the Government of Madhya Pradesh, and are hereby assigned by the Consultant to the Government of Madhya Pradesh.
- 7.2. The Consultant hereby grants to the Client a world-wide, non-exclusive, irrevocable license to use all Software, including source and object code format.
- 7.3. The Consultant undertakes that commercial off-the-shelf licensed software that is not covered by Clause 7.2 will be procured in the name of the Client or in such a manner that it does not interfere with the enjoyment of rights under Clauses 7.1 and 7.2.
- 7.4. To the extent that it does not interfere with rights granted under Clause 7.2, ownership of intellectual property in Software created by the Consultant or the Consultant's Personnel pursuant to the performance of Services commissioned by the Client shall remain with the Consultant.
- 7.5. For the purpose of Clause 7.2, 'use' shall mean and include reproduction, making of derivatives, adaptations, publications and sub-licensing of all the Software and the intellectual property rights therein, but excludes commercial sub-licensing of the Software or its derivatives and adaptations.

**8. Confidentiality**

- 8.1. Neither of the Parties shall, without the consent of the other, divulge or suffer or permit its officers, employees, or agents to divulge to any person (other than to any of its or their respective officers or employees who require the same to enable them to properly carry out their duties) any information concerning the operations, contracts, commercial or financial arrangements or affairs of the other Party. Both Parties agree that confidentiality obligations do not apply to:
- a) Information that is already known to third parties without breach of this Contract; and
  - b) Information that is required to be disclosed by an order of a court of competent jurisdiction or an appropriately empowered public authority, or as a result of an obligation arising under the Right to Information Act or other public disclosure law.

**9. Access and Audit**

- 9.1. The Consultant shall keep accurate and systematic accounts, files and records ('the Records'). The Records shall clearly identify, among other things, the basis upon which invoices have been calculated and the Consultant shall keep the Records throughout the duration of this Contract and for seven years following its termination.
- 9.2. The Consultant shall upon request provide the Client or its representatives or audit officials unrestricted access to the Records in order that the Records may be inspected and copied. The Consultant shall co-operate fully in providing to the Client or its representative's answers to such enquiries as may be made about the Records.
- 9.3. Where it is found by the Client that any overpayment has been made to the Consultant, the Consultant shall reimburse the Client such amount within 28 days of the date of the Client's written demand.

**10. Corruption, Commission and Discounts**

- 10.1. The Consultant warrants and represents to the Client that neither the Consultant nor any of the Consultant's Personnel:
- a) has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any contract or for showing or forbearing to show favour or disfavour to any person or entity in relation to any contract; or
  - b) has entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Consultant or Consultant's Personnel or on their behalf or to their knowledge unless, before such contract was made, particulars of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to the Client, whose written consent was subsequently given to such payment.
- 10.2. Neither the Consultant nor any of the Consultant's Personnel shall accept for or on their own benefit any trade commission, discount or similar payment or benefit in connection with this Contract.

**11. Conflict of Interest**

- 11.1. Neither the Consultant nor any of the Consultant's Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Contract.
- 11.2. The Consultant and the Consultant's Personnel shall notify the Client immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.

**12. Insurances**

- 12.1. The Consultant shall maintain professional indemnity insurance cover of an amount not less than the Financial Limit.
- 12.2. At the request of the Client, or its representatives, the Consultant shall provide evidence showing that such insurance has been taken out and maintained and that current premiums have been paid.

**13. Indemnity**

- 13.1. Except where arising from the negligence of the Client or Client's employees, the Consultant shall indemnify the Client in respect of any costs or damages howsoever arising out of or related to breach of warranty or representation, contract or statutory duty, or tortuous acts or omissions by the Consultant or the Consultant's Personnel or any claims made against the Client by third parties in respect thereof.

**PRICE AND PAYMENT**

**14. Applicable Provisions and Financial Limit**

- 14.1. The components which comprise the Financial Limit are set out in 8.13

**15. Fees**

- 15.1. Any fees payable are deemed to cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs including, but not limited to, clothing, passports, visas and vaccinations, overheads and expenses of whatsoever nature that may be incurred except those otherwise specifically provided for in this Contract.

**16. Invoicing Instructions**

- 16.1. Invoices should be submitted against agreed milestones or as specified at Section Five, Schedule of Payments in duplicate and in accordance with the remainder of Clause 16.
- 16.2. The Client shall unless otherwise expressly provided in Section 3 make payments due by direct credit through the India Bank Clearing Systems. All invoices must contain details of the India bank account to which payments are to be made.
- 16.3. Invoices should include a form of letterhead, the Contract reference number and bear an original signature. They should be numbered sequentially and dated, and marked 'For the attention of the Contract Officer' named in Section 3. The final invoice presented in connection with this Contract should be endorsed 'Final Invoice'.
- 16.4. Unless this Contract is on a milestone payment basis, all invoices should contain details of expenditure in accordance with Section 5 of this Contract.

