Urban Administration & Development Department,
STATE URBAN DEVELOPMENT AGENCY
Third Floor, R.D.A. Building Chhattisgarh, Raipur,
Phone 0771-2222406, Fax 0771-2222409
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FORMATION DOCKET cum Request for Proposal (RFP) (Second Call)

For Establishment of City Level Technical Cell (CLTC)

For

Rajeev Awas Yojana

Name of FIRM: -

Receipt No. / Draft No. & Date: --

Chief Executive Officer
State Urban Development Agency (SLNA)
Chhattisgarh Raipur

STATE URBAN DEVELOPMENT AGENCY CHHATTISGARH

Third Floor, R.D.A. Building Raipur,
Phone 0771-2222406, Fax 0771-2222409 E-mail suda_rda@yahoo.co.in

Request for Proposal (Second Call)

No. /Suda/2013/ 3314/A

Raipur, Dated: 23/01/2014

Proposal are invited from eligible consultancy agencies for providing skilled manpower for establishment of city level technical cell (CLTC) at Raipur, Bhilai, Bilaspur and Korba for the purpose of successful implementation of Rajeev Awas Yojana. All other details, terms and conditions and RFP can be downloaded from www.cg.nic.in/urbandevelopment. Proposal along with CV's and required documents shall be sent to office of undersigned by the speed post/registered post only, latest by 7th Feb. 2014, 3.00 pm..Modifications/Amendments/Corrigendum, if any shall not be advertised in the news paper but shall be published in the web site only. The undersigned reserve the right to change the terms and conditions, select/reject any application without assigning any reason thereof

Chief Executive Officer
State Urban Development Agency
Chhattisgarh, Raipur

Note:

1. Information docket cum RFP form can be obtained from SUDA office by submitting Rs. 5000.00 (Rupees five thousand only) or can be downloaded from from www.cg.nic.in/urbandevelopment. while submitting downloaded docket a demand draft of Rs. 5000.00 (Rupees five thousand only) in favor of chief executive officer , SUDA payable at Raipur shall be submitted.

Request for Proposal for procuring Professional Services for Constitution of technical cell at the City level for successful implementation of Rajeev Awas Yojana (RAY) as per guideline issued by govt. of India, Ministry of Housing and Urban Poverty Alleviation for slum free city planning.

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GLOSSARY

SUDA	State Urban Development Agency
SLTC	State Level Technical Cell
CLTC	City Level Technical Cell
SLNA	State Level Nodal Agency
UAD	Urban Administration & Development Department
CBO	Community Based. Organization
CDP	Comprehensive Development Plan
CV	Curriculum Vitae'
EWS	Economically Weaker Section
FAR	Floor Area Ratio
FS	Financial score
GIS	Geographical Information System
GoC	Government of Chhattisgarh
HUPA	Ministry of Housing and Urban Poverty Alleviation
JnNURM	Jawaharlal Nehru National Urban Renewal Mission
LIG	Lower Income Group
LOA	Letter of Intent
MIS	Management information system
NRSC	National Remote Sensing Centre
NIC	National Informatics Centre
NGO	Non Governmental Organization
PoA	Plan of Action
PAN	Permanent Account Number
PPP	Public Private Partnership
RAY	Rajiv Awas Yojana
RFP	Request for Proposal
SoI	Survey of India
SLNA	State Level Nodal Agency
TOR	Table of Reference
TS	Technical score
ULB	Urban Local Bodies
UT	Union Territory
VGF	Viability Gap Funding



Biding Schedule (Event description)

Period of availability of Tender document: from 23/01/2014

(Downloadable from website: www.cg.nic.in/urbandevelopment

Last date for receipt of Tender at SUDA: **07/02/2014- 3.00PM**

Through **Speed / Registered post only**

(**No drop box facility** available)

Place of submission of Tender document: **State Urban Development Agency (SUDA)**

R.D.A. Building, Baja rang Complex, Raipur - 490 011

Date and Time of Tender opening: **Technical Bid – 07/02/2014, 4.00 pm**

Financial bid - Shall be intimated to the qualifying bidders later.

(Applicants / authorized representative may be present at the time of bid opening)

Note-Short listing of Bidders shall be done on evaluation of all bids received and prequalified bidders shall be called for making presentation on their technical proposals. Financials offers of qualified bidders based on their presentations and technical proposal shall only be opened. The date of presentation for technical evaluation and for opening of financial proposals of qualified bidders shall be intimated separately.

Contact For further information: **1. Shri M.P.Goswami (OSD-P)**

State Urban Development Agency (SUDA)

R.D.A. Building, Bajarang Complex, Raipur - 490 011

Contact no. : Phone 0771-2222406, Fax 0771-2222409

Mail:-suda_rda@yahoo.co.in

1. Introduction

Rajiv Awas Yojana (RAY) for the slum dwellers and the urban poor envisages a 'Slum-free India' through encouraging States/Union Territories to tackle the problem of slums in a definitive manner. It calls for a multi-pronged approach focusing on:

- Bringing existing slums within the formal system and enabling them to avail of the same level of basic amenities as the rest of the town;
- Redressing the failures of the formal system that lie behind the creation of slums;

And

- Tackling the shortages of urban land and housing that keep shelter out of reach of the urban poor and force them to resort to extra-legal solutions in a bid to retain their sources of livelihood and employment.

For achieving above objectives and for overall successful implementation of Rajeev Awas Yojana including the preparation of City level plan. The cell will completely work under the guidance and supervision of SLNA/ULB. The responsibility of the cell will be to assist SLNA/ULB in all the activities related to RAY which are supposed to be discharged by SUDA as SLNA & ULB. The cell will consist of following specialists.

1. MIS Specialist
2. GIS Specialist
3. Town Planning Specialist
4. Social Development Specialist
5. Project Engineering Specialist
6. Capacity Building/ Training Coordinator



1.1. Role of SUDA as State Level Nodal Agency (SLNA) for RAY

The State Urban Development Agency (SUDA) has been identified as the State Level Nodal Agency for implementation of this Scheme (RAY) in the cities of Chhattisgarh. SUDA will execute or get it executed by ULB/agencies all the activities as per guideline, instructions. circulars time to time issued by Govt. of India and Govt. of C.G. among other activity the main focus will be on the preparation of ULB/ State Level Slum free Plan of Action and getting sanctioned from Govt. of India. Other important function will be to monitor, to provide handholding support to ULBs/Agencies in the preparation of City Level Slum Free Plan of Action as per the RAY guidelines.

1.2. Role of selected agency

The selected agency (agency), interalia, shall be responsible for providing manpower as required for formation of the City Level Technical cell. Manpower will act as an extended arm of SUDA/ULB, providing wholesome support in preparation of State Level/city level Slum free Plan of Action including getting the sanction from Govt. of India in this regard. The selected agency will also act for strategic planning, operationalising all the activities in ULBs for City level planning for successful implementation of the RAY scheme in the cities of Chhattisgarh.

1.3. Detailed Scope of Work, Qualifications and Experience of Specialist will be as below.

Detail scope of work will be as per term of reference (TOR) as mentioned below.

