

Request for Proposal (RFP) for selection of HR agency as service provider for procurement of Experts required in State Level Technical Cell (SLTC) at State Urban Development Agency (SUDA) and City Level Technical Cell (CLTC) at 75 District Head Quarters for Housing for All under Pradhan Mantri Awas Yojana

STATE URBAN DEVELOPMENT AGENCY (SUDA)

Navchetna Kendra, 10-Ashok Marg, Lucknow - 226001

Phone: 0522-2286709 Fax – 0522-2286711

Website: <http://www.sudaup.org>

Tender No. 853/01/29/HFA-7/2017-18

Date: 09 June, 2017

1. Director, SUDA invites technical and financial proposals from eligible HR agency for selection of HR agency as service provider for procurement of Experts required in State Level Technical Cell (SLTC) at State Urban Development Agency (SUDA) and City Level Technical Cell (CLTC) at 75 District Head Quarters (Details of 75 District given in Annexure – II) for Housing for All under Pradhan Mantri Awas Yojana.
2. Eligibility Criteria
 - I. HR agency should be a company have been in operation in India for at least 5 years after its registration / incorporation; Certification of Incorporation shall be attached.
 - II. Average annual turnover of the Consultancy HR agency for the last three financial years should be at least Rs.20 Crore from manpower services. Audited balance sheet and CA certificate mentioning turnover from manpower services shall be attached.
 - III. Bidder must be having not less than 1000 manpower on its payroll in each of last three years viz. 2013-14, 2014-15, 2015-16. Copy of ECRs and ESIC challan shall be submitted.
 - IV. The HR agency having experience of at least 2 assignments in procurement of experts for SLTC / CLTC / PMU / PMC to Government of India / State Governments. Also have experience of at least 2 assignments of providing other manpower for Government works of capacity not less than 50 Nos. Copies of Work orders or other document shall be attached.
 - V. Bidder must have experience of working with any Urban Development Department project / scheme preferably NULM / HFA.
 - VI. Bidder must have executed three assignments in Uttar Pradesh.
 - VII. The bidder should not have been blacklisted by the Central / State Government in India, or any entity controlled by them, from participating in any project at current date.
 - VIII. Bidders should have CMMI SVC L3 certification & Also ISO 9001 & ISO 20000 company.
 - IX. Bidders should have an operational office in Lucknow since at least Two years.
3. Association Arrangements, Subcontracting and Joint Ventures with other Consultancy Firms / Agencies / Companies are not permitted for this assignment.
4. Interested Consultancy Firms / Agencies / Companies may download the complete Request for Proposal (RFP) document, from tender section on the website www.sudaup.org from dt.10/06/2017 onwards.
5. Interested Consultancy Firms / Agencies / Companies may submit their proposals along with a non-refundable Demand Draft of Rs.5,000/- (Rupees Five thousand) only drawn in favour of Director, SUDA, payable at Lucknow, towards the cost of RFP document. No liability will be accepted for downloading the incomplete document.
6. Interested Consultancy Firms / Agencies / Companies shall submit their proposals along with Earnest Money Deposit (EMD) in the form of DD / BG / FDR amounting refundable Rs. 35 Lakh (Rupees Thirty Five Lakh only) which is as per the para-9.2 of chapter-9 of procurement manual.
7. Performance security will be 5% of remuneration of experts for two years and Management Cost (Service Charges / Overhead) in the shape of Bank Guarantee shall be submitted by the successful HR Agency.
8. Pre Bid meeting will be held on 16/06/2017 from **11.00 am** onwards.
9. Sealed Completed Proposals will be received at the address mentioned below on 01/07/2017 **upto 15.00 hours** and only Technical Proposals of bids shall be opened on the same day at 15.30 hours at following address:

Director,

State Urban Development Agency (SUDA)

Navchetna Kendra, 10-Ashok Marg, Lucknow - 226001.

Tel: 0522-2286709 & Fax: 0522-2286711, Email-hfaup1@gmail.com

10. Proposals received without cost of RFP document and Earnest Money Deposit (EMD) will be rejected.
11. Director, SUDA reserves the right to accept or reject any or all proposals without incurring any obligation to inform the affected applicants of the grounds. The proposals will be evaluated based on the information provided by the applicants and the evaluation criteria detailed in RFP document.
12. Corrigendum if any will be published on website www.sudaup.org.

Director, SUDA / Mission Director, HFA

Letter of Invitation

No. 853 / 01/29/HFA-7/2017-18

Date: 07 June 2017

From:
Director,
State Urban Development Agency (SUDA)
Navchetna Kendra, 10-Ashok Marg, Lucknow - 226001
Tel: 0522-2286709 & Fax: 0522-2286711 email-hfaup1@gmail.com

To:
All Prospective Bidders
Attention: Mr/Ms.

Director, SUDA invites proposals to provide the following consulting services: "Selection of HR agency as service provider for procurement of Experts required in State Level Technical Cell (SLTC) at State Urban Development Agency (SUDA) and City Level Technical Cell (CLTC) at 75 District Head Quarters for Housing for All under Pradhan Mantri Awas Yojana".

Brief Description about the Work

As per HFA guidelines for implementing "Housing for All" states and cities will require different competencies like planning, engineering, social mobilization, financial planning etc.

Establishment of State Level Technical Cell and City Level Technical Cell are required to monitor the work progress and to provide assistance to the executive agency.

A State Level Technical Cell (SLTC) with 10 professionals will be established at State Level to assist SUDA and a City Level Technical Cell (CLTC) varying from 3-5 professionals at District Level will be established. Total experts in CLTC in all 75 Districts will be 250 Nos. HR agency has to provide 10 professionals for SLTC and 250 professionals for CLTC.

Duration of the Contract may be initially for 2 years and extension will be subject to continuation of the project and performance of the professionals / experts; as per decision that may be taken by the State Government / UT.

Refer the guidelines and ToR for SLTC & CLTC prescribed by Ministry of Urban Development and Poverty Alleviation, Govt. of India available in website (www.mhupa.gov.in).

The Background Information and Scope of Work are provided in Section 5 – Scope of Work of the Request for Proposal (RFP);

This RFP is available to all eligible prospective consulting firms who meet the qualifying criteria detailed in the Notice inviting Request for proposal.

Consultants will be selected under **Quality cum Cost Based Selection Method** and Procedures described in this RFP.

The RFP includes the following documents along with Letter of Invitation:

Section1 –Instructions to Bidders .

Section2 –Data Sheet to Instruction to Bidders

Section3 –Technical Forms

Section4 –Financial Proposal

Section5 –ToR / Scope of Work

Section6 Part I – Form of Contract

Part II – General Condition of Contract

All prospective Bidders are advised to go through the RFP Document, visit the towns and communicate their queries, if any, in writing through email to hfaup1@gmail.com not later than pre bid meeting date.

Bidders are requested to submit following documents along with their proposals:

- I. Document Fee (Non-Refundable) Rs. 5000 (Rupees Five Thousand Only)
- II. Earnest Money Deposit (EMD) in the form of DD / BG / FDR amounting Rs. 35 Lakh (Rupees Thirty Five Lakh Only - Refundable which is as per the para-9.2 of chapter-9 of procurement manual. If submitting FDR the same should be pledged in the Favour of Director, SUDA;

Performance security will be 5% of remuneration of experts for two years and Management Cost (Service Charges / Overhead) in the shape of Bank Guarantee shall be submitted by the successful HR Agency.

- I. Copy of Certificate of Incorporation / Registration Certificate, Permanent Account Number, Service Tax registration Number.
- II. Audited Statements of last 3 financial years / ITR copy to be enclosed
- III. Certificate / MOU from Employer regarding experience should be furnished

Director, SUDA reserves the right to accept or reject any or all proposals, and to annul the selection process and reject all proposals at any time prior to the award of contract, without thereby incurring any liability or any obligation in any form to the affected Consultancy Firms / Agencies / Companies on any grounds.

Yours sincerely,



Director, SUDA / Mission Director, HFA

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Section 1 INSTRUCTION TO BIDDERS

Section 1- INSTRUCTION TO BIDDERS

1. INTRODUCTION

General

- 1.1** State Urban Development Agency, Lucknow, Uttar Pradesh, INDIA will select HR Agency in accordance with the method of selection specified in the Data Sheet.
- 1.2** Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Bidders are encouraged to visit the project site and engage in stakeholder consultations.
- 1.3** Bidder shall bear all costs associated with the preparation and submission of their Proposals. Costs might include site visit; collection of information; and, if selected, attendance at contract negotiations etc.
- 1.4** The SUDA is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Bidders.
- 1.5** In preparing their Proposals, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

Conflict of Interest

- 1.6** SUDA requires that Bidders provide professional, objective, and impartial advice and at all times hold the client's interests paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Without limitation on the generality of the foregoing, Bidders, and any of their associates shall be considered to have a conflict of interest and shall not be selected under any of the circumstances set forth below:
 - i. If a Bidder combines the function of consulting with those of contracting and / or supply of equipment; or
 - ii. If a Bidder is associated with or affiliated to a contractor or manufacturer; or
 - iii. If a Bidder is owned by a contractor or a manufacturing firm with departments or design offices offering services as Bidders. The Bidder should include relevant information on such relationships along with a statement in the Technical Proposal cover letter to the effect that the Bidder will limit its role to that of a Bidder and disqualify itself and its associates from work, in any other capacity or any future project within the next five years that may emerge from this assignment (including bidding or any part of the future project). The contract with the Bidder selected to undertake this assignment will contain an appropriate provision to such effect.

Fraud and Corruption

1.7 SUDA requires that Bidders observe the highest standard of ethics during the procurement and execution of such contracts. In such pursuance of this policy, the SUDA:

- i. defines, for the purposes of this provision, the terms set forth below as follows:
 - a. “Corruption Practice” public or private sectors by which they improperly and unlawfully enrich themselves and / or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
 - b. “Fraudulent Practice” means a misrepresentation of the facts in order to influence a procurement process or the execution of a contract to the detriment of the SUDA, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the SUDA of the benefits of free and open competition).
 - c. will reject a Proposal for award if it determines that the bidder recommended for award has engaged in corrupt practice or fraudulent practices in competing for the contract; and
 - d. will declare the bidder ineligible, either indefinitely or for a stated period of time, to be awarded any SUDA contract if it at any time determines that the bidder has engaged in corrupt practice or fraudulent practice in competing for, or in executing, any SUDA contract.
 - e. EMD to be forfeited in case of any corrupt practice or fraudulent practice in competing for the contract.