- 16.5. The Client may request proof of payment in respect of any item and shall be entitled to refuse to meet a claim if this cannot be provided.
- 16.6. Any invoice not presented in accordance with the above may be rejected and in any event shall be liable to query and delay in payment. The Client reserves the right not to pay any amount due in respect of an invoice received by the Client more than 90 days after the day of the Consultant becoming entitled to invoice for the payment to which it relates.

**17. Payments**

- 17.1. Subject to the Client being satisfied that the Consultant is or has been carrying out their duties, obligations and responsibilities under this Contract, sums duly approved shall be paid within 30 days of receipt of a valid invoice.
- 17.2. If for any reason the Client is dissatisfied with performance of this Contract or there has been an unreasonable delay without clients approval an appropriate sum may be withheld from any payment otherwise due. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.
- 17.3. Should the Client determine after paying for a particular Service that the Service has not been completed satisfactorily, the Client may recover, or withhold from further payments, an amount not exceeding that previously charged for that Service until the unsatisfactory Service is remedied to its satisfaction.

**18. Taxes and Duties**

- 18.1. The Consultant shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed within/outside India.
- 18.2. If any tax exemptions, reductions, allowances or privileges are available to the Consultant in India, the Client shall use its best efforts to enable the Consultant to benefit from any such tax savings to the maximum allowable extent.

**FORCE MAJEURE AND TERMINATION**

**19. Force Majeure**

- 19.1. Where the performance by the Consultant of its obligations under this Contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the Consultant and against which an experienced consultant could not reasonably have been expected to take precautions, the Consultant shall promptly notify the Client in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this Contract.
- 19.2. From the date of receipt of notice given in accordance with Clause 19.1, the Client may, at its sole discretion, either suspend this Contract for up to a period of 6 months ('the Suspension Period') or terminate this Contract forthwith.
- 19.3. If by the end of the Suspension Period the Parties have not agreed a further period of suspension or re-instatement of the Contract, this Contract shall terminate automatically.

**20. Suspension or Termination without Default of the Consultant**

- 20.1. The Client may, at its sole discretion, suspend or terminate this Contract at any time by so notifying the Consultant and giving the reason(s) for such suspension or termination.
- 20.2. Where this Contract has been suspended or terminated pursuant to Clause 20.1, the Consultant shall:
  - a) take such steps as are necessary to terminate the provision of the Services, (including suspending or terminating any Sub-Contracts) in a cost-effective, timely and orderly manner; and
  - b) provide to the Client, not more than 60 days after the Client notifies the Consultant of the suspension or termination of this Contract an account in writing, stating:
    - i) any costs due before the date of suspension or termination;
    - ii) any costs incurred by the Consultant after the date of suspension or termination, which the Consultant necessarily incurred in the proper performance of this Contract and which it cannot reasonably be expected to avoid or recover.
- 20.3. Subject to the Client's approval, the Client shall pay such amount to the Consultant within 30 days of receipt from the Consultant of an Invoice in respect of the amount due.

**21. Suspension or Termination with Default of the Consultant**

- 21.1. The Client may notify the Consultant of the suspension or termination of this Contract where the Services or any part of them are not provided to the satisfaction of the Client, giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the Consultant to remedy that dissatisfaction and the time within which it must be completed.
- 21.2. Where this Contract is suspended under Clause 21.1 and the Consultant subsequently fails to remedy the dissatisfaction, the Client may terminate this Contract forthwith.
- 21.3. The Client may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred terminate this Contract forthwith where:
  - a) the Consultant or any member of the Consultant's Personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract; or
  - b) the Consultant or any member of the Consultant's Personnel has committed an offence under the Prevention of Corruption Acts 1988 or the National Security Act 1980 or in breach of Clause 10 of this Contract; or
  - c) the Consultant is an individual or a partnership and at any time:
    - i) becomes bankrupt; or
    - ii) is the subject of a receiving order or administration order; or
    - iii) makes any composition or arrangement with or for the benefit of the Consultant's creditors; or
    - iv) makes any conveyance or assignment for the benefit of the Consultant's creditors; or
  - d) the Consultant is a company and:

- i) an order is made or a resolution is passed for the winding up of the Consultant; or
  - ii) a receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Consultant.
- e) the Consultant is a partnership or a company and there is a Change in Control. However, the Contract will continue if the Client states that it has 'no objection' to the continuation of the Contract after the Change in Control.
- 21.4. Where this Contract is terminated in accordance with this Clause, the Consultant shall without prejudice to the Client's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract.