- **Agency has to work on the RAY guideline.**
- **Any instructions issued by SUDA/ULB**

Slum free city planning guidelines under Rajiv Awas Yojana provides that "the state needs to first Establish a Slum-free City/Technical Cell at the ULB level and in each city identified for the preparation of Slum-free City Plan"

The Guidelines further provide that the technical cell at the Urban Local Body ,For Mission city Raipur, and other cities namely ,Bilaspur ,Korba ,Bhilai and may be extended for any other cities sanctioned by government of india,may have the following experts on contract basis.

MIS Specialist

GIS Specialist

Town Planning Specialist

Social development specialist

Project Engineering Specialist

Capacity Building/Training Coordinator

num experience required at City level cell is three years. The main role of the experts at the will provide the guidance, overall advisory support and coordinate the activities at ULB level. Reference for Six Technical Positions under RAY Slum Free Planning Guidelines at City

ecialist

he primary responsibility of the MIS expert will be to support speedy internalization of the MIS nd accurate reporting through the same and strive to improve the IT systems of RAY/JNNURM nd proactively recommend ways to make it more user-friendly and efficient.

Work

Coordination of data entry and file uploads into systems to be used by the State Level Nodal Agency (SLNA) on a regular basis.

Work closely with the GIS expert in providing advice to the Local Bodies for the development of a GIS-based Slum MIS

Provide advice to the Local Bodies in coordinating/monitoring Slum Surveys 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.

Furnishing of reports/Quarterly Progress report to the Ministry

Encourage use of IT to produce training materials and manuals; increasingly impart an understanding and use of e-learning among staff; stay abreast latest developments in the IT sector and transfer emerging technology as relevant to both to the SLNA and the ULBs

Provide assistance to the City level MIS Specialists as and when required

Any other related tasks that may be entrusted upon by the head of technical cell at City level

tion and Experience

BE/B Tech Computer Science/Electronics, MCA/PGDCA in IT; MSc Computer Science.

Minimum of three year experience in government /semi govt/ autonomous Organization/private Company of repute. Should have exposure of software Development & project management database management, MIS etc.

Ability to work in a team and train staff on the job to use the systems and assist in day to day issues related to IT.



- Fluency in English and local language essential

2 GIS Specialist

The primary responsibility of the GIS expert will be to provide advisory support to the local Bodies to support speedy deployment of GIS and its continuous use by the local Body and proactively recommend ways to make it more use-friendly and efficient

Scope of work

- Advice to the local Bodies in acquiring satellite images for the preparation of the base maps for the city and work closely with the GIS consultants/concerned ULB officials in cities in regard to digitization geo-referencing ground verification and preparation of base maps etc.
- Work closely with the MIS Specialist/expert in providing advisory support to local bodies for collating spatial and non-spatial information and in GIS-MIS integration
- Advice to the local Bodies in integration of total station survey in to GIS domain
- Work closely with the Urban planners on the team and provide guidance to the local bodies in the development of Slum Development Plans" and a" Slum free City Plan".
- Provide advice to the local body for capacity building of ULB for their GIS needs and the means and manner of providing support
- Encourage use of GIS in the various planning functions of the local Bodies
- Any other related tasks that may be entrusted upon by the head of technical cell at State Level

Qualification and Experience

- Master degree in planning, Engineering, Geography, Computer Science or Other relevant discipline with three years of work experience.
- Demonstrated proficiency and creative application of GIS in the urban context
- Knowledge of urban planning & housing.
- Ability to work with, motivate/train Govt. staff

3. Town Planning Specialist

The Town Planning Specialist will ensure adherence and provide support to local bodies with regard To the planning guidelines of RAY/JNNURM and ensure that the proper templates are provided to Local bodies for planning.



Scope of Work

- Provide advice for improvement of activities related to urban planning
- Assist in programme design and implementation of the slum free city plan and to clearly identity the role of stakeholders at State level,
- Assist in selection of best model for in-situ development and deciding options for relocation of untenable slums.
- Assist in integration of spatial data, and slum survey information at slum and city level to create GIS enabled slum MIS
- Provide technical support in implementing following: 74th CAA provisions related to urban planning and slum improvement, land use and land tenure especially for urban poor, environmental planning etc,
- Any other related tasks that may be entrusted upon by the head of technical cell at State Level

Qualification and Experience

- Master Degree in Planning with specialization in Urban Planning
- Minimum of three year work experience in urban planning with experience of urban Infrastructure projects.
- Experience of reform oriented projects is desirable.
- Fluency in English and local language essential.

4 Social Development Specialists

The social Development Expert shall play a key role in taking forward the core principles of community participation, community development with regard to, internalizing stakeholder Consultations into the planning as well as operating procedures for RAY. She/he will provide advisory support to ensure community participation in other planning and practices of infrastructure development and optimizing the community participation on urban governance,

Scope of work

- Provide advice n all matters relating to pro poor governance, strengthening and Empowerment of local communities, social development, community participation urban Poverty alleviation,
- Assist in developing partnership with civil society, CBOs, NGOs in implementing housing Projects,
- Guide and support implementation of mechanisms for pre-project community consultations



And streamlining inputs into slum free city plan

- Support effective and transparent use of the Community participation fund(CPF) by cities,
- Devise communication strategies to make the communities aware of their responsibilities in keeping cities clean, preserving and helping in making the investments secure and complying With requirement of the refore3ms
- Devise strategies to develop platforms for interface between the service provider and the client in the backdrop of the housing projects under RAY,
- Assist in establishing Networks with civil society and private sector, and other5 line departments such as health, education and social welfare in order to bring convergence of their schemes/leverage their schemes with projects under UIG.
- Support social aspects of policy and legal reforms such as, Enactment of Community participation Law; Provision of basic services to urban poor.
- Design client satisfaction surveys periodically
- Any other related tasks, including advocacy at state level that may be entrusted upon by the head of technical cell at State level.

Qualification and Experience

- Master degree in Social Science
- Minimum of three year of work experience in social and community development
- Practical experience of working in the development areas, preferably in urban development
- Wide knowledge and experience in implementing social sector reforms working experience in urban sector social development will be preferred
- Training and capacity building in social development will be preferred
- Training and capacity building social development and community participation processes
- Fluency in English and local language essential

5. Project Engineering Specialist

Project Engineering Specialist will be responsible for providing overall guidance and support to ULBs On all aspects of planning. Design, implementation, monitoring and quality assurance of slum Infrastructure projects undertaken under Slum Free City Plan





Scope of Work

- Provide technical support as necessary in design and implementation of slum infrastructure Works- Water supply, drainage, roads, Solid waste etc.
- Facilitate recruitment of quality consultants for preparation of DPRs
- Provide technical advice in tendering process, design and supervision of infrastructure works
- Review the Detailed Projects Report (DPR) for precision and detail and provide feedback as Necessary
- Support ULB to prepare project monitoring formats and report with precision on progress of Construction and utilization of funds under RAY,
- Develop and disseminate guidelines on project preparation, procurement and other related Activities.
- Assess the training needs in engineering and assist ULBs to access quality training on site or At recognized centers of excellence
- Provide advice for the improvement of th4e day to day activities of the ULBs public health And sanitation services.
- Any other related tasks that may be entrusted upon by the head of technical cell at State Level

Qualification and Experience

- Post graduate degree in Engineering with specialization in public heath engineering.
- Minimum of three years experience in procurement, design, and supervision of infrastructure Works,
- Ability to assist ULBs to set standards and procedures for ensuring quality and monitoring Compliance,
- Prior experience as municipal engineer will be an added advantage.
- Fluency in English and local language essential.