Proposal Validity

1.8 The data sheet indicates how long the Bidder’s proposal must remain valid after the submission date. During this period, the Bidders shall maintain the availability of experts nominated in the Proposal. The SUDA will make its best effort to complete negotiations within this period. In case of need, the SUDA may request Bidders to extend the validity period of their Proposals subject to maximum of 180 days. Bidders have the right to refuse to extend the validity period of their Proposals.

Participation of Government Employees

1.9 No in-service government employee shall be deployed by the Bidder without the prior written approval by the appropriate authority.

1.10 Earnest Money Deposit (EMD)

- i. The EMD of amount indicated in Data Sheet in favour of Director, SUDA payable at Lucknow shall be in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the nationalised banks in an acceptable form. The EMD is to remain valid for a period of forty-five days beyond the final bid validity period.

- ii. The SUDA shall reject any bid not accompanied by appropriate EMD, as non-responsive.
- iii. The EMD of the successful Bidder shall be returned within two months once he has signed the agreement and furnished the required performance security.
- iv. EMD of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract to successful bidder.
- v. The EMD may be forfeited:
 - a. Bidder withdraws its bid during the period of bid validity.
 - b. If the successful Bidder fails to:
 - (i) Sign the Agreement within required time frame;
 - (ii) Furnish a performance security.

2. CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS

- 2.1** Bidders may request a clarification of any of the RFP documents up to pre bid date. Any request for clarification must be sent in writing to the address indicated in the Data Sheet. The SUDA responses will be uploaded on the website www.sudaup.org and will send email of the response, including an explanation of the query but without identifying the source of inquiry, to all Bidders. Should the SUDA deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Sub-Clause 2.2.
- 2.2** At any time before the submission of Proposals, the SUDA may, whether at its own initiative, or in response to a clarification requested by a Bidder, amend the RFP by issuing an addendum. The addendum shall be sent to all Bidders and will be binding on them. To give Bidders reasonable time in which to take an amendment into account in their Proposals, the SUDA may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission.

3. PREPARATION OF THE PROPOSAL

3.1 Bidder's proposal will consist of three (3) components

- i. Earnest Money Deposit (EMD)
- ii. The Technical Proposal, and
- iii. The Financial Proposal

3.2 Earnest Money Deposit (EMD)

EMD as mentioned in clause no 1.10 above shall be placed in Envelope I. If the EMD is found proper then only technical and financial proposals will be entertained.

3.3 Technical Proposal

The Proposal, as well as all related correspondence exchanged by the Bidders and the SUDA, shall be in English. All reports prepared by the contracted Bidder shall also be in English.

- 3.4** The Proposal should include a cover letter signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the Bidder and items given in the checklist

Technical Checklist for responsiveness of bidder is given below:

S.No	Item	Required Response
1	Has the consultant paid the RFP document fees	
2	Has the consultant submitted the requisite bid processing fee and bid security	
3	Have all the pages required to be signed by the authorized representative of the consultant been signed.	
4	Has the power of attorney been submitted in the name of authorized representative	
5	Has the consultant submitted all the required forms of the technical proposal (Experience certificates of Bidder, approach and methodology and Details of key professionals)	
6	Does the technical proposal contain any financial information	
7	Is financial proposal submitted separately in a sealed cover	

4. FINANCIAL PROPOSAL

- 4.1** All information provided in Bidder's financial Proposal will be treated as confidential.
- 4.2** The Financial Proposal is to be submitted in the form enclosed as Annexure - 1
- 4.3** No proposed schedule of payments should be included in Bidder's financial Proposals.
- 4.4** Bidders shall quote the rates in Indian National Rupees (INR) only.
- 4.5** The rates to be quoted shall be in the format (Annexure - 1) given in Section 4. It shall include all costs / expenses and statutory taxes excluding Service Tax. The SUDA shall pay Service Tax as applicable on prevailing rates. Service tax shall be shown separately. For avoidance of doubt it is made clear that if service tax is replaced by goods and service tax (GST), GST shall be paid as per applicable law.

5. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

- 5.1** The original Proposal (Earnest Money Deposit, Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by Bidders themselves. Any such corrections, interlineations or overwriting must be initialled by the person (s) who signed the Proposal.
- 5.2** An authorized representative of the Bidder shall initial all pages of the Technical Proposal and Financial Proposal duly stamped.
- 5.3** The original and all copies of the Technical Proposal to be sent to the SUDA shall be placed in sealed envelope clearly marked "Technical Proposal". Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "Financial Proposal" and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL", the envelopes (Envelope 1 - Earnest Money Deposit, Envelope 2 - Technical Proposal and Envelope 3 - Financial Proposal) shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address,

reference number and other information indicated in the Data Sheet. If the Financial Proposal is not submitted by the Bidder in a separate sealed envelope and duly marked as indicated above, this will constitute grounds for declaring both Technical Proposal and Financial Proposal non-responsive.

- 5.4** Proposals must be delivered at the indicated SUDA submission addresses on or before the time and date stated in the Data Sheet or any new date notified by the SUDA.

6. PROPOSAL EVALUATION

General

- 6.1** From the time the Proposals are opened to the time the contract is awarded, the Bidder should not contact the SUDA on any matter related to its Technical Proposal and / or Financial Proposal. Any effort by a Bidder to influence the SUDA in examination, evaluation, ranking of Proposals or recommendation for award of contract may result in rejection of the Bidder's proposal
- 6.2** The envelope 1 shall be opened first. If the EMD is not found to be in order then the proposal shall be treated as non responsive and shall not be evaluated further.

Evaluation of Technical Proposals

- 6.3** The eligibility criteria will be first evaluated as defined in Notice Inviting Request for Proposals for each bidder. Detailed technical evaluation will be taken up in respect of only those Bidders, who meet with the prescribed eligibility criteria.
- 6.4** The committee constituted by SUDA hereinafter referred to Evaluation Committee will be responsible for evaluation and rankings of Proposals received.
- 6.5** The Evaluation committee will evaluate and rank the Technical Proposals on the basis of proposal's responsiveness to the ToR / Scope of work using the evaluation criteria and points system specified in the Data Sheet. Each Technical Proposal will receive a technical score. A Proposal shall be rejected if it does not achieve the minimum technical mark of 750 from the maximum of 1,000 points.
- 6.6** A Technical Proposal may not be considered for evaluation in any of the following cases:
- i. The Technical Proposal was submitted in the wrong format;
 - ii. The Technical Proposal included details of costs of the services; or
 - iii. The Technical Proposal reached the SUDA after the submission closing time and date specified in the Data Sheet.
- 6.7** After the technical evaluation is completed, the SUDA shall notify Bidders whose Proposals did not meet the minimum qualifying technical mark or Bidders whose Technical Proposals were considered non-responsive to the RFP requirements, indicating that their Financial Proposals will be returned unopened after completion of the selection process. The SUDA shall simultaneously notify, in writing Bidders whose Technical Proposals received a mark of 750 or higher, indicating the date, time, and location for opening of Financial Proposals. (Bidder's attendance at the opening of Financial Proposals is optional).

7. PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSALS

Public Opening of Financial Proposals

7.1 At the public opening of Financial Proposals, Bidder representatives who choose to attend will sign an Attendance Sheet.

- i. The marks of each Technical Proposal that met the minimum mark of 750 will be read out aloud.
- ii. Each Financial Proposal will be checked to confirm that it has remained sealed and unopened.
- iii. The Evaluation Committee will open Financial Proposal of each of only qualified Technical Proposal and will read out aloud the name of the Bidder's Financial Proposal.

7.2 Evaluation of Financial Proposals

- I. Under QCBS, the technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightages of 30%.
- II. Proposal with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices.
- III. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. The proposed weightages for quality and cost shall be specified in the RFP.
- IV. Highest points basis: On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

7.3 Bidder's attendance at the opening of Financial Proposals is optional.

7.4 The Evaluation Committee will review the detailed content of each Financial Proposal. During the review of Financial Proposals, the Evaluation Committee or any personnel of SUDA will not be permitted to seek clarification or additional information from any Bidder, who has submitted a Financial Proposal.

7.5 The details content of each Financial Proposal will be subsequently reviewed by the Evaluation Committee.

7.6 The evaluated total price (ETP) for each Financial Proposal will be determined by following:

$$f = 1,000 \times F_m / F$$

Where:

Sf is the financial score of the Financial Proposal being evaluated

Fm is the ETP of the lowest priced Financial Proposal

F is the ETP of the Financial Proposal under consideration

The lowest evaluated Financial Proposal will receive the maximum score of 1,000 marks.

Ranking of Proposals (QCBS)

7.7 Following completion of evaluation of Technical Proposal and Financial Proposal, final ranking of the Proposals will be determined. This will be done by applying a weightage of 0.70 (or Seventy percent) and 0.30 (or Thirty percent) respectively to the Technical Score and Financial Score of each evaluated qualifying Technical Proposal and Financial Proposal and

then computing the relevant combined total score for each Bidder.

7.8 The Technical Score and Financial Score shall be added and the Contract will be awarded to the Bidder which scores maximum points.

8. Contract Negotiations and Award of Contract

8.1 Negotiations, if required, will be done in accordance to Uttar Pradesh Procurement Manual (Procurement of Goods) vide letter no. 5/2016/253/18-2-2016-3(SP)/2010 dated 01 April, 2016.

