



Bhubaneswar Municipal Corporation

Progress through Partnership for better Bhubaneswar

Vivekananda Marg, Gautam Nagar, Bhubaneswar, Odisha - 751 014

Phone: 0674-24333129 Fax: 0674-2432895

REQUEST FOR PROPOSAL

RFP No. **9012 / BMC**

Dated **22.04.2013**

XXXXVI-RAY-102/13

REQUEST FOR PROPOSAL (RFP) FOR SETTING UP OF CITY LEVEL TECHNICAL CELL FOR RAJIV AWAS YOJANA AT BMC, **BHUBANESWAR**

Period of availability of RFP Document : **22.04.2013 to 22.05.2013**

(Downloadable from website: www.bmc.gov.in / <http://urbanorissa.gov.in>)

Last date for receipt of Proposal at BMC : **22.05.2013 by 3:00 P.M.**

(Through Speed / Registered post or Courier. **No drop box facility available**)

Place of submission of Proposal:

Bhubaneswar Municipal Corporation

(Vivekananda Marg, Gautam Nagar, Bhubaneswar, Odisha - 751014)

Date and Time of opening of **Technical Proposal** : **24.05.2013 at 10:30 AM**

(Date & time of opening of **Financial Proposal** shall be intimated to the qualifying applicants later.)

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

For further information:

Project Officer, RAY

Bhubaneswar Municipal Corporation

Vivekananda Marg, Gautam Nagar,

Bhubaneswar, Odisha - 751 014

Telephone: 91-674-24333129

Fax: 91-674-2432895

E-Mail- po-jnnurm@bmc.gov.in /

Sd/-

Commissioner

Bhubaneswar Municipal Corporation

CONTENTS

Sl. No.	Section	Page No.
I	Introduction	4
II	Instruction to Applicants	8
III	Criteria for Evaluation	13
IV	Fraud & Corrupt Practices	15
V	Annexure:	
A	Profile of Key Personnel	17
B	Draft Consultancy Agreement	18
VI	Formats	
A	Technical Proposal (Form A)	32
B	Applicants' Profile (Form B)	34
C	Performance Statement for last three years (Form C)	35
D	CV format for Team Leader (Form D)	36
E	Financial Bid Format (Form E)	38
F	Proforma For Bank Guarantee For Proposal Security	39

GLOSSARY:

BMC	Bhubaneswar Municipal Corporation
CDP	Comprehensive Development Plan
CV	Curriculum Vitae
CLTC	City Level Technical Cell
EWS	Economically Weaker Section
GIS	Geographical Information System
GoO	Government of Orissa
MoHUPA	Ministry of Housing and Urban Poverty Alleviation
JnNURM	Jawaharlal Nehru National Urban Renewal Mission
LIG	Lower Income Group
LoA	Letter of Acceptance
MIS	Management Information System
PoA	Plan of Action
PAN	Permanent Account Number
RAY	Rajiv Awas Yojana
RFP	Request for Proposal
SLNA	State Level Nodal Agency
SLTC	State Level Technical Cell
TS	Technical Score
UT	Union Territory

1. Introduction

1.1. Overview of Rajiv Awas Yojana for Slum Free City Planning an Overview

Ministry of Housing & Urban Poverty Alleviation through Rajiv Awas Yojana (RAY) scheme aims at equitable urban development. The Scheme aims "to make a slum-free India" by encouraging State/ Union Territories to tackle the problem of slums in a definitive manner and encourage them towards –

- Formalization of existing slums and universalisation of basic amenities in identified slums;
- Identification and re-dressal 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;
- 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. Applicants may refer the RAY Guidelines for details on the admissible and inadmissible components under RAY. Central Assistance under RAY is predicated on the condition that States/ Union Territories assign legal title to slum-dwellers over their dwelling space. The other reforms include the continuation of the three pro-poor reforms of JnNURM till they are legislated and internalized as part of the system.

The recommended Plan of Action for RAY is two-pronged–

- I. Up-gradation of existing slums.
- II. Action to prevent new slums.