6 Capacity Building/Training Coordinator

The Capacity Building Training Coordinator will play a key role in taking forward the core principal of RAY with regard to appreciation and implementation of the reforms internalizing stakeholder Consultations into the operating procedures and practices of infrastructure development and Optimizing the community participation on urban governance. Capacity building and training will be Critical for the preparation and implementation of Slum free city action plan.



- Assess barriers and constraints, training requirements, institutional weaknesses absorptive Capacity constraints to implement slum infrastructure projects and urban reforms, issues of Sustainability of created assets and other social and institutional risks at state and ULB level.
- Advise in developing capacity building modules in local language for conduct of training programmers on RAY
- Support in building the database of trainers and resource persons on urban poverty alleviation, planning, community participation, social development engineering etc.
- Support city level capacity building/training coordinator in organizing training programmers and bringing in resource persons for taking sessions during training programmers
- Advise, collate and disseminate reports of the trainings and capacity building programme
- Develop mechanism to undertake the follow up of the training and capacity building programmes
- Support ULBs in cross learning through organizing study tours, exposure visits.
- Ensure that women elected representatives and other marginalized groups attend the training programmes and contribute in implementing RAY in cities
- Develop mechanism and monitor the impacts of training programmes and document learning from the field
- Organize training to State level officials and non-officials in various guidelines manuals. tools And techniques for Slum-free city planning and oversee the support from the select nodal institutions on capacity building/training programmes and handholding support on GIS
- Mapping, Slum survey & MIS Slum-free City Planning and Legislative Framework for inclusive City Planning
- Organize studies, surveys etc to document lessons and disseminate good practices across the state through state initiatives.
- Any other related tasks that may be entrusted upon by the head of technical cell at Sate level.

- **Qualification and Experience**

- Masters or doctoral degree in Urban Planning and management, Social Science with practical Experience of working in the development areas, preferably in urban development
- Minimum of three year experience in urban sector
- Wide knowledge and experience in implementing governance reforms
- Training in organizational behavior and management of institutional change processes
- Experience in designing capacity building activities, preferably in the municipal environment



2. Instruction to Agencies

2.1 Scope of Proposal

2.11 Agencies are advised that the selection of the Technical Cell shall be on the basis of an evaluation by the SUDA, through the Selection Process specified in this RFP. Agencies shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the SUDA's decision is without any right of appeal whatsoever;

2.12 The Agency shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted as per Form A to D and the Financial Proposal shall be submitted as per Form E1 (For mission city Raipur) & E2 (For other cities ie Bhilai, Bilaspur, Korba or extendable for any other city as per G.O.I. apporoval). Upon selection, the Agency shall be required to enter into a Consultancy Agreement with the ULB.

2.2 Contract Period

The Contract will be initially for a period of two years from the date of deployment of the personnel in ULB and can be renewed on mutually agreed terms. The performance will be evaluated by SUDA/ULB monthly and if any point of time performance not found satisfactory the agreement can be unilaterally terminated by ULB/SUDA after the expiry of one month from the date of serving the notice in this regard.

2.3 Substitution of Key Personnel

2.3.1 SUDA will not normally consider any request of the Selected Agency for substitution of Key Personnel as the ranking of the Agency is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of SUDA;

2.3.2 In case of substitution of key personnel, SUDA/ULB reserves the right to examine the new Personnel proposed to be provided as replacement.

2.3.3 In case of gap period for replacement of any specialist no remuneration will be provided for that period concern.





2.4 Agreement

The selected firm will have to sign a Consultancy Agreement in non-judicial stamp paper of adequate denomination with ULB as mentioned in appendix-I

2.5 Termination of Contract

a. The premature termination or the suspension of the SUDA`S engagement, in respect of the funds with which the Officer has been engaged, or significant change in the requirements of the job, for which the SUDA cannot be held responsible, will give rise to the right of the SUDA/ULB to terminate this contract.

b. Further, State Government/ SUDA reserves the right to terminate this contract for any of the following Reasons:

- Absence of the Team/Personnel from duty except as a result of sickness or accident;
- Unsatisfactory performance by the Team/Personnel;
- Misconduct by the Team/Personnel or breach of the terms of this contract or any act or omission which in the reasonable opinion of the State Government, may bring the State Government into disrepute;
- Significant incompatibility of the Team/Personnel with local personnel/officials or public/consumers.

c. Conversely, the incumbent may terminate the contract with one month Notice to the State Government after compensating all the losses to SUDA due to sudden termination. Abrupt and irresponsible termination of the contract by the agency may also result in black listing of the agency.

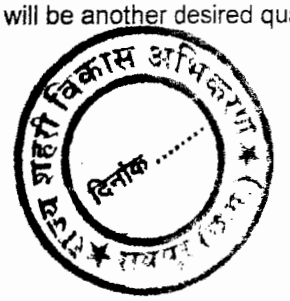
2.6 Conditions of Eligibility of Agencies

2.6.1 Agencies must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Agencies who satisfy the Conditions of Eligibility will be considered for evaluation.

2.6.2 To be eligible for evaluation of its Proposal, the Agency shall fulfill the following Minimum Eligibility Criteria

a. The Agency should be a Consultancy Firm/ entity having operational experience of at least 5 years.

b. The agency should have prior experience in the field of GIS and Engineering field. The in house capacity of Specialist shall be a desired qualification. The specialist belonging to the firm and having experience of executing similar nature of work will be another desired qualification.



c. The Agency must have completed /ongoing at least at three similar type of assignment for Central or State Government or any other Government Bodies within last three years;

2.6.3 **Consortium /JV of consultancy firms will not be eligible for the selection of the proposed Technical Cell.**

2.6.4 Any entity which has been barred by the Central / State Government in India, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit the Proposal. (Self Certification to be attached with technical bid)

2.6.5 An Agency should have, during the last three years, neither failed to perform any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Agency, nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such Agency. (Self Certification to be attached with technical bid)

2.6.6 While submitting a Proposal, the Agency should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient.

2.6.7 The Applicant should have an average Annual Turnover of at least Rupees fifty lakhs in the last three financial years.

2.7 Conflict of Interest

2.7.1 The selected agency shall not receive any remuneration in connection with the assignment except as provided in the Agreement. The consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the SUDA. The agency should provide professional, objective and impartial advice and at all times hold the SUDA interest paramount.

2.7.2 The agency selected for this purpose shall not be eligible for undertaking any implementing work in ULBs under this scheme and vice versa.

2.8 Format and Signing of Request for Proposal (RFP)

The RFP shall be submitted in two parts –

- Part A - Technical Proposal
- Part B - Financial Proposal



The RFP shall be typed or written in indelible ink and shall be signed by the agency or a person or persons duly authorized. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the RFP prior to opening of the same.

2.9 Submission of RFP - Packing, Sealing and Marking

2.9.1 The Technical Proposal (Part A) and Financial Proposal (Part B) must be inserted in separate sealed envelopes, along with agency's name and address in the left hand corner of the envelope and super scribed in the following manner. Technical proposal should contain only the technical documents as desired in the RFP and in no circumstances should contain any financial offer and in the case of any violation shall lead to rejection of application. Any partial submission in technical as well as financial bid may also result in the rejection of the application.