Section 2: Data Sheet to Instruction to Bidder

Section 2: Data Sheet to Instruction to Bidder

Paragraph Reference																
1.1	<p>Name of the Client: State Urban Development Agency (SUDA)</p> <p>Client's Representative Director, State Urban Development Agency, Method of selection: Quality Cum Cost Based Selection (QCBS) Method (70:30)</p>															
1.8	Proposals must remain valid for 180 days from the submission date.															
1.10 (i)	<p>EMD: Rs. 35 Lakh (Rupees Thirty Five Lakh Only) which is as per the para-9.2 of chapter-9 of procurement manual EMD Validity: 45 days beyond bid validity date Mode: As prescribed in ITC. If submitted in the form of Bank Guarantee, the format prescribed at Appendix-III and it should be in accordance to UP GO No. A-2-3280/Ten-82-15-1(19)-69 dated 22/04/1983 Performance security will be 5% of remuneration of experts for two years and Management Cost (Service Charges / Overhead) in the shape of Bank Guarantee shall be submitted by the successful HR Agency.</p>															
1.10 (V) ii	EMD may be forfeited if the successful bidders fail to sign the Contract within 30 days of Intimation for signing of contract.															
2.1	<p>Pre bid meeting will be held on 16/06/2017 from 11.00 am at the following address and bidders may seek clarifications: Director, State Urban Development Agency (SUDA) 10 Ashok Marg, Navchetna Kendra, Hazrat Ganj, Lucknow Tel: 0522-2286709 & Fax: 0522-2286711, Email-hfaup1@gmail.com</p>															
5.4	Last date of receiving bids: 01/07/2017, Time:15.00 hrs															
6.7	<p>Technical Proposals shall be evaluated on the basis of following pre-identified criteria: (a) Technical criteria that would be considered for selection of preferred bidder would be as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">S. No</th> <th style="text-align: center;">Criteria</th> <th style="text-align: center;">Score Allocated</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Firms General Experience in similar assignments</td> <td style="text-align: center;">400</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Proposed Approach and Methodology</td> <td style="text-align: center;">200</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Qualification and Experience of Team Leader & Other Key Professional</td> <td style="text-align: center;">400</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total Score</td> <td style="text-align: center;">1000</td> </tr> </tbody> </table> <p>Details attached as Appendix I The minimum qualifying marks is 750.The financial bid of bidder getting less than 750 marks will be returned unopened.</p>	S. No	Criteria	Score Allocated	1	Firms General Experience in similar assignments	400	2	Proposed Approach and Methodology	200	3	Qualification and Experience of Team Leader & Other Key Professional	400	Total Score		1000
S. No	Criteria	Score Allocated														
1	Firms General Experience in similar assignments	400														
2	Proposed Approach and Methodology	200														
3	Qualification and Experience of Team Leader & Other Key Professional	400														
Total Score		1000														
8.2	Add, Negotiation of the rates will be done as per the Procurement Manual of Department of Micro, Small and Medium Enterprises, Uttar Pradesh															

Appendix-I to Data Sheet

DETAILED MARKING	Criteria	Maximum Marks
1	Firms Experience	600
1 A	Number of years in existence as HR service provider	100
i	= > 3 & <= 5 Years	30
ii	> 5 & <= 10 Years	50
iii	> 10 Years	100
1 B	The HR agency having experience of at least 2 assignments in procurement of experts for SLTC / CLTC / PMU / PMC to Government of India / State Governments.	200
i	= > 2 & <= 5 Assignments	75
ii	> 5 & <= 7 Assignments	150
iii	> 7 Assignments	200
1 C	Also have experience of at least 2 assignments of providing manpower for any Government works of capacity not less than 50 Nos.	100
i	= > 2 & <= 5 Assignments	30
ii	>5 & <= 10 Assignments	50
iii	> 10 Assignments	100
1 D	Financial Performance of Agency	200
i	= > 20 Crore & <=30 Crore	75
ii	> 30 Crore & <= 40 Crore	150
iii	> 40 Crore	200
2	Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference (ToRs)	200
2 A	Understanding of project scope and objectives, Technical approach and methodology	150
2 B	Work Plan and Planning for Deliverables	50
4	Qualification and Experience of Team Leader & Other Key Professionals	200
i	Team Leader Cum Civil Engineer	50
ii	HR Manager	30
iii	Finance Manager	30
iv	MIS Manager	30
v	Social Development Specialist	30
vi	Liaison Manager	30

The number of points to be assigned to each of the above positions shall be determined considering the following two sub-criteria and relevant percentage weights:

- 1) Academic qualification and years of overall experience: 20%
Maximum 100% marks of 20% shall be given for Post Graduation, 75% marks of 20% shall be for Graduation and for Diploma 50% marks of 20% shall be given.
- 2) Adequacy for the Assignment (experience in the sector / similar assignments): 80%
Maximum marks will be given for 10 assignments

Qualifications & Experience of Proposed Experts:

S. No	Designation of Key Experts	Qualification
1	Team Leader Cum Civil Engineer	Masters in Civil Engineering with an overall experience of 10 years and at Managerial Position (Project Manager / Team Leader / Project coordinator) for at-least 5 years.
2	HR Manager	MBA (HR) with 5 years experience
3	Finance Manager	MBA Finance / M.Com with 5 years experience
4	MIS Manager	B.E or B.Tech in IT & MCA with 5 years experience
5	Social Development Specialist	MSW / PG in Social Science with 5 years experience.
6	Liasion Manager	MBA with LLB or LLM with 10 years experience

EMD Form (Bank Guarantee)

In consideration of the Governor of Uttar Pradesh (hereinafter called "The Government") having agreed to exempt _____ (hereinafter called "The said Consultant") from the demand, under the terms and conditions of an Agreement dated _____ made between _____ and _____ for _____ (hereinafter called the "The said Agreement") of security deposit for the due fulfilments by the said Consultant(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only), we, _____ (hereinafter referred to as "The Bank") at the request of (indicate the name of the bank) (Consultant(s) do hereby undertake to pay to the Government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Consultant (s) of any of the terms and conditions contained in the said Agreement

We _____ do hereby undertake to pay the (indicate the name of the Bank) amounts demur payable under this Guarantee without any demur merely on a demand from the Government stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the Government by reason of any breach by the said Consultant(s) of any of the terms or conditions contained in the said Agreement or by reason of the Consultant(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Consultant(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be valid discharge of our liability for payment there under the Consultant(s) shall have no claim against us for making such payment.

We _____ further agree that the guarantee (indicate the name of Bank) herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ (Office/Department), Ministry of _____ certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the _____, we shall be discharged from all liability under this Guarantee thereafter.

5. We _____ further agree with the Government (indicate the name of Bank) the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said Consultant(s) from time-to-time any of the powers exercisable by the Government against the said Consultant(s) and to forbear or enforce any of terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Consultant(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Consultant(s) or by any such matter or thing whatsoever which under the law relating to sureties would

but for this provision have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We _____, lastly undertake not to revoke (indicate the name of Bank) this Guarantee during its currency except with the previous consent of the Government in writing.
Dated the _____ day of 2017 For _____
(indicate the name of Bank)

Section 3: Technical Forms

Section 3: Technical Forms

[Location, Date] To:

Dear Sir/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, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in individual capacity without entering in association with/as a Joint Venture. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification ion.

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

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date of publication of this tender.

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

We remain

Yours sincerely,

Authorized Signature (In full and initials) : _____

Name and Title of Signatory: _____

Name & Seal of Firm: _____

Address : _____

FORM TECH-2A: Bidder's Organization

[Provide here a brief (two pages) description of the background and organization of the Bidder with following summary sheet.]

Details	Page No.
Name of the Agency:	
Address of Registered Office: Attach Reg. Paper.	
Year of Establishment:	
Contact Person with Contact Details:	
Annual Turnover* in last three years (` in Lakhs) FY 2015-16: FY 2014-15: FY 2013-14: Average Annual Turnover for above three Financial Years: (Total/3) *Audited Statements to be enclosed	
Net worth of Agency (Positive/ Negative):	
Current Contract Commitments: (In Lakh)	
Experience in Similar Assignment: - Number of years: - Total assignments: - Assignments completed in last 3 years:	
Any Award or Felicitations received by your Agency complete details for the same	
Any Other Relevant Details:	

Authorized Signature [*In full and initials*]: _____

Name and title of Signatory

Name & Seal of Firm

Form TECH-2B: Bidder's Experience [For full technical proposals only]

[The following information should be provided in the format below for each reference assignment for which your firm, either in dividedly as a corporate entity or as one of the major companies within a consortium, was legally contracted by the Employer stated below. for each assignment]

Assignment name:	Approx. value of the contract (in current `):
Country: Location within country:	Duration of assignment (months): Duration of Completion of Assignment.
Name of Client:	Total Number of person-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in `)
Start date (month/year): Completion date (month/year):	Number of professional person-months provided by the joint venture partners or the Sub-Bidders:
Name of senior regular full time employees of the firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project:	
Description of actual services* provided in the assignment:	

*(Certificate from Employer regarding experience should be furnished)

Authorized Signature [*In full and initials*]: _____

Name and title of Signatory

Name & Seal of Firm

Section 4: Financial Proposal

Section 4: Financial Proposal

Annexure - 1

Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 4 of Section 1

Form FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

To,

Director,
Urban Development Department,
Govt. of Uttar Pradesh,
Uttar Pradesh

Dear Sir / Madam:

We, the undersigned, offer to provide the consulting services for **Cluster _____** for “**Selection of HR agency as service provider for procurement of Experts required in State Level Technical Cell (SLTC) at State Urban Development Agency (SUDA) and City Level Technical Cell (CLTC) at 75 District Head Quarters for Housing for All under Pradhan Mantri Awas Yojana**”, in accordance with your Request for Proposal dated (Insert Date).

The consultancy fee for

(A) Management Cost (Service Charges / Overhead) of HR Agency _____ % of remuneration of experts.

(Above rates are exclusive of taxes, all Government taxes as applicable will be paid by SUDA)

Rate in Words:

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

No fees, gratuities, rebates, gifts, commissions or other payments have been given or received in connection with this Proposal.

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

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Section 5: ToR / Scope of Work

Section 5: ToR / Scope of Work

Section 5: ToR / Scope of Work

HR Agency shall establish an office at Lucknow to monitor experts of SLTC & CLTC

State Level Technical Cell (SLTC)

A SLTC will comprise 10 Nos of Experts as details given below.

A State Level Technical Cell (SLTC) shall work as a close team, in coordination with the SLNA / ULBs / CLTC/ PMC and share work progress, implementation, monitoring and outcomes.

Key activities of SLTC includes but not limited to Planning, Engineering, Social Mobilisation, Housing Finance Planning, MIS & GIS.

For all positions in SLTC, post graduate degree is necessary.