## GENERAL PROVISIONS

### 22. Variations

- 22.1. No variation/amendment in the terms or scope of this Contract shall be effective without the prior written consent of both Parties and recorded in writing in the form of a letter entitled '*Contract Amendment No.* '. Without such consent neither Party shall have any liability in respect of work performed outside the Services set out in Section 4.

### 23. Assignment

- 23.1. The Consultant shall not, without the prior written consent of the Client, assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the Consultant, any of its rights or obligations under this Contract or any part, share or interest therein.

### 24. Limit of Liability

- 24.1. Except where there has been misconduct, gross negligence, dishonesty or fraud on behalf of the Consultant or the Consultant's Personnel the Consultant's liability under this Contract shall be subject to the amount of the Financial Limit.

### 25. Retention of Rights

- 25.1. Clauses 6, 7, 8, 9, 13, 26 and 27 of this Section 2 and any relevant clauses listed under Section 3 shall continue in force following the termination of this Contract.

### 26. Law and Jurisdiction

- 26.1. This Contract shall be governed by the laws of Republic of India.

### 27. Amicable Settlement

- 27.1. This Contract shall constitute the entire Agreement between the Parties, and may not be altered or amended except by the written agreement of the Parties. No duties, obligations, liabilities or warranties other than those expressly provided in this Contract and its attachments shall be applied. Both Parties to this Agreement will make every attempt to resolve in an amicable way all differences concerning the interpretation of this Contract and the execution of the work. Any dispute or disagreement which cannot be resolved by both Parties and any controversy claim or dispute otherwise arising in connection with this Contract or breach thereof shall be referred to an arbitrator to be agreed between the Parties or, failing such agreement, will be referred to the Client's City Courts.

- 27.2. The decision of the arbitrator shall be final and binding on both Parties.
- 27.3. The place of arbitration shall be as stated in the Special Conditions.

**SECTION 3: SPECIAL CONDITIONS**

*[Select the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

**1. OFFICIALS**

**1.1. The Contract Officer is:** *[please insert details as below]*

Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

**1.2. The Project Officer is:** *[please insert details as below]*

Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

**1.3. The Consultant's Representative is:** *[please insert details as below]*

Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

**1.4. The Officer-Incharge from ULB is:** *[please insert details as below]*

Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

**2. Additional documents to be included in this Contract**

The following documents are included in and form part of the Contract:

Annex X. Minutes of the meeting between the Client and the Consultant dated xx 2009

*[If there are any modifications to the General Conditions of Contract, the clauses that replace GCC clauses should be inserted here. Additional clauses can also be inserted here, but care should be taken to ensure that this does not cause interpretation difficulties.]*

**3. PAYMENT STRUCTURE**

The payment schedule is contained at Annexure C (9) on Payment Schedule *[Any changes should be advised to the Consultant during negotiations.]*

**4. MARKING AND DOCUMENTATION**

- i) The marking and documentation within and outside the packages shall be: *[insert in detail the markings on the packing and all documentation required; sample below]*

Urban Administration and Development Department, GoMP

Details of Project Officer as in 1.2 of SCC

Standard International Norms for Marking

**5. ARBITRATION**

The place of arbitration shall be **Bhopal**.

**SECTION 4: TERMS OF REFERENCE AND CONSULTANTS PERSONNEL SCHEDULE**

[insert from Annexure D in RfP, without payment schedule]

*Insert Manning Schedule at the end of the TOR]*

**SECTION 5: SCHEDULE OF PRICES**

- a. This is a **lump sum contract** and all payments shall be based on specified milestones.

b. SECTION 6: Invoice format

*To be given on letter head of the firm*

**INVOICE**

<b>Urban Administration and Development Department, GoMP</b>  For Attention of _____	Invoice No.: _____  Invoice Date: _____  Service Tax Registration No. _____ PAN Number _____
--	--

**Contract For:** \_\_\_\_\_

**Contract No.:** \_\_\_\_\_

Period of Consultancy:	Start Date _____	End Date _____
Milestone achieved for this claim Period Covered by this Claim		

Maximum Contract Value: _____	Total Amount Received _____
Claims made    Amount: _____    Date _____	Invoice No. _____    Date Received _____
Amount: _____    Date _____	Invoice No. _____    Date Received _____
Amount: _____    Date _____	Invoice No. _____    Date Received _____

Particulars of current claim made should be mentioned here	Amount	Tax if any
Invoice Total		

PLEASE MAKE PAYMENT TO:

Bank Account:	Bank SWIFT ID:
Account Name:	Account Number:

This invoice is in respect of a supply of services to the Client, and is addressed to the Client, purely for payment purposes. I certify that the amounts claimed in this invoice have been wholly and necessarily incurred for the purpose of the engagement and have not been claimed before.

\_\_\_\_\_  
Signature of Consultant

The claim is correct and Services have been received. Please arrange payment:

\_\_\_\_\_  
Project Officer/Advisor