- **Part-A** - Technical Proposal for Procuring Services for setting up of a Technical Cell for Rajiv Awas Yojana in City level.
- **Part-B** - Financial Proposal for Procuring Services for setting up of a Technical Cell for Rajiv Awas Yojana in City level.

2.9.2 Earnest Money Deposit (EMD)

Proposal of firms should necessarily be accompanied by Earnest Money Deposit for an amount of Rs.1,00000/- (Rs. One lakhs only) in the form of a Demand Draft /FDR in favor of Chief Executive Officer, State Urban Development Agency on any scheduled bank payable at Raipur.

2.9.2.1 EMD shall be returned to the unsuccessful Bidders within a period of two (2) weeks from the date of signing of Consultancy Agreement between ULB and the Successful Bidder. EMD submitted by the Successful Bidder shall be released upon completion of the Consultancy services.

2.9.2.2 EMD shall be forfeited in the following cases:

a) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; and

b) If the successful Bidder fails to execute the Consultancy Agreement within the stipulated time or any extension thereof provided by SUDA/ULB



2.9.3 Performance Security

An amount of Five percent shall be deducted from each payment made to the agency during the first year of consultancy and retained as Performance Security which shall be returned after satisfactory completion of the consultancy services.

2.9.4 Both the envelopes i.e. envelope for Part-A and Envelope for Part-B must be packed in a separate sealed outer cover and clearly super scribed with the following:

- RFP for Procuring Services for setting up of a City Level Technical Cell for Rajiv Awas Yojana in
- The Firms' Name & address shall be mentioned in the left hand corner of the outer envelope.

2.9.5 The inner and outer envelopes shall be addressed to SUDA, Raipur at the following address:

The Chief Executive Officer
State Urban Development Agency
R.D.A. Building, Bajarang Complex, Raipur - 490 011
Contact no. : Telefax: 0771-4066145
Raipur

If the outer envelope is not sealed and marked as mentioned above, then SUDA will assume no responsibility for the tender□s misplacement or premature opening. Telex, cable or facsimile tenders will be rejected.

2.9.6 Documents to accompany the RFP:

a. **PART – A (Technical Proposal)**

The agency must submit the following particulars / documents along with the Technical Proposal failing which the RFP may be treated as non-responsive.

- Photocopy of the PAN card.
- Filled in Technical Proposal (Form A)
- Filled in Agency's profile (Form B)

- Previous experience of the firm in successfully executing similar types of assignments* during last three years (Form C) (Attach photo copies of work completion/performance certificate)

राज्य शहरी विकास अभि... दिनांक ..... रायपुर

- Detailed Curriculum Vitae (CV) of proposed panel of personnel of Technical Cell for RAY (Form D1 to D6) Proof of Educational Qualification, Experience of professional should be required.
- Approach & methodology and Manpower Planning for developing the Technical Cell.
- Audited Financial Statement of last three years.

Short listing of Bidders shall be done on evaluation of all bids received and prequalified bidders shall be called for making presentation on their technical proposals. Financials offers of qualified bidders based on their presentations and technical proposal shall only be opened. The date of presentation for technical evaluation and for opening of financial proposals of qualified bidders shall be intimated separately. SUDA reserve the right to shortlist/reject/select any Firm.

b. PART- B (Financial Proposal)

The agency must submit the Financial Proposal using Form E1 & E2 with proper signature & seal of the agency

In case of any discrepancy between figures and words in the financial proposal, the one described in words shall be adopted.

1.10 Number of Proposals

An Agency is eligible to submit only one Application for the Consultancy. The bid will be rejected if any member/members of team are found in another bid.

1.11 Validity of Proposal

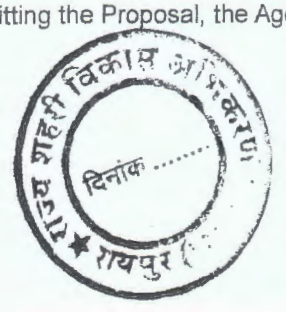
The Proposal shall remain valid for 120 days after the date of bid opening. Any Proposal which is valid for a shorter period shall be rejected as non-responsive.

2.1.2 Cost of RFP Document

Information Docket Cum RFP can be obtained from SUDA office by submitting Rs. 5000.00(Five Thousand Rupees) or can be downloaded from www.cg.nic.in/urbandevelopment. While submitting downloaded docket a Demand draft of Rs. 5000.00 (Five Thousand Rupees) in favor of Chief Executive Officer SUDA .Payable at Raipur will be required.

2.12 Acknowledgement by Agency

2.12.2 It shall be deemed that by submitting the Proposal, the Agency has:



A. made a complete and careful examination of the RFP;

B. received all relevant information requested from SUDA;

C. acknowledged and accepted the risk of inadequacy, error or mistake in the Information provided in the RFP or furnished by or on behalf of SUDA or relating to any of the matters stated in the RFP Document

D. satisfied itself about all matters, things and information, including matters referred to in Clause herein above, necessary and required for submitting uninformed Application and performance of all of its obligations there under;

E. acknowledged that it does not have a Conflict of Interest; and

F. Agreed to be bound by the undertaking provided by it under and in terms hereof.

2.12.3 The SUDA shall not be liable for any omission, mistake or error on the part of the Agency in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the SUDA.

2.13 Right to reject any or all Proposals

2.13.1 Notwithstanding anything contained in this RFP, the SUDA reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof.

2.13.2 The SUDA reserves the right to reject any Proposal if:

a. at any time, a material misrepresentation is made or uncovered, or

b. The Agency does not provide, within the time specified by SUDA, the supplemental information sought by the SUDA for evaluation of the Proposal. Such misrepresentation/ improper response may lead to the disqualification of the Agency. If such disqualification /rejection occur after the Proposals have been opened and the highest ranking Agency gets disqualified / rejected, then the SUDA reserves the right to consider the next best agency, or any other measure as may be deemed fit in the sole discretion of the SUDA, including annulment of the Selection Process.

2.14 Language

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. All the supporting document or printed literature shall be submitted with the Proposal for proof of all

the given information i.e. Educational qualification specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.15 Proposal Due Date

RFP filled in all respect must reach office of the SUDA at the address, time and date specified in the cover page of the tender document through Speed / Regd. Post only. If the specified date for the submission of RFPs is declared as a holiday for SUDA, Raipur, the RFPs will be received up to the appointed time on the next working day.

2.16 Late Submission:

RFPs received after the deadline for submission prescribed by SUDA will be rejected

2.17 Modifications and Withdrawal of Proposals

No modifications to the Proposals shall be allowed once it is received by SUDA, Raipur. Proposal can be withdrawal before date of opening.

2.18 RFP Opening

SUDA will open all Proposals, in the presence of Agencies or their authorized representatives who choose to attend, at the date and time mentioned and in the following location:

State Urban Development Agency
R.D.A. Building, Baj rang Complex, Raipur - 490 011
Contact no. : Phone 0771-2222406, Fax 0771-2222409

The Agency's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date being declared a holiday for SUDA, the RFPs shall be opened at the appointed time and location on the next working day.



3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Agency's experience, presentation and financial capability. Only those Agencies whose Technical Proposals score 70 marks or more out of 100 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (TS).