Travel expenses will be reimbursed as per actual and entitlement norms applicable to Group B officers of GoI (Equivalent to level 8 of the current pay matrix)

Beside this Air travel to other states, with prior approval of competent authority will also be reimbursed

Remuneration will be transferred into experts account directly through DBT, vendor has to be open a separate account for this work and has to be registered on PFMS

Duration of Services:

Duration of the Contract may be initially for 2 years and extension will be subject to continuation of the project and performance of the professionals / experts; as per decision that may be taken by the State Government / UT.

HR Agency shall provide the specialist in SLTC as mentioned below:

S. No	Designation of Key Experts	Number of positions
1	Urban Planner cum Town Planning Expert	1
2	PPP and Housing Finance Specialist	1
3	Municipal / Civil Engineer	1
4	Environmental Specialist	1
5	Urban Infrastructure Specialist	1
6	Social Development Specialist	1
7	Capacity Building / Institutional Strengthening Specialist	1
8	MIS Specialist	1
9	IEC/Knowledge Management Specialist	1
10	Procurement Specialist	1

I. Urban Planner

Qualifications and Experience

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

Roles and responsibilities

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

II. PPP and Housing Finance Specialist

Qualifications and Experience

- i. Post graduate in Finance / Accountancy / C.A from recognized university with 5-7 years of experience in developing and managing projects on PPP mode and housing finance sector.
- ii. Experience in working with state government to examine and develop a range of options for financing housing projects.
- iii. Experience in training ULB staff on municipal finance, project finance and resource mobilization.
- iv. Experience in formulation of PPP projects (including relevant concession agreements, due diligence processes, value for money audits, public sector comparator, etc.)
- v. Experience in preparing project agreements, tender process, detailed legal and contractual agreements, risk management and contingent liability issues, and financial analysis of complex project proposals with respect to PPP projects.

Roles and responsibilities

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

- xi. Co-ordinate with various HFIs and Banks at state level for ensuring support for the implementation of the programme.
- xii. Analyze the possible financing provisions for the State/UT.
- xiii. Undertake data analysis and fixing targets under CLSS component.
- xiv. Monitor the utilization of funds and the achievement of targets of CLSS component periodically.
- xv. Provide inputs into MIS and reporting formats for CLSS component.
- xvi. Organize meetings with Central Nodal Agencies (CNAs), i.e., National Housing Bank (NHB) and HUDCO and eliciting their feedback in coordination with the Mission Directorate.

III. Municipal/Civil Engineer

Qualifications & Experience

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

Roles and responsibilities

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

IV. Environmental specialist

Qualifications & Experience:

- i. Post graduate in environmental studies / environmental engineering.
- ii. 5-7 years of experience in assessing, monitoring, and mitigating environmental impacts of urban infrastructure projects.
- iii. Experience and knowledge of environmental laws and regulations of the state.
- iv. Experience in government sector will have added advantage.

Role and Responsibilities

- i. Develop Environmental Management Framework for conducting environmental assessment of projects under the Mission.
- ii. Support ULBs to assess the environmental impacts of proposed and ongoing projects, and monitor their impacts over time.
- iii. Ensure that all project interventions are in full compliance with the Government laws and regulations and other acceptable guidelines.

- iv. Provide other necessary support as identified by State/SLNA.

V. Urban Infrastructure Specialist

Qualifications & Experience

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

Role and Responsibilities

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

VI. Social Development Specialist

Qualifications & Experience

- i. Master's degree in Social Science/Sociology/Development Studies.
- ii. 5 -7 years of work experience in social and community development.
- iii. Experience of working in the development areas, preferably with urban community and slums.
- iv. Knowledge and experience in participatory planning and community mobilization.
- v. Fluency in local language is essential.

Role and responsibilities

- i. Support the ULBs to develop a pre-project consultation mechanism with the stakeholders and ensure its incorporation in the HFAPoA.
- ii. Support in conducting social analysis, social audit and community participation.
- iii. Support the ULBs in the urban poor governance, empowering the local communities, CBOs, NGOs etc. in implementing housing projects.
- iv. Devise strategies to develop platforms for interface between the service providers, ULB officials and the community in the backdrop of the housing projects.
- v. Overall assessment and reporting of the social development impact of the project.
- vi. Support in analyzing the affordability of housing loans to the poor, along with willingness to pay.
- vii. Support conducting surveys in the low-income and resettlement projects and provide technical inputs in analyzing the data.
- viii. Coordinate the social audit process at city level through Independent Facilitating Agency.
- ix. Ensure preparation of database of various stakeholder organizations (e.g. community organizations, nongovernment organizations, women's groups, and microfinance institutions involved in housing finance etc.) and participation of these organizations in the programme.
- x. Any other related tasks, including advocacy at state level, that may be entrusted upon by State / SLNA.

VII. Capacity building/Institutional Strengthening Specialist

Qualifications & Experience

- i. Master's degree in Urban Planning or management or Social Sciences.
- ii. 5-7 years of working experience in the urban development sector.
- iii. Wide knowledge and experience in implementing capacity building programme for states and ULBs.
- iv. Experience in designing, implementing and evaluating capacity building activities, preferably in the municipal environment.

Roles and responsibilities

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

VIII. MIS Specialist

Qualifications & Experience

- i. Post Graduate in Computer Science / IT / Electronics or MCA/PGDCA.
- ii. 5-7 years of experience in government/semi govt. / autonomous, organizations/private company of repute.
- iii. Exposure to software development & project management, database management, MIS etc.
- iv. Ability to work in a team and train staff to use the systems.

Roles and Responsibilities

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

IX. IEC/ Knowledge Management Specialist

Qualifications & Experience

- i. Post graduate in Mass Communication/ Public relations / Journalism/Social work / Development.
- ii. Experience in advocacy management preferably in urban sector.
- iii. 5-7 years of experience in conducting knowledge management activities and development of IEC strategy.
- iv. Knowledge and experience of government systems and procedures would be desirable.

Roles and Responsibilities

- i. Develop IEC/knowledge management strategy.
- ii. Develop reports and publications for the implementation of the Mission activities.
- iii. Provide inputs in documentation and dissemination of best practices in the sector and its dissemination to various stakeholders involved in the HFA Mission.
- iv. Support State to prepare media plan and its analysis.

- v. Assist in advertisements and outreach campaigns of the ULBs.

X. Procurement Specialist

Qualifications & Experience

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

Roles and Responsibilities

- i. The procurement specialist will be involved in all the 4 verticals wherever procurement would be required.
- ii. The roles & responsibilities are as follows:
- iii. Analyse and select the procurement requirements for the implementation of Mission activities at State Level.
- iv. Prepare bidding documents and corresponding documents for procuring goods and services (e.g. contractors for construction work, resources agencies for technology submission etc).
- v. Support SLNA in conducting bidders meeting and provide clarification wherever required.
- vi. Manage the procurement process and prepare final evaluation report for review and approval by the Procurement Selection Committee.

City Level Technical Cell (CLTC)

75 CLTCs will comprise 250 Nos of Experts as details given below.

A City Level Technical Cell (CLTC) shall work as a close team, in coordination with the SLNA / ULBs and share work progress, implementation, monitoring and outcomes.

Key activities of CLTC includes but not limited to Planning, Engineering, Social Mobilisation, Housing Finance Planning, MIS & GIS.

For all positions in CLTC, post graduate degree is necessary.

Travel expenses will be reimbursed as per actual and entitlement norms applicable to Group B officers of GoI (Equivalent to level 8 of the current pay matrix)

Beside this Air travel to other states, with prior approval of competent authority will also be reimbursed

Remuneration will be transferred into experts account directly through DBT, vendor has to be open a separate account for this work and has to be registered on PFMS

Duration of Services:

Duration of the Contract may be initially for 2 years and extension will be subject to continuation of the project and performance of the professionals / experts; as per decision that may be taken by the State Government / UT.

HR Agency shall provide the specialist in CLTC as mentioned below:

S.No	Proposed Team composition for HFA	CLTC for District having population more than 15 Lakh (4 Nos)	CLTC for District having population in between 5 Lakh & 15 Lakh (17 Nos)	CLTC for District having population less than 5 Lakh (54 Nos)
1	Municipal / Civil Engineer	√	√	√
2	Social Development Specialist	√	√	√
3	MIS Specialist	√	√	√
4	Municipal Finance Specialist	√	√	NR
5	Urban Planner	√	NR	NR

Positions Required in District Head Quarters

S.No	Name of the Position	Number of positions
1	Municipal / Civil Engineer	1
2	Social Development Specialist	1
3	MIS Specialist	1
4	Municipal Finance Specialist	1
5	Urban Planner / Town Planning Specialist	1

Municipal / Civil Engineer

Qualifications & Experience

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

Roles and Responsibilities

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

Social Development Specialist

Qualifications & Experience

- i. Post graduate in Social Sciences, with practical experience of working with community/slums in the urban area.
- ii. 3-5 years' experience in undertaking social and community development initiatives and appraisals in the municipal environment.
- iii. Experience in participatory methods, social mobilization, social analysis, resettlement and rehabilitation.
- iv. Knowledge and experience in participatory planning and community mobilization.

Roles and Responsibilities

- i. The social development specialist will work closely with the housing finance and policy specialist and work towards implementation of social reforms, strengthening and empowerment of communities, internalizing stakeholder consultations into operating procedures and practices and

optimizing the community participation. In addition, the specialist will be responsible for the following:

- ii. Support the ULBs in the urban poor governance, empowering the local communities, ensuring social development, community participation.
- iii. Developing a consultation mechanism with the stakeholders (before project implementation) and ensure its incorporation in the HFAPoA.
- iv. Provide support to ULBs in building partnerships with the local communities and mobilizing people in pursuit of Scheme's objective.
- v. Organize workshops to raise awareness about the specific roles and functions of community.
- vi. Assess the social development impact of the project in terms of the proportion of beneficiaries in slum/non slum and EWS/LIG, proportion of total project funds allocated to the poor, and level of impact on the lives of the poor; Conduct a gender analysis and develop a Gender Checklist.
- vii. Analyze the affordability of housing loans to the poor, along with willingness to pay.
- viii. Collect and analyze relevant existing survey data on low-income housing, particularly surveys in resettlement projects.
- ix. Prepare and coordinate additional surveys required for the purpose of the study.
- x. Design and conduct training on community development and empowerment to the key Stakeholders on the scheme.
- xi. Undertake social audit of the projects under HFA Mission.
- xii. Work closely with the IEC expert for knowledge dissemination.
- xiii. Prepare a database of community organizations, nongovernment organizations, women's groups, and microfinance institutions involved in housing finance for the poor or interested in future involvement in the project.
- xiv. Monitor expenditure on improvement of urban services to the poor and overall social impact of projects.
- xv. Any other related tasks that may be entrusted upon by the head of ULB.

MIS Specialist

Qualifications & Experience

- i. Post graduate in Computer Science / Electronics or MCA / PGDCA.
- ii. 3-5 years of work experience in Government / Semi Govt. / Autonomous organizations / Private Company of repute.
- iii. Experience in software development and database management.
- iv. Fluency in local language essential.

Roles and Responsibilities

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

Roles and Responsibilities

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

Municipal Finance Specialist

Qualifications & Experience

- i. Post Graduate in finance or equivalent qualification from recognized university with 3-5 yrs. experience.

- ii. Skills to evaluate urban infrastructure investments, and helping city governments to examine and use a range of options for financing projects.

Role and Responsibilities:

- i. Prepare Financial Operating Plans for the city in line with Mission guidelines.
- ii. Provide technical support to the ULBs / city level bodies to implement the financial plan.
- iii. Prepare specialized training materials / modules, process manuals, procedures, toolkits, guidelines and other related activities for undertaking capacity building programmes on financial management.
- iv. Provide training and capacity building programmes on finance and related matter to elected representatives and officials of ULBs on resource mobilization in partnership with national level financial institutions.
- v. Assess city counterpart funding of the projects and explore alternative financing options.
- vi. Conduct economic and financial viability assessments of the projects.
- vii. Conduct an analysis of affordability and gather information to prepare a sample financial model for the ULB.
- viii. Conduct financial sustainability analyses for revenue-generating subprojects.
- ix. Any other related activities as decided by the administrative head of the ULB.

Urban Planner / Town Planning Specialist

Qualifications and Experience

- i. Master's degree in Urban Planning or Regional Planning or Architecture Management with at least 5-7 years' experience in a managerial position.
- ii. Having experience in project management with 3-5 years in a managerial position.
- iii. Experience in working with large scale urban development/affordable housing / slum development projects / programmes.
- iv. Experience in implementing urban reforms for States and ULBs. Roles and responsibilities.
- v. Handholding support to the ULBs for the preparation of HFAPoA, DPR and AIP.
- vi. Handholding support to the ULBs in identifying slum pockets and other lands for housing development.
- vii. As part of the slum mapping exercise, assist the ULB in identifying ownership of the land occupied by slums and mapping of the same.
- viii. Handholding support to the ULBs in tenability analysis and choosing options for untenable slums.
- ix. Assist the ULBs in selection of appropriate model for the in-situ slum redevelopment.
- x. Review the city Master Plan and provide inputs to revise it in accordance with the mandatory conditions under the Mission.
- xi. Provide support in developing (approved) building layout plans for EWS / LIG housing.
- xii. Provide advice to MoHUPA on increasing financial inclusion for the urban poor.
- xiii. Develop AIP on the basis of HFAPoAs of the ULBs in consultations with State.
- xiv. Handholding support to States / UTs for the implementation of the slum redevelopment and Affordable Housing programmes.
- xv. Develop MIS formats and compilation of data from the ULBs.
- xvi. Develop periodic monitoring system for achievements under each scheme components

Annexure II - Details of 75 Districts:

City/ Cluster No & Name (District)	Number of Cities included in CLTC	Name of Cities	Population	No of Specialists to be recruited
1 Agra	13	Achhnera	22781	5
		Agra	1585704	
		Bah	16211	
		Dayalbagh	2830	
		Etmadpur	21897	
		Fatehabad	23278	
		Fatehpur Sikri	32905	
		Jagner	11575	
		Kheragarh	21470	
		Kiraoali	23788	
		Pinahat	18709	
		Shamsabad(NPP)	33144	
		Swamibagh	2039	
Sub Total			1816331	5
2 Aligarh	12	Aligarh	874408	4
		Atrauli	50412	
		Beswan	6278	
		Chharra Rafatpur	21146	
		Harduaganj	13690	
		Iglas	15478	
		Jalali	20238	
		Jatari	18387	
		Kauriaganj	12244	
		Khair	35751	
		Pilkhana	11518	
Vijaigarh	7124			
Sub Total			1086674	4
3 Allahabad	10	Allahabad	1168385	4
		Bharatganj	16345	
		Handia	21798	
		Jhusi	13878	
		Koraon	14821	
		Lal Gopalganj Nindaura	28288	
		Mau Aima	19645	
		Phulpur	22998	
		Shankargarh	17785	
		Sirsa	12686	
Sub Total			1336629	4
4 Ambedkar Nagar	5	Akbarpur (NPP)	111447	3
		Ashrafpur Kichhauchha	15838	
		Iltifatganj Bazar	13136	
		Jalalpur	31972	
		Tanda	95516	

City/ Cluster No & Name (District)	Number of Cities included in CLTC	Name of Cities	Population	No of Specialists to be recruited
Sub Total			267909	3
5 Amethi	4	Amethi	13849	3
		Jais	26735	
		Musafirkhana	7999	
		Salon	14757	
Sub Total			63340	3
6 Amroha	8	Amroha	198471	3
		Bachhraon	31101	
		Dhanaura	30007	
		Gajraula	55048	
		Hasanpur	61243	
		Joya	18377	
		Naugawan Sadat	32954	
		Ujhari	24488	
Sub Total			451689	3
7Auraiya	7	Achhalda	9431	3
		Atasu	11568	
		Auraiya	87736	
		Babarpur Ajitmal	29284	
		Bidhuna	32252	
		Dibiyapur	27237	
		Phaphund	17637	
Sub Total			215145	3
8 Azamgarh	12	Atrauliya	9374	3
		Azamgarh	110983	
		Azmatgarh	12160	
		Bilariaganj	13096	
		Jiyanpur	11816	
		Katghar Lalganj	13467	
		Mahrajganj	6735	
		Mehnnagar	14841	
		Mubarakpur	70463	
		Nizamabad	13848	
		Phulpur(NP)	9329	
		Sarai Mir	19055	
Sub Total			305167	3
9 Bagpat	8	Agarwal Mandi (Tatiri)	13873	3
		Aminagar Sarai	11174	
		Baghpat	50310	
		Baraut	103764	
		Chhaprauli	18970	
		Doghat	14166	
		Khekada	48676	
		Tikri	14092	
Sub Total			275025	3

City/ Cluster No & Name (District)	Number of Cities included in CLTC	Name of Cities	Population	No of Specialists to be recruited
10 Bahraich	4	Bahraich	186223	3
		Jarwal	19289	
		Nanpara	48337	
		Risiya Bazar	13750	
Sub Total			267599	3
11 Balarampur	4	Balrampur	82488	3
		Pachperwa	17220	
		Tulsipur	24488	
		Utraula	32145	
Sub Total			156341	3
12 Ballia	9	Ballia	104424	3
		Bansdih	21201	
		Belthara Road	20404	
		Chitbara Gaon	21879	
		Maniyar	19890	
		Rasra	31765	
		Reoti	26359	
		Sahatwar	20615	
Sikanderpur	23986			
Sub Total			290523	3
13 Banda	8	Atarra	47419	3
		Baberu	15156	
		Banda	160473	
		Bisanda Buzurg	11611	
		Mataundh	9371	
		Naraini	13400	
		Oran	7212	
		Tindwari	11113	
Sub Total			275755	3
14 Barabanki	12	Banki	21317	3
		Dariyabad	18338	
		Dewa	15662	
		Fatehpur	35582	
		Haidergarh	17200	
		Nawabganj(NPP)	17314	
		Ramnagar(NP)	14255	
		Satrikh	12107	
		Siddhaur	12438	
		Subeha	13772	
		Tikait Nagar	9456	
Zaidpur	34443			
Sub Total			221884	3
15 Bareilly	20	Aonla	55629	4
		Baheri	68413	

City/ Cluster No & Name (District)	Number of Cities included in CLTC	Name of Cities	Population	No of Specialists to be recruited
		Bareilly	904797	
		Bisharatganj	15975	
		Deoranian	20815	
		Dhaura Tanda	23727	
		Faridpur	78249	
		Faridpur(NP)	7673	
		Fatehganj Pashchimi	26607	
		Fatehganj Purvi	9480	
		Mirganj	17542	
		Nawabganj(NPP)	39241	
		Richha	20977	
		Rithora	17186	
		Sainthal	15332	
		Shahi	16950	
		Shergarh	16247	
		Shishgarh	25815	
		Sirauli	23650	
		Thiriya Nizamat Khan	23184	
Sub Total			1427489	4
16 Basti	3	Basti	114657	3
		Bhabnan Bazar	14282	
		Harraiya	9158	
Sub Total			138097	3
17 Bijnaur	17	Afzalgarh	29101	4
		Bijnor	93297	
		Dhampur	50997	
		Haldaur	19567	
		Jalalabad(NP)	20360	
		Jhalu	20978	
		Kiratpur	61946	
		Mandawar	21078	
		Nagina	95246	
		Najibabad	88535	
		Nehtaur	47834	
		Noorpur	38806	
		Sahanpur	21639	
		Sahaspur	24463	
		Seohara	53296	
Sherkot	62226			

City/ Cluster No & Name (District)	Number of Cities included in CLTC	Name of Cities	Population	No of Specialists to be recruited
		Warhapur	23456	
Sub Total			772825	4
18 Badaun	20	Allapur	23985	4
		Bilsa	26604	
		Bisauli	32780	
		Budaun	159285	
		Dataganj	26244	
		Faizganj	12334	
		Gulariya	5539	
		Islamnagar	31022	
		Kachhla	9471	
		Kakrala	37986	
		Kunwargaon	8053	
		Mundiya	6384	
		Rudayan	7620	
		Sahaswan	66204	
		Saidpur(NP)	15545	
		Sakhanu	10627	
		Ujhani	62039	
Usawan	13327			
Usehat	16361			
Wazirganj	21844			
Sub Total			593254	4
19 Bulandshahr	17	Anupshahr	29087	4
		Aurangabad	26544	
		Bhawan Bahadur Nagar	10188	
		Bugrasi	14992	
		Bulandshahr	230024	
		Chhatari	11373	
		Dibai	39818	
		Gulaothi	50823	
		Jahangirabad	59858	
		Kakod	9213	
		Khanpur	17247	
		Khurja	121207	
		Naraura	22775	
		Pahasu	20672	
		Shikarpur	37969	
Siana	44415			
Sikandrabad	81028			
Sub Total			827233	4
20 Chandauli	4	Chakia	17356	3
		Chandauli	23020	
		Mughalsarai	109650	
		Saiyad Raza	18315	