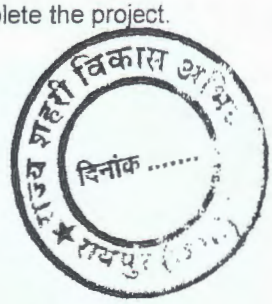
3.1.2 Technical proposal of all the Agencies will be evaluated based on appropriate Marking System. The categories for marking and their respective weight age are as under:

Sl.NO	Criteria Weight age	Weight ages
1	**Past Experience of the Agency**	35%
2	**Qualifications and Experience of Key Personnel**	35%
3	**Technical Presentation before the SUDA Evaluation Committee**	20%
4	**Financial capability**	10%
	TOTAL	100%

Note: Specialist provided by the agency not having minimum qualification will not be considered for evaluation.

3.1.3 All Agencies shall be required to make presentations to demonstrate their credentials before the committee of SUDA and to submit 10 hard copies of the presentation, duly signed by the authorized person of the agency. The presentation shall broadly cover the following aspects:

a. Very Brief Company profile and experience & capabilities of conducting similar assignments.
b. Understanding of assignment along with methodology indicating broad scope of work & road map
c. Proposed Key Personnel along with Manpower commitment.
d. Presentation by each specialist in their respective field regarding their credentials, past experience, individual role, methodology and roadmap to complete the project.



e. For each specialist there can be more than one nominated candidate from the agencies. CV of all candidates for each post of specialist is to be submitted in the technical bid envelope. The candidates whose CV have not been submitted in the technical bid will not be considered. SUDA will approve only the best among them and marking will be done based on credentials and presentation of the selected candidate. Selected agency shall provide specialist only approved by SUDA for each post of specialist.

f. Agency has to provide all the specialists to technically qualify.

g. Agency having qualified candidate for all the post of specialist by the SUDA, will only qualify for financial evaluation. The time and venue for the presentation shall be intimated to the Agencies

3.2 Short-listing of Agency

3.2.1 Only those agencies who's Technical Proposals score 70 marks or more out of 100 Shall qualify for further consideration.

3.3 Evaluation of Financial Proposal

3.3.1 Agency has to quote rate for the entire specialist in Form E1 and E2 Any omission or commission will lead to disqualification at this stage also.

3.3.2 The lowest financial proposal (L1) will be awarded with the project assignment as per the agreement. L1 shall be calculated as E1+3 E2 = L1

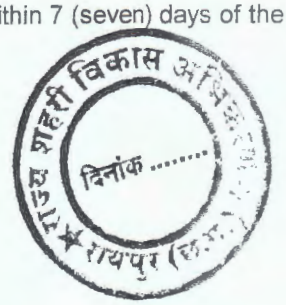
SUDA will determine whether the Financial Proposals are complete and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant The Second Ranked (L2) Agency shall be kept in reserve and may be invited for negotiations in case the first ranked Agency withdraws, or fails to comply with the requirements specified in the agreement and the RFP document.

3.3.3 All taxes excluding service tax will be as per rule and will be the liability of agency. Service tax shall be paid as per prevailing government norms.

3.3.4 Deduction of Income Tax and other Taxes due from the specialist will be the liability of the agency.

3.5 Award of Consultancy

3.5.1 After selection, a Letter of Acceptance (the "LOA") shall be issued, in duplicate, by SUDA to the Selected Agency and the Selected Agency shall, within 7 (seven) days of the receipt of the LOA, sign and



return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Agency is not received by the stipulated date, SUDA may, unless it consents to extension of time for submission thereof, forfeit the Proposal Security of such Agency, and the next eligible Agency may be considered.

3.7 Execution of Agreement

3.7.1 After acknowledgement of the LOA as aforesaid by the Selected Agency, it shall execute the Agreement with ULB within the period of 21 (Twenty One) days from the date of issuance of LOA. The Selected Agency shall not be entitled to seek any deviation in the Agreement.

3.8 Commencement of Assignment

The Consultant shall commence the Services within thirty (30) days from the date of signing of the Agreement. If the Consultant fails to commence the assignment as specified herein, SUDA may, unless it consents to extension of time thereof may forfeit the E.M.D and appropriate the same by SUDA.

3.9 Proprietary data

All documents and other information provided by SUDA or submitted by an Agency to SUDA shall remain or become the property of SUDA. Agency and the Consultant, as the case may be, are to treat all information as strictly confidential. The SUDA will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to SUDA in relation to the Consultancy shall be the property of SUDA.

4. FRAUD AND CORRUPT PRACTICES

1.1 The Agency and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, SUDA shall reject a Proposal without being liable in any manner whatsoever to the Agency, if it determines that the Agency has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the

"Prohibited Practices") in the Selection Process. In such an event, SUDA shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Proposal Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to SUDA for, inter alia, time, cost and effort of SUDA, in regard to the RFP, including consideration and evaluation of such Agency's Proposal.

1.2 Without prejudice to the rights of SUDA under Clause hereinabove and the rights and remedies which the SUDA may have under the LOA or the Agreement, if an Agency or Consultant, as the case may be, is found by the SUDA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Agency or Consultant shall not be eligible to participate in any tender or RFP issued by the SUDA during a period of 2 (two) years from the date such Agency or Consultant, as the case may be, is found by SUDA to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

1.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

a. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the SUDA who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the SUDA, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the SUDA in relation to any matter concerning the Project;

B. "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;



c. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

d. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the SUDA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

e. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Agencies with the objective of restricting or manipulating full and fair competition in the Selection Process.



Annexure B

DRAFT Consultancy Agreement

THIS AGREEMENT ("Consultancy Agreement") is made on the _____ day of _____ 2013 at .....

BETWEEN:

Name of ULB & Address (hereinafter referred to "ULB" or the "Authority" or the "First Party" which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assignees) of One Part

AND

Name of the organisation, a company having its registered address at address of the consultant (hereinafter referred to as the "Consultant" or the "Second Party" which expression shall, unless it be repugnant to the context or meaning thereof, includes its administrators, successors and permitted assignees) of the Other Part

SUDA and name of the consultant are, collectively, referred to "Parties" and, individually, as "Party".

WHEREAS:

A. The main objective of SUDA/ULB includes taking up planned and systematic development of the urban area of Chhattisgarh (declared as such in the Notification as mentioned in paragraph A, above).

B. SUDA/ULB is mandated to prepare development plans including zonal development plans, undertake works pertaining to construction of housing colonies, shopping centres, markets, industrial estates and provide public amenities, regulate development and use of land including private land and undertake schemes for improvement and clearance of slums and re-development programmes;

C. The Rajiv Awas Yojana (RAY) is an "equitable city" campaign during the 11th Five Year Plan of the Government of India. The Scheme aims "to make a slum-free India" through encouraging State/Union Territories to tackle the problem of slums in a definitive manner through –

- Formalization of existing slums and universalization of basic amenities in identified slums;
- Identification and Redressal of institutional failures which result in creation of slums;
- Tackling the shortages of urban land and housing that keep shelter out of reach of the urban poor;
- Assist in the development of basic infrastructure for affordable housing projects.



RAY envisages the achievement of above goals through provision of central support for slum redevelopment and construction of affordable housing conditional to a set of reforms for inclusive urban development.

The State Urban Development agency (SUDA) has been identified as the Nodal Agency for implementation of Rajiv Awas Yojana (RAY) in the selected cities of Chhattisgarh.

D. In order to achieve the above objective, SUDA had floated a EOI (EOI Notice No. ----------, Date ----------.2013) for procuring the services of a premier consulting firm for setting up of a Technical Cell with a team of six (6) experienced experts including specialists from the field of MIS, GIS, Social Development, Capacity Building & Training, Project / Engineering and Town Planning in Selected Cities.

E. In response to the Request for Proposal under the above Tender, several proposals were received and after evaluating the same, the Proposal submitted by the Consultant has been accepted and the Letter of Acceptance No. _____ dated _____ 2013 was issued;

F. The Consultant covenants to undertake the Assignment of setting up of the Technical Cell as set forth in the Terms of Reference (as in *Appendix III*, hereinafter referred to as the "Services") and to perform, fulfil, comply with and observe all and singular provisions, conditions and requirements of this Agreement;

G. In consideration thereof, ULB will pay the Consultant fee (hereinafter referred to as the "Fee" as in *Appendix IV*) and will perform, fulfil, comply with and observe all singular provisions, conditions and requirements to the Agreement;

H. SUDA/ULB hereby appoints name of the consultant as the Consultant on the conditions laid down in the Agreement and in the following annexure appended hereto and forming an integral part of this Agreement and the Consultant accepts the appointment:

Appendix I	General conditions of the Contract
Appendix II	Qualifications and Competence of Key Professional Staff
Appendix III	Roles, Responsibilities and Broad Scope of Work of the Consultant
Appendix IV	Applicable Fees and Charges payable to the Consultant and accepted by UAD

NOW THIS AGREEMENT WITNESSES that the parties hereto have caused this Contract to be signed in their respective names as on the day and year first above mentioned,

SIGNED, SEALED AND DELIVERED ON THIS DAY AND YEAR FIRST HEREINABOVE MENTIONED



Municipal Corporation ..... – First Party

By the hands of its authorised signatory

_____

Authorised Signatory of the First Party

Name :

Address:

Name of the consultant – Second Party

_____

Authorised Signatory of the Second Party

Name :

Registered Address:

In the presence of:

1.

_____

Name:

Address:

2.

_____

Name:

Address:

Appendix I – General Conditions of Contract

1. ENTIRE AGREEMENT

This Agreement, including any Exhibits and any Appendices thereto, constitutes the entire Agreement between Authority and Consultant. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the Services set forth in this Agreement. This Agreement may be amended only by a written instrument signed by both parties. The captions in this Agreement are for the convenience in identification of the several provisions and shall not constitute a part of this Agreement nor be considered interpretative thereof.

2. SEVERABILITY

Every paragraph, part, term or provision of this Agreement is severable from the others. If any paragraph, part, term or provision of this Agreement is construed or held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remaining paragraphs, parts, terms and provisions of the Agreement shall not be affected thereby but shall remain in full force and effect.

3. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of employer and employee, principal and agent, partners, or joint ventures between SUDA/ULB and Consultant, or SUDA's/ULB and Consultant's officers, directors, partners, managers, employee or agents. The Consultant, subject to this Agreement, has complete charge of personnel performing the Services and shall be fully responsible for the Services performed by it or on its behalf hereunder. The Agreement shall commence on the date it is executed by the Parties.

4. DURATION OF THE CONTRACT

The duration of this Contract will be for a period of two year from the date of deployment of the Consultant's personnel in ULB`S and can be renewed on mutually agreed terms based on periodic quarterly review.

5. MODE OF PAYMENT

The Fees, as approved under the RFP shall be paid every month on the invoice raised by the Consultant by the 5th day of the next month within 15 days of such invoice. However, the first monthly fees shall be paid one month after the deployment of the staff at ULB. The fees shall be inclusive of the Remuneration expenses of all the experts as detailed in Form E-1/E-2 and other miscellaneous expenses and profit. It shall be exclusive of applicable service tax.



All invoices shall be submitted for payment to the following address:
The Commissioner of ULB

The expenses on account of travel of the deputed personnel to other cities shall be paid by ULB However, such travel will be undertaken only after approval from the ULB. The eligibility for the travel would be AC 2-tier in case of distances fit for overnight travel and economy class airfare for longer distances. The eligibility for board and lodging shall be business hotel accommodation, and commuting expenses as admissible to Class I Officer of the State Government. ULB would advance suitable amount to the staff to undertake the travel and settle the advances on submission of bills by the staff.

Selected agency shall, at its cost and expense, provide to the Technical Cell staff the facilities such as suitable work-place / office furniture and fittings. Agency shall also provide system support and local travel to the deputed personnel.

6. PENALTY FOR DEFAULT

Penalty at the rate of 1% cost of the balance / delayed work, per week of delay shall be levied on the Consultancy Fee subject to a maximum of 10% of the total cost of Services.

In the event of total default / failure by the Consultant in providing Services, SUDA reserves the right to get the Services executed by any other Consultant at the cost and risk of the Second Party.

7. TERMINATION OF THE AGREEMENT

This Agreement shall be effective on the date hereof and shall continue in full force until completion of the Services or terminated earlier as described below:
ULB/SUDA shall have right to review the performance of the Technical Cell and, if ULB/SUDA is not desirous of continuation of the Services of the Technical Cell on ground of unsatisfactory performance or breach of any term or condition of the contract, it may terminate the agreement by giving notice of 90 days and providing reasonable opportunity to the Consultant to be heard.

ULB or the Consultant may terminate the Agreement by giving the termination notice of 1 (one) months in advance;

If ULB terminates the agreement, for any other reason and not as a result of any default by the Consultant, then ULB will compensate the Consultant for the Services performed till the date of notice of termination.

The communication of termination of this Agreement shall be by means of written notice ("Termination Notice").

8. RESPONSIBILITIES AND OBLIGATIONS OF THE CONSULTANT

The Consultant shall:

a. Deploy Technical Cell personnel within 1 month of signing of Agreement;

b. Provide the Services as set out in Appendix III;

a. Exercise the degree of skill, care and diligence normally exercised by members of the profession performing services of a similar nature;

c. Be bound to comply with any written direction of SUDA to reasonably vary the Scope, Sequence of timing of the Services; and

9. INDEMNIFICATION

Consultant shall indemnify, defend and hold SUDA/ULB harmless from any and all claims demands causes of actions, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorney's fees and court costs, sustained or incurred by or asserted against SUDA/ULB by reason of or arising out of Consultant's, gross negligence or wilful misconduct with respect to Consultant's duties and activities within the scope of this Agreement.

Except for Consultant's gross negligence or wilful misconduct, SUDA/ULB shall indemnify, defend and hold Consultant and its partners, directors, officers, agents, servants and employees (collectively, the "Consultant Indemnities") harmless from and against any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses incurred in the capacity of a defendant or a witness, and all other costs and expenses (including without limitation attorneys' fees and court costs) to which any of the Consultant Indemnities may become liable or subject by reason of or arising out of the performance or non-performance of Consultant's duties and activities within the scope of this Agreement.

SUDA/ULB shall indemnify, defend and hold Consultant harmless from any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorney's fees and court costs sustained or incurred by or asserted against the Consultant by reason of or arising out of the SUDA's/ULB`s negligence, wilful misconduct with respect to the UAD's duties and activities, including but not limited to any information provided by the SUDA/ULB to the Consultant upon which the Consultant shall rely in providing the Services.