City/ Cluster No & Name (District)	Number of Cities included in CLTC	Name of Cities	Population	No of Specialists to be recruited
		Sub Total	168341	3
21 Chitrakoot	3	Chitrakoot Dham	57402	3
		Manikpur Sarhat	16467	
		Rajapur	13439	
		Sub Total	87308	3
22 Deoria	10	Bhatni Bazar	15352	3
		Bhatpar Rani	14839	
		Deoria	129479	
		Gaura Barhaj	36459	
		Gauri Bazar	6468	
		Lar	28307	
		Majhauriraj	20818	
		Rampur Karkhana	9943	
		Rudrapur	34014	
		Salempur	21124	
		Sub Total	316803	3
23 Etah	9	Aliganj	28396	3
		Awagarh	10983	
		Etah	118517	
		Jaithara	12009	
		Jalesar	38130	
		Marehra	19542	
		Nidhauri Kalan	8418	
		Raja Ka Rampur	11644	
		Sakit	8089	
		Sub Total	255728	3
24 Etawah	6	Bakewar	14965	3
		Bharthana	44120	
		Ekdil	11310	
		Etawah	256838	
		Jaswantnagar	28164	
		Lakhna	10902	
		Sub Total	366299	3
25 Faizabad	6	Ayodhya	55890	3
		Bhadarsa	13154	
		Bikapur	14453	
		Faizabad	165228	
		Gosainganj(NP)	9649	
		Rudauli	43091	
		Sub Total	301465	3
26 Farrukhabad	6	Farrukhabad-cum-Fatehgarh	276581	3
		Kaimganj	34384	
		Kamalganj	15477	

City/ Cluster No & Name (District)	Number of Cities included in CLTC	Name of Cities	Population	No of Specialists to be recruited
		Kampil	10281	
		Mohammadabad(NP)	24687	
		Shamsabad	28454	
Sub Total			389864	3
27 Fatehpur	7	Bahuwa	11031	3
		Bindki	36926	
		Fatehpur	193193	
		Hathgram	11847	
		Khaga	35637	
		Kishunpur	7000	
		Kora Jahanabad	26359	
Sub Total			321993	3
28 Firozabad	6	Fariha	6887	4
		Firozabad	604214	
		Jasrana	10648	
		Shikohabad	107404	
		Sirsaganj	32098	
		Tundla	50423	
Sub Total			811674	4
29 Gautam Buddha Nagar	6	Bilaspur(NPP)	43908	3
		Dadri	91189	
		Dankaur	13520	
		Jahangirpur	11006	
		Jewar	32269	
		Rabupura	15454	
Sub Total			207346	3
30 Ghaziabad	8	Dasna	34914	5
		Faridnagar	12785	
		Ghaziabad	1648643	
		Loni	516082	
		Modinagar	130325	
		Muradnagar	95208	
		Niwari	9205	
		Patala	9500	
Sub Total			2456662	5
31 Ghaziipur	8	Bahadurganj	19992	3
		Dildarnagar Fatehpur Bazar	12855	
		Ghaziipur	121020	
		Jangipur	12223	
		Mohammadabad(NPP)	38328	
		Sadat	12361	
		Saidpur	24338	
		Zamania	33243	
Sub Total			274360	3
	6	Colonelganj	29435	3

City/ Cluster No & Name (District)	Number of Cities included in CLTC	Name of Cities	Population	No of Specialists to be recruited
32 Gonda		Gonda	114046	
		Katra(NP)	8108	
		Khargupur	10472	
		Mankapur	9461	
		Nawabganj(NPP+OG)	81486	
Sub Total			253008	3
33 Gorakhpur	8	Bansgaon	15313	4
		Barhalganj	21290	
		Gola Bazar	13335	
		Gorakhpur	673446	
		Mundera Bazar	10818	
		Pipiganj	13517	
		Pipraich	15621	
		Sahjanwan	32886	
Sub Total			796226	4
34 Hamirpur	7	Gohand	7503	3
		Hamirpur	35475	
		Kurara	13408	
		Maudaha	40003	
		Rath	65056	
		Sarila	9271	
		Sumerpur	39132	
Sub Total			209848	3
35 Hapur	4	Babugarh	5452	3
		Garhmukhteshwar	46077	
		Hapur	262983	
		Pilkuwa	83736	
Sub Total			398248	3
36 Hardoi	13	Beniganj	10173	3
		Bilgram	29768	
		Gopamau	15526	
		Hardoi	197029	
		Kachhauna Patseni	15647	
		Kursath(NP)	5924	
		Madhoganj	11523	
		Mallawan	36915	
		Pali	18708	
		Pihani	36014	
		Sandi	26007	
		Sandila	58346	
Shahabad	80226			
Sub Total			541806	3
37 Hathras	9	Hasayan	6621	3
		Hathras	143020	
		Mendu	14484	

City/ Cluster No & Name (District)	Number of Cities included in CLTC	Name of Cities	Population	No of Specialists to be recruited
		Mursan	13637	
		Purdilnagar	21885	
		Sadabad	40926	
		Sahpau	8920	
		Sasni	13291	
		Sikandrarao	46038	
Sub Total			308822	3
38 Jalaun	10	Jalaun	56909	3
		Kadaura	14903	
		Kalpi	51670	
		Konch	53412	
		Kotra	8390	
		Madhogarh	12858	
		Nadigaon	7991	
		Orai	190575	
		Rampura	12944	
		Umri	9248	
Sub Total			418900	3
39 Jaunpur	8	Jafarabad	10792	3
		Jaunpur	180362	
		Kerakat	13525	
		Khetasarai	19438	
		Machhlishahr	26107	
		Mariahu	22778	
		Mogra Badshahpur	20004	
		Shahganj	26556	
Sub Total			319562	3
40 Jhansi	13	Baragaon	8585	4
		Barua Sagar	25028	
		Chirgaon	16724	
		Erich	9531	
		Garautha	10807	
		Gursarai	26869	
		Jhansi	505693	
		Kathera	7533	
		Mauranipur	61449	
		Moth	12947	
		Ranipur	18132	
		Samthar	22455	
Tondi Fatehpur	11855			

City/ Cluster No & Name (District)	Number of Cities included in CLTC	Name of Cities	Population	No of Specialists to be recruited
Sub Total			737608	4
41 Kannauj	8	Chhibramau	60986	3
		Gursahaiganj	46060	
		Kannauj	84862	
		Samdhan	31479	
		Saurikh	12498	
		Sikanderpur(NP)	9209	
		Talgram	11665	
		Tirwaganj	24082	
Sub Total			280841	3
42 Kanpur Dehat	9	Akbarpur (NP)	20445	4
		Amraudha	10436	
		Derapur	7533	
		Jhinhak	24027	
		Pukhrayan	24258	
		Rasulabad(NP)	22196	
		Rura	16233	
		Shivli	8621	
		Sikandra	13580	
Sub Total			147329	4
43 Kanpur Nagar	5	Bilhaur	20493	5
		Bithoor	11300	
		Ghatampur	40623	
		Kanpur	2768057	
		Shivrajpur	11948	
Sub Total			2852421	5
44 Kasganj	10	Amanpur	10830	3
		Bhargain	21891	
		Bilram	12429	
		Ganj Dundawara	45385	
		Kasganj	101277	
		Mohanpur	4919	
		Patiyali	14366	
		Sahawar	24067	
		Sidhpura	15740	
		Soron	27468	
Sub Total			278372	3
45 Kaushambi	7	Ajhuwa	16936	3
		Bharwari	17260	
		Chail	9820	
		Karari	16467	

City/ Cluster No & Name (District)	Number of Cities included in CLTC	Name of Cities	Population	No of Specialists to be recruited
		Manjhanpur	16457	
		Sarai Aquil	19538	
		Sirathu	14423	
Sub Total			110901	3
46 Kushinagar	7	Hata	12801	3
		Kaptanganj	23526	
		Khadda	16117	
		Kushinagar	22214	
		Padrauna	49723	
		Ramkola	14433	
		Sewarhi	23077	
Sub Total			161891	3
47 Lakhimpur Kheri	10	Barwar	14196	3
		Dhaurehra	24518	
		Gola Gokaran Nath	60172	
		Kheri	33355	
		Lakhimpur	151993	
		Mailani	13416	
		Mohammadi	44968	
		Oel Dhakwa	12958	
		Paliya Kalan	41126	
		Singahi Bhiraure	19196	
Sub Total			415898	3
48 Lalitpur	4	Lalitpur	133305	3
		Mahroni	9415	
		Pali(NP)	9267	
		Talbehat	14176	
Sub Total			166163	3
49 Lucknow	9	Amethi(NP)	13530	5
		Bakshi Ka Talab	49166	
		Gosainganj	12931	
		Itaunja	7305	
		Kakori	19403	
		Lucknow	2817105	
		Mahona	8557	
		Malihabad	17818	
		Nagram	10648	
Sub Total			2956463	5
50 Mahrajganj	6	Anandnagar	10113	3
		Ghughuli	11271	
		Maharajganj(NPP)	33930	