Limitation of Liability

Consultant's total liability howsoever caused and whether arising under contract, tort (including negligence) or otherwise shall not exceed the total amount of the Fees paid by the Client to the Consultant for the Services rendered under this Agreement.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other party for any indirect, consequential, incidental or special losses or damages of any kind or nature, and any claim by either party in any way related to, or arising out of, this Agreement or any Services provided hereunder shall be limited to such party's actual, direct damages.

10. CONFIDENTIALITY

The Consultant shall treat the details of the output of the Assignment and the Services as confidential and for the Consultant's own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to SUDA/ULB or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous written consent of SUDA/ULB.

Consultant shall treat as confidential property and not disclose to others during or subsequent to the term of this Agreement, except as necessary to perform this Agreement (and then only on a confidential basis satisfactory to both parties), any information and documents (including without limitation any environmental information, reports or data) which may be delivered to Consultant by Client and identified as "Confidential."

Consultant shall also treat as confidential and shall not disclose to others, except as required by law, this form of Agreement.

Nothing above, however, shall prevent Consultant from disclosing to others or using in any manner information, which Consultant can demonstrate:

a. Has been published and has become part of the public domain other than by acts, omissions or fault of Consultant, their employees, agents, contractors and/or consultants; or,

b. Has been furnished or made known to Consultant by a third party (other than those acting directly or indirectly for or on behalf of Consultant or SUDA/ULB) as a matter of legal right without restrictions on its discosure: or,

c. Was in Consultant's possession prior to disclosure thereof by SUDA/ULB;

d. Must be disclosed pursuant to any statute, law, regulation, ordinance, order or decree of any governmental authority having jurisdiction over Consultant or any of its employees, agents, contractors and/or consultants;

e. The foregoing obligations in this Clause 9 shall survive for a period of one (1) year following the termination or expiration of this Agreement.

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11. OTHER CONDITIONS

In the event that SUDA/ULB desires the Consultant to perform such additional services which are not within the Scope of Work as laid out in Appendix III, the Consultant shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.

Notwithstanding anything contained above, only such additional work may be undertaken so that all the conditions laid below are met, both jointly and severally:

a. The additional work does not come in conflict with any existing laws statutory regulations or ordinances / guidelines of the land applicable in the Union of India and the State of Chhattisgarh as on date of the renegotiation;

b. The additional work does not come in conflict with any internal corporate policy / regulation / guidelines / practice of the Consultant as on date of the renegotiation;

c. The Technical and Manpower expertise of the Consultant allows the Consultant to undertake such work.

SUDA/ULB shall provide the Consultant documents / information / reports as may be required by the Consultant to enable it to provide the Services. SUDA/ULB undertakes and agrees to furnish to the Consultant from time to time such other documents / information / reports in its possession and / or knowledge as it may consider relevant to perform the Services, as and when such information is received by / available with SUDA/ULB.

All the intellectual property conceived, originated, devised, developed or created by the Consultant, its agents, specifically for the purpose of rendering the Services shall vest with SUDA/ULB unless otherwise agreed, between SUDA/ULB and the Consultant. SUDA/ULB as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project

Unless otherwise agreed, SUDA/ULB shall have the copyright on all the reports, documents, etc., authored, prepared or generated under the agreement during the course of the Services to be provided by the Consultant.

12. COMPLIANCE WITH LAWS

The Consultant shall take due care that all its documents comply with all relevant laws and statutory regulations or ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgements, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement.

13. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of the Union of India. The Courts of Raipur shall have jurisdiction over all matters arising out of or relation to this Agreement.

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दिनांक .....

14. DISPUTE RESOLUTION

Amicable resolution

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably through discussions between the Parties

Arbitration

Procedure

Any Dispute which is not resolved amicably within 30 days from the date last written communication from either Party shall be referred to the arbitration, which arbitration shall be governed by the Arbitration and Conciliation Act, 1996 ("Arbitration Act")

Place of Arbitration

The place of Arbitration shall ordinarily by Raipur but, by agreement of both the Parties, the arbitration hearings, if required, may be held elsewhere.

English language

The request for Arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in the English language and, if oral hearings take place, the English language shall be used in all such hearings

Enforcement of Award

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

Performance during Dispute Resolution

Pending the submission of and / or decision on a dispute, and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

15. WAIVER

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

i. shall not operation or be construed to operate as a waiver of any other or subsequent default hereof or of any other provision(s) or obligation(s) under this Agreement;

राज्य शहरी विकास अभि. रायपुर (छ.ग.) दिनांक .....

ii. shall not be effective unless it is in writing and executec by a duly authorised representative of such Party; and

iii. Shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by the either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver / breach of any terms, conditions or provisions of this Agreement

16. MODIFICATION

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

17. NOTICES

Unless otherwise stated, notices to be given under this Agreement including, but not limited to a notice of waiver of any term, breach of any term of this Agreement and the termination of this Agreement, shall be in writing and shall be given by hand delivery, recognised courier, mail, e-mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned hereinabove.

18. TRANSFER OF AGREEMENT

No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement

19. VARIATIONS

SUDA/ULB may, by written notice to the Consultant, direct the Consultant to vary the scope, sequence or timing of the Services with suitable compensation for such variation to be agreed mutually and the Consultant shall be bound to comply with the direction.



Appendix II

Qualifications and competence of Key Professional Staff

Note:-Please refer RFP for the same



Appendix III

Roles, Responsibilities and Broad Scope of Work of the Consultant

Please refer attached detail guideline of Rajeev awas yojana for the Scope of work

Note:-Please refer RFP & Guideline for the same.



Appendix IV

Applicable Fees and Charges payable to the Consultant and accepted by SUDA/ULB

1. FEES

ULB`S shall pay the Consultant a fee of INR ----------/- (Indian Rupees ---------- only), from the date of deployment of the Consultant's personnel in ULB. The applicable service tax will be payable extra

2. OTHER CHARGES

Other Charges, as laid out in Appendix I, Clause 5 including all sub-clauses there-under, as and when necessary, shall be payable by ULB to the Consultant.

दिनांक ....

Formats:

Form-A

TECHNICAL PROPOSAL

Letter of Proposal

(On Agency's letter head)

Dated:

To

.....

State Urban Development Agency,
R.D.A. Building, Bajarang Complex, Raipur - 490 011
Contact no. : Telefax: 0771-4066145

Sub: Request For Proposal (RFP) for procuring the services of a consulting firm for setting up of a City Level Technical Cell (at selected cities) for successful implementation of Rajiv Awas Yojana in selected cities.

Dear Sir,

1. With reference to your RFP document dated *****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Project. The Proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as an Agency for undertaking the Project.
4. I/ We shall make available to SUDA any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of SUDA to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part
7. I/ We declare that:

a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by SUDA.



b. I/ We do not have any conflict of interest in accordance the RFP document;

c.I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with SUDA or any other public sector enterprise or any government, Central or State; and

d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.

9. I/ We declare that we are not a Member of any other firm submitting a Proposal for the Project.

10. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

11. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.

13. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we shall intimate SUDA of the same immediately.

14. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by SUDA in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

15. In the event of my/ our being declared as the successful Bidder, I/We agree to enter into an Agreement provided by SUDA.

16. I/We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by SUDA or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of contract.