City/ Cluster No & Name (District)	Number of Cities included in CLTC	Name of Cities	Population	No of Specialists to be recruited
		Nautanwa	33753	
		Nichlaul	18414	
		Siswa Bazar	20963	
Sub Total			128444	3
51 Mahoba	5	Charkhari	27760	3
		Kabrai	28564	
		Kharela	13745	
		Kul Pahar	20096	
		Mahoba	95216	
Sub Total			185381	3
52 Mainpuri	9	Bewar	23729	3
		Bhogaon	30874	
		Ghiraor	15911	
		Jyoti Khuriya	5665	
		Karhal	27701	
		Kishni	11098	
		Kuraoali	24969	
		Kusmara	11938	
		Mainpuri	136557	
Sub Total			288442	3
53 Mathura	16	Bajna	8991	4
		Baldeo	11813	
		Barsana	11184	
		Chaumuhan	13173	
		Chhata	23537	
		Farah	10412	
		Gokul	4916	
		Govardhan	22576	
		Kosi Kalan	60074	
		Mahaban	10995	
		Mathura	349909	
		Nandgaon	11517	
		Radhakund	7511	
		Raya	21344	
		Saunkh	9556	
Vrindavan	63005			
Sub Total			640513	4
54 Mau	7	Adari	13717	3
		Amila	5234	
		Dohrighat	11799	
		Ghosi	39165	
		Kopaganj	34782	
		Maunath Bhanjan	278745	

City/ Cluster No & Name (District)	Number of Cities included in CLTC	Name of Cities	Population	No of Specialists to be recruited
		Muhammadabad	41780	
Sub Total			425222	3
55 Meerut	13	Bahsuma	11753	4
		Daurala	19776	
		Hastinapur	26452	
		Karnawal	11663	
		Kharkhoda	14364	
		Kithaur	27933	
		Lawar	22024	
		Mawana	81443	
		Meerut	1305429	
		Parikshitgarh	19830	
		Phalauda	19908	
		Sardhana	58252	
		Sewalkhas	24882	
Sub Total			1643709	4
56 Mirzapur	4	Ahaura	24967	3
		Chunar	37185	
		Kachhwa	15958	
		Mirzapur-cum-Vindhyachal	234871	
Sub Total			312981	3
57 Moradabad	7	Bhojpur Dharampur	31305	4
		Bilari	37567	
		Kanth(NP)	26381	
		Kundarki	29951	
		Moradabad	887871	
		Thakurdwara	44255	
		Umri Kalan	17803	
Sub Total			1075133	4
58 Muzaffarnagar	10	Bhokarhedi	17829	3
		Budhana	53722	
		Charthawal	20653	
		Jansath	19786	
		Khatauli	72949	
		Miranpur	29283	
		Muzaffarnagar	392768	
		Purquazi	29041	
		Shahpur	20154	

City/ Cluster No & Name (District)	Number of Cities included in CLTC	Name of Cities	Population	No of Specialists to be recruited
		Sisauli	15091	
Sub Total			671276	3
59 Pilibhit	9	Barkhera	11964	3
		Bilsanda	16036	
		Bisalpur	73551	
		Gulariya Bhindara	6172	
		Jahanabad	14328	
		Kalinagar	11282	
		Nyoria Husainpur	21812	
		Pilibhit	127988	
		Puranpur	40007	
Sub Total			323140	3
60 Pratapgarh	7	Antu	8504	3
		Bela Pratapgarh	76133	
		Katra	32440	
		Kunda	27179	
		Manikpur	15435	
		Patti	10788	
		Pratapgarh City	15071	
Sub Total			185550	3
61 Raebareli	7	Bachhrawan	12521	3
		Dalmau	9983	
		Lalganj	23124	
		Maharajganj	6673	
		Parsadepur	11853	
		Rae Bareli	191316	
		Unchahar	11033	
Sub Total			266503	3
62 Rampur	8	Bilaspur	8980	4
		Kemri	28698	
		Maswasi	17737	
		Milak	30553	
		Rampur	325313	
		Shahabad(NP)	38276	
		Suar	32158	
		Tanda(NPP)	48059	
Sub Total			529774	4

City/ Cluster No & Name (District)	Number of Cities included in CLTC	Name of Cities	Population	No of Specialists to be recruited
63 Saharanpur	11	Ambehta	15739	4
		Behat	20474	
		Chilkana Sultanpur	19501	
		Deoband	97037	
		Gangoh	59279	
		Nakur	22712	
		Nanauta	22551	
		Rampur Maniharan	27979	
		Saharanpur	705478	
		Sarsawa	18956	
		Titron	10898	
Sub Total			1020604	4
64 Sambhal	8	Babrala	18108	3
		Bahjoi	37037	
		Chandausi	114383	
		Gawan	9568	
		Gunnaur	23665	
		Narauli	18346	
		Sambhal	220813	
		Sirsi	26519	
Sub Total			468439	3
65 Sant Kabir Nagar	4	Hariharpur	11285	3
		Khalilabad	47847	
		Maghar	19181	
		Mehdawal	27897	
Sub Total			106210	3
66 Sant Ravidas Nagar	7	Bhadohi	94620	3
		Ghosia Bazar	20760	
		Gopiganj	19058	
		Gyanpur	12808	
		Khamaria	25929	
		Nai Bazar	13408	
		Suriyawan	18843	
Sub Total			205426	3
67 Shahjahanpur	10	Allahganj	14755	4
		Jalalabad (NPP)	38202	
		Kanth	27137	
		Katra Medniganj	7931	
		Khudaganj	14737	

City/ Cluster No & Name (District)	Number of Cities included in CLTC	Name of Cities	Population	No of Specialists to be recruited
		Khutar	17423	
		Powayan	28613	
		Railway Settlement Roza	11489	
		Shahjahanpur	329736	
		Tilhar	61444	
Sub Total			551467	4
68 Shamli	10	Ailam	12110	3
		Banat	20728	
		Garhi Pukhta	11748	
		Jalalabad(NP)	27921	
		Jhinjhana	18740	
		Kairana	89000	
		Kandhla	46796	
		Shamli	107266	
		Thana Bhawan	36669	
		Un	15124	
Sub Total			386102	3
69 Shravasti	2	Bhinga	23780	3
		Ikauna	14869	
Sub Total			38649	3
70 Siddharthnagar	6	Bansi	41057	3
		Barhani Bazar	14492	
		Domariyaganj	30698	
		Shohratgarh	9326	
		Siddharthnagar	25422	
		Uska Bazar	24444	
Sub Total			145439	3
71 Sitapur	11	Biswan	55780	3
		Hargaon	20920	
		Khairabad	48538	
		Laharpur	61990	
		Mahmudabad	50777	
		Maholi	21331	
		Misrikh-cum-Neemsar	18388	
		Paintepur	13917	
		Sidhauri	24976	
		Sitapur	177234	

City/ Cluster No & Name (District)	Number of Cities included in CLTC	Name of Cities	Population	No of Specialists to be recruited
		Tambaur-cum-Ahamdabad	26052	
Sub Total			519903	3
72 Sonbhadra	7	Chopan	14302	3
		Churk Ghurma	6883	
		Dudhi	12560	
		Ghorawal	7291	
		Obra	46574	
		Pipri	15063	
		Renukoot	20076	
Sub Total			122749	3
73 Sultanpur	4	Dostpur	14011	3
		Kadipur	8010	
		Koeripur	8927	
		Sultanpur	107640	
Sub Total			138588	3
74 Unnao	18	Auras	6466	3
		Bangarmau	44204	
		Bhagwant Nagar	6995	
		Bighapur	6501	
		Fatehpur Chaurasi	6715	
		Gangaghat	84072	
		Ganj Muradabad	10957	
		Hyderabad	7697	
		Kursath	6770	
		Maurawan	15484	
		Mohan	15071	
		Nawabganj(NP)	11545	
		Nyotini	7577	
		Purwa	24467	
		Rasulabad	7928	
Safipur	25688			
Ugu	6318			
Unnao	177658			
Sub Total			472113	3
75 Varanasi	3	Gangapur	7561	4

City/ Cluster No & Name (District)	Number of Cities included in CLTC	Name of Cities	Population	No of Specialists to be recruited
		Ramnagar(NPP)	49132	
		Varanasi	1198491	
Sub Total			1255184	4

Section – 6: General Conditions of Contract

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Part – I: Section I: FORM OF CONTRACT

CONTRACT FOR: [Please insert name of project]

CONTRACT NUMBER: [Please insert project number]

THIS CONTRACT is made **BETWEEN:** [Director, State Urban Development Agency, GoUP
(hereinafter referred to as “the client”

[Please insert name of Bidder] (hereinafter referred to as “the Consultant”)

[Please insert nodal officer and communication address of the Consultant]

AND:

WHEREAS:

A.the Client has requested the Bidders vide RFP No..... dated to provide certain consulting services as defined in the General Conditions attached to this Contract hereinafter called the “Service”) and

B. the Consultant, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. Documents

This Contract shall be comprised of the following documents:

- (i): This Form of Contract
- (ii): General Conditions (Annexure -3)
- (iii): ToR / Scope of work (Annexure -4)
- (iv): Financial Proposal Format (Annexure -5)
- (v): Minutes of Contract Negotiation Meeting
- (vi): RFP

Appendix A: Minutes of Financial/ Contract Negotiations with the Bidder, If any.

Appendix B: Copy of letter of invitation

Appendix C: Copy of Letter of Intent

Appendix D: Copy of letter of acceptance

Appendix E: Copy of Bank Guarantee for Performance Security

Appendix F: Minutes of the pre-bid meeting.

This Contract constitutes the entire agreement between the Parties in respect of the Bidders obligations and supersedes all previous communications between the Parties, other than as expressly provided for in General Conditions (Annexure -3)

The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract; in particular.

- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) Client shall make payments to the Consultant in accordance with the provisions of the Contract.

2. Commencement and Duration of the Services

The Consultant shall start the Services on [please insert date] ("the Start Date") and shall complete them by [please insert date] ("the End Date") unless this Contract is terminated earlier in accordance with its terms and conditions mentioned in General Condition (Annexure -3).

3. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed [please insert total amount in numbers and words] exclusive of any government tax, if applicable ("the Financial Limit").