17. The Consultancy Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement..

18. I/We agree to abide performance security clause as mentioned in the RFP Document.



19. The EMD in the form of a Demand Draft In name of Chief Executive Officer (DD no. - ---------- Dated - ---------- drawn on, Raipur Branch) is attached.

20. I/We agree and understand that the Proposal is subject to the provisions of the RFP Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Proposal is not opened.

21. I/We agree to keep this offer valid for 120 (one hundred and twenty days) from the Proposal Due Date specified in the RFP.

22. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature of the Authorized signatory)

Place: (Name and designation of the of the Authorized signatory)

Name and seal of Bidder

Form-B

Particulars of the Agency

1. NAME OF THE FIRM :
2. REGISTERED OFFICE
3. DATE OF INCORPORATION:
4. CONSTITUTION OF CONSULTANT FIRM
5. Names of Govt. Dept. / Public Sector undertaking / Pvt. Sector / International clients To whom the bidder has provided similar services, if any:
6. MAIN BUSINESS ACTIVITIES :
7. DETAILS OF MAIN BRANCHES
8. Annual turnover of the Firm (in INR) from Consulting Assignments in India during last Three Financial Years. (Please attach copy of the Audited Financial Statements)

   2009-2010:
   2010-2011:
   2011-2012:

9. DETAILS OF CONTACT PERSONS

NAME:
DESIGNATION:
CONTACT TEL. NO. :
MOBILE NO. :
FAX NO. :
EMAIL ID:
POSTAL ADDRESS:

(Signature of Authorized signatory)



Form C

Performance statement of best three similar projects

Order placed by (with address)	Order No. & date	Description of the work order	Number of operational and managerial Personnel provided by the Firm	Name of key Personnel of Firm involved and Functions performed therein	Value of Works

Signature and seal of the Bidder: _____

* Photocopy of work order and completion certificate are to be attached.



Form (D1-D6)

Format For Submission Of CV for Specialist in Proposed CLTC at .....(ULB)

1	Proposed position	:
2	Name	:
3	i. Address ii. Mob./Tel. No.- iii. e-mail id-	:
4	Father's Name	:
5	Date of Birth	:
6	Nationality	:
7	Educational qualifications	

Exam passed	Subject(s)	University/College	Year	Percentage

8. Past experience:

Years	Position	Organization	Responsibilities	Location

Note : Specific documents for experience indicating date of joining with term & conditions/ reliving and job responsibility , (such as last pay slip/performance certificate /consultancy agreement certificate etc.) must be submitted for evaluation .

9. Membership of professional bodies, if any:

राज्य शहरी विकास अभिकरण
दिनांक .....

10. Language proficiency:

	Read	Write	Spoken
Hindi			
English			
Any other			

11. Computer Proficiency:

	Good	Average	Nil
MS Word			
MS Powerpoint			
MS Excel			
Any other (specify)			

12. Enclosures (all enclosures to be duly self-attested)

(1)	Basic Qualification	Attached / Not attached
(2)	Document for Proof of age (describe)	
(3)	Certificates for additional degree(s) / diplomas (describe each of these)	
(4)	Experience Certificate(s) (describe each of these)	
(5)	Testimonial(s) (describe each of these)	

13. Please furnish the names and contact details of two referees:

	Name	Designation / Description	Address, Telephone Numbers / E-mail IDs
(1)			
(2)			

14. Certification:

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

(i) This CV correctly describes my qualifications and experience;
(ii) I am/am not in regular full time employment with any organization.
(iii) I understand that any willful mis-statement herein may lead to my disqualification or dismissal, if engaged.
(iv) I am committed to undertake the assignment within the validity of proposal.

Note:- If required give in outline of proposed Expert`s experience, types of activities performed and client references and training most pertinent to tasks on assignment separately.

Name & Sign of the key Personnel

Counter Sign of the authorized Person on behalf of bidder agency



Form - E-1

(Financial Proposal for CLTC)
(FOR MISSION CITY - RAIPUR)

To
Chief Executive Officer,
State Urban Development Agency
R.D.A. Building, Bajarang Complex, Raipur - 490 011
Contact no. : Telefax: 0771-4066145

Sub: Request For Proposal (RFP) for procuring the services of a consulting firm for setting up of a City level Technical Cell, CLTC for successful Implementation of Rajiv Awas Yojana in selected cities under state urban Development agency.

1. We, the undersigned, offer to provide the consulting services for the above in accordance with your RFP. Our Financial Proposal for Project is for the lump sum of Rs..... (Rupees ----------) per month*details as per given below. (Amount in words and figure). Service tax shall be reimburse extra as per actual.
2. Our Financial Proposal shall be binding upon us subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the Proposal,
3. This financial proposal covers remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), This Financial Proposal is without any condition.
4. Our offer is as per terms & condition, scope of work referred in the RFP, we abide with the same.
5. TDS will be deducted as per prevailing rules of Income Tax.

Having gone through this Information Docket cum RFP document, and Guideline of slum free city planning and having fully understood the scope of work for the Project as set out in this Information Docket document,



We are pleased to quote the following fees for the Assignment:

Monthly fixed fees in lump sum for Team/Professional

Post	Name of professional	Monthly remuneration
1. MIS Specialist.		
2. GIS Specialist		
3. Town Planning Specialist		
4.SocialDevelopment Specialist		
5.ProjectEngineering Specialist		
6 .Capacity Building /Training Coordinator		
Sub Total (A)		
Administrative, Other Expenses and Profit (B)		
(i) Local Travel		
(ii) System Support		
(iii) Mis & Over heads		
Total (A+B)=C		

Total Lump sum amount quoted for CLTC per year.

1	**1 In Figures (C)**	
2	**2 In words (C)**	

Note:

1. In case of difference in amount quoted in figures and words, the lower value would be Considered for evaluation.

Signature of Authorized Signatory of the Bidder

(Name, Title and Address of the Authorized Signatory



Form E-2

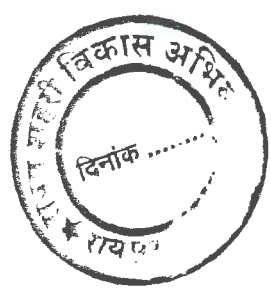
(Financial Proposal for CLTC)
For other cities ie. (Bhilai, Bilaspur, Korba)
(or any other city as per G.O.I. approval)

To
Chief Executive Officer,
State Urban Development Agency
R.D.A. Building, Bajarang Complex, Raipur - 490 011
Contact no. : Telefax: 0771-4066145

Sub: Request For Proposal (RFP) for procuring the services of a consulting firm for setting up of a City level Technical Cell, CLTC for successful Implementation of Rajiv Awas Yojana in selected cities under state urban Development agency.

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3. This financial proposal covers remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), This Financial Proposal is without any condition.
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6 .Capacity Building /Training Coordinator		
Sub Total (A)		
Administrative, Other Expenses and Profit (B)		
(i) Local Travel		
(ii) System Support		
(iii) Mis & Over heads		
Total (A+B)=C		

Total Lump sum amount quoted for CLTC per year.

1	**1 In Figures (C)**	
2	**2 In words (C)**	

Note:

1. In case of difference in amount quoted in figures and words, the lower value would be Considered for evaluation.

Signature of Authorized Signatory of the Bidder

(Name, Title and Address of the Authorized Signatory