4. Time of the Essence

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

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

<p>For and on behalf of Client</p> <p>Signature Name: Date:</p>	<p>For and on behalf of Consultant</p> <p>Signature: Name: Date:</p>
<p>Witness on behalf of Client</p> <p>1. *****</p> <p>2. ***</p>	<p>Witness on behalf of Consultant</p> <p>1. *****</p>

Part – II General Condition of contract

1. DEFINITATION of INTERPRETATION

1.1 Definition

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

- a) “Applicable Law” Means the laws and any other instruments having the force of law.
- b) “Contract” Means this agreement as signed by the parties;
- c) ”Effective Date” means the date on which this Contract comes into force;
- d) “Government” Means the Government of Uttar Pradesh
- e) “Currency” means the Indian National Rupee.
- f) “Personnel” means person hired by the Consultant as approved by Client as employees and assigned to the performance of the Service or any part thereof.
- g) “Foreign Personnel” means such person who to at the time of being so hired had their domicile outside India” and “local Personnel” means such person who at the time of being so hired had their domicile inside India; and “local personnel” means such person who at the time of being so hired had their domicile inside India:
- h) “Party” Means the Consultant or the Client, as the case may be, and Parties mean both of them.
- i) “Services” means the work to be performed by the Consultant pursuant to this Agreement for the purpose of the project:
- j) “Third Party” means any person or entity other than the Government, the Client or the Consultant.

1.2 Relation between Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Consultant. The Consultant, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Language

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

1.4 Heading

The headings shall not limit, alter or affect the meaning of this Agreement.

1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this

Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address provided by other party.

1.5.2 Notice will be deemed to be effective after one month of receipt.

A Party may change its address for notice hereunder by giving the other Party notice of such change.

1.6 Location

The Services shall be performed at such locations as are specified in Scope of work

1.7 Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Client or the Consultant may be taken or executed by the authorized representative.

1.8 Taxes and Duties

The Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effective of Contract

This contract shall come into force and effect on the date of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services.

2.2 Termination of Contract for Failure to become Effective

If this Contract has not become effective within such time period after the date of this Agreement signed by the Parties, either Party may, by not less than two (2) months written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Service

The Consultant shall begin carrying out the Services at the end of such time period after the Effective Date.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.8 of this Agreement, this Contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date.

2.5 Entire Agreement

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

2.6 Modification

Modification of the terms and conditions of this Agreement, may only be made by written agreement between the Parties, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

(a) For the purpose of this Agreement, “ Force Majeure” means as event which is beyond the reasonable control of a Party, and which makes a party performances of its obligation here under impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

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

2.7.2 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement in sofar as such inability arises from an event of Force Majuere. Provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be Taken

(a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder with a minimum of delay

(b) A party affected by an event of Force Maguire shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the event of Force Majeure consequences of any

2.7.4 Extension of Time

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

2.7.5 Payments related to force majeure

Both the Parties will have to bear their own cost during the Force Majeure

2.7.6 Consultation

Not later than thirty (30) days after the Consultant, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their obligations under this Contract, including the carrying out of the Services. Provided that such notice of suspension (i)

shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension

2.8.1 Termination of Contract by the Client

The Client may, by not less than thirty (30) days written notice to the Consultant (except in the events listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.8.1, terminate this Contract:

- a) if the Bidders fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- b) if the Consultant become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c) If the Consultant fail to comply with any final decision reached as a result of arbitration proceedings;
- d) If the Consultant submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant know to be false;
- e) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.8.2 By the Consultant

The Consultant may, by not less than thirty (30) days written notice to Client, should notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.8.2, terminate this Contract:

- a) if the Client fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;
- b) if the Client is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant notice specifying such breach;
- c) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) If the Client fails to comply with any final decision reached as a result of arbitration

2.8.3 Cessation of Right and Obligation

Upon termination of this Contract pursuant to Clauses 2.2 or 2.8 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 Hereof, (iii) the Bidder's obligation to permit inspection, copying and auditing of their account and record set forth in Clause 3.6 (ii) hereof, and (iv) any right which a Party may have under the Applicable Law.

2.8.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses 3.9 or 3.10 hereof.

2.8.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Client shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Client):

(I) remuneration for Services satisfactorily performed prior to the effective date of termination; and

(II) Reimbursable expenditures for expenditures actually incurred prior to the effective date of termination.

2.8.6 Dispute about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause 2.8.1 or in Clause 2.8.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATION OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

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

3.1.2 Law Governing Service

The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that concerned Personnel or agents of the Consultant comply with the Applicable Law. If the Client shall advise the Consultant in writing of relevant local customs and the Consultant shall, after such notifications, respect such customs.

3.2 Conflict of Interests

3.2.1 Consultant not to be Benefit from Commissions, Discounts, etc

The remuneration of the Consultant shall constitute the Consultants sole remuneration in connection with this Contract or the Services and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the Discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Personnel or agents it similarly shall

not receive any such additional remuneration.

3.2.2 Consultant and Affiliates not to be otherwise interested in project

The Consultant agree that, during the term of this Agreement and after its termination, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultant nor its Personnel shall engage, either directly or indirectly, in any of the following activities:

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

3.3 Confidentiality

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

3.4 Liability of the Consultant

The Consultant's liability under this Agreement shall be as provided by the Applicable Law.

3.5 Insurance to be taken out by the Consultant

The Consultant (i) shall take out and maintain, at its own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage's, as necessary and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums there for have been paid.

3.6 Accounting , Inspection and Auditing

The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including the bases of the Consultants' costs and charges), and (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

3.7 Reporting Obligations

The Consultant shall submit to the Client the reports and documents as and when required.

3.8 Documents prepared by the Consultant to be the property of the Client

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Client, and the Consultant's shall not later than upon termination or expiration of this Agreement, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents.

3.9 Equipment and Materials furnished by the Client

Equipment and materials made available to the Consultant by the Client, or purchased by the Consultant with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them in an amount equal to their full replacement value

4. OBLIGATION OF THE CLIENT

The Client shall use its best efforts to ensure that the CLIENT shall

- a. assist the Consultant in arranging work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- b. assist for the Personnel of Consultant and if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;
- c. facilitate clearance through customs of any property required for the Services
- d. issue to officials, agents and representatives of the agency all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

4.1 Access to Land

The Client warrants that the Consultant's shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant.

4.2 Change in the Applicable Law

The Consultant shall bear all financial implication, if, after the date of this Agreement, there is any change in the Applicable Law with respect to taxes and duties.

4.3 Services, Facilities and Property of the Client

The Client shall make available to the Consultant for the purposes of the Services and free of any charge, the services and facilities as mentioned in clause 5.1 and 5.2.

4.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Client shall make to the Consultant such payments and in such manner as is provided by Clause 5 of this section.

5. PAYMENT OF BIDDER

5.1 The payment shall be made as per payment schedule of ToR / Scope of work (Section - 5).

5.2 The payment shall be made through A/c payee cheque, payable at Lucknow, in Indian Rupees

5.3 mode of Billing and Payment Billing and Payment of the services shall be made as specified in the ToR / Scope of work

- a. No payment shall become eligible for the next stage till the Consultant completes to the satisfaction of the Client the work pertaining to the preceding stage.
- b. The Client shall cause the payment of the Consultant as given in schedule of payment within thirty (30) days after the receipt by the Client of bills.

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

6. RESPONSIBILITY FOR ACCURACY OF PROJECT DOCUMENTS

6.1 General

The Consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by him as part of these Services. He shall indemnify the Client against any inaccuracy in the work which might surface during implementation of the project. The Bidder will also be responsible for correcting, at his own cost and risk, the drawings including any re - survey / investigations and correcting layout etc., if required, during the execution of the Services

6.2 Penalty

In case of delay in completion of Services, a penalty equal to 0.05% of the contract price per day subject to a maximum 10% of the contract price will be imposed and shall be recovered from payments due / performance security. However in case of delay due to reasons beyond the control of the Consultant, suitable extension of time will be granted.

6.3 Action for Deficiency in Services

Consultant shall be liable to indemnify the Client for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by him.

6.4 Consultant Liability towards the Client

Consultant shall be liable to indemnify the Client for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by him.

6.5 Warning / Debarring

Warning may be issued to the erring Consultant for minor deficiencies. In the case of major deficiencies in the work involving time and cost overrun and adverse effect on reputation of Client, other penal action including debarring for certain period may also be initiated as per policy of Client.

7. SETTLEMENTS OF DISPUTIES

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Agreement, which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement, may be submitted by either Party for settlement by arbitration. Arbitration shall be dealt as per the provisions of the Arbitration and Conciliation Act 1996.

Place for Arbitration will be at Lucknow. The court at Lucknow shall hence jurisdiction.

7.3 Good Faith

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

7.4 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness.

7.5 Invoke of Performance Security

In case Consultant fails to perform as per the stipulated terms and conditions of the Agreement, SUDA will invoke the bank guarantee submitted by the consultant.

Performance Security Form (Bank Guarantee)

In consideration of the Governor of Uttar Pradesh (hereinafter called "The Government") having agreed to exempt _____ (hereinafter called "The said Consultant") from the demand, under the terms and conditions of an Agreement dated _____ made between _____ and _____ for _____ (hereinafter called the "The said Agreement") of security deposit for the due fulfilments by the said Consultant(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only), we, _____ (hereinafter referred to as "The Bank") at the request of (indicate the name of the bank) (Consultant(s) do hereby undertake to pay to the Government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Consultant (s) of any of the terms and conditions contained in the said Agreement

We _____ do hereby undertake to pay the (indicate the name of the Bank) amounts demur payable under this Guarantee without any demur merely on a demand from the Government stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the Government by reason of any breach by the said Consultant(s) of any of the terms or conditions contained in the said Agreement or by reason of the Consultant(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Consultant(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be valid discharge of our liability for payment there under the Consultant(s) shall have no claim against us for making such payment.

4. We _____ further agree that the guarantee (indicate the name of Bank) herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ (Office/Department), Ministry of _____ certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the _____, we shall be discharged from all liability under this Guarantee thereafter.

5. We _____ further agree with the Government (indicate the name of Bank) the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said Consultant(s) from time-to-time any of the powers exercisable by the Government against the said Consultant(s) and to forbear or enforce any of

terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Consultant(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Consultant(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We _____, lastly undertake not to revoke (indicate the name of Bank) this Guarantee during its currency except with the previous consent of the Government in writing.
Dated the _____ day of 2017 For _____
(indicate the name of Bank)

Note 1:- The stamp papers of appropriate value shall be purchased in the name of bank that issues the”:
Bank Guarantee”

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Note 2:- The Bank Guarantee will be accepted which is issued by State Bank of India or its subsidiaries or any Indian Nationalised Bank or any Indian Nationalised Bank.