The following portions further details the States Plan of Action (PoA) under RAY:

- I. Up-gradation of existing slums would include-
 - a) Survey and mapping of all existing slums (notified / non-notified) within the selected cities proposed by the State for coverage under RAY
 - b) Holistic redevelopment of each of the identified slums through -
 - (i) Provision of all basic civic infrastructure and services
 - (ii) Decent housing
 - (iii) Reconfiguration of plots wherever necessary
 - (iv) Total sanitation
- II. Action to prevent new slums shall involve-
 - a) Assessment of the rate of growth with a twenty year perspective
 - b) Form a detailed Action Plan to formulate
 - i. Strategy for Procurement of commensurate lands / Virtual lands
 - ii. Promote the construction of affordable EWS & LIG housing
 - iii. Identify, propose and legalize the necessary legislative and administrative changes for enabling slum free cities

States are required to form a State Level Technical Cell (SLTC) at the State Level and City Level Technical Cells (CLTC's) at the ULB's of each city identified for implementation of RAY. The State Level Nodal Agency (SLNA) work under Department of Housing and Urban Development Deptt., Govt. of Odisha for implementation of this Scheme (RAY) in the selected cities of Orissa. The SLNA has appointed the SLTC for providing strategic and

operational support as an extended arm of SLNA for efficient transfer of knowledge and resources under RAY scheme. This RFP is for setting up CLTC's at identified ULB's.

The SLTC in coordination with the CLTC to be formed at each of the identified city shall formulate the 'City Plan of Action's under RAY. The 'City PoA's shall have to be prepared for each city as a whole in order to attain the entire city as slum free. The Slum-free City Planning scheme will be implemented under the guidance of a National Steering Committee under the Chairpersonship of Secretary (HUPA). This Committee will steer and monitor the entire process of preparation of Slum-free City Plans by States/ UTs in a time-bound manner. A Technical Committee formed at the Central Government level will guide the States/ UTs through the formulation of operational guidelines in technical, costing, procurement of hardware / software, planning and other aspects and will assist the National Steering Committee. Following the sanctions of the Slum-free City Plans of Action by the center, funds will be released by the Ministry of Finance / Housing & Urban Poverty Alleviation. The National Steering Committee for Slum-free City Planning – Rajiv Awas Yojana will monitor the financial and physical progress under the scheme.

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

As State Level Nodal Agency for RAY, shall be responsible for:

1. Coordination of all legislative and policy formulation for RAY
2. Identification of cities to be covered in five years and their individual phase put plans
3. Implementation Aspects of RAY
4. Deciding on a Delivery Mechanism

The SLNA has proposed to set up City Level Technical Cell (CLTC) for the six cities of Orissa, six cities of Orissa identified for implementing RAY in the first phase. The names of the ULBs authorized for implementing the RAY Scheme at the identified cities are:

1. **Bhubaneswar Municipal Corporation, Bhubaneswar**
2. **Cuttack Municipal Corporation, Cuttack**
3. **Puri Municipality, Puri**
4. **Sambalpur Municipality, Sambalpur**
5. **Berhampur Municipal Corporation, Berhampur**
6. **Rourkela Municipality, Rourkela**

Bhubaneswar Municipal Corporation seeks to select reputed firms / societies / trusts / companies / research and educational institutions for setting up a City Level Technical Cell at Bhubaneswar Municipal Corporation, Bhubaneswar.

1.3. Applicant's Role on selection

The selected applicant shall be responsible for providing manpower as required for formation of the CLTC to act as an extended arm of BMC and SLNA for providing wholesome support for implementing the RAY scheme.

The broad scope of work for the CLTC, personnel for which will be provided by the applicant, shall be –

1. Coordination and providing requisite support to the SLTC and SLNA time to time for successful implementation of RAY scheme in the city
2. Preparation of inventory of existing Spatial Data
3. Obtaining Satellite Image of the City and its Fringes

4. Geo-referencing of Satellite Images and preparing Base Map for entire Urban Agglomeration area
5. Identification & Demarcation of Slum areas & Vacant Lands on Base Map
6. Delineation of Slum Areas and Mapping Slum Infrastructure with Total Station Survey
7. Providing support to conduct Household Socio-economic & Bio-metric Surveys to be carried out by third party survey agency
8. Ensuring accurate and time bound data entry through third party vendors and reporting in the appropriate software developed by Ministry of Housing and Urban Poverty Alleviation
9. Mapping Land-ownership/Tenure Status
10. Categorization of Slums - Evaluating Options available to Slum Communities for Redevelopment
11. Reconfiguration of Slums in accordance with the choice of Slum Redevelopment Model
12. Formulation of Slum-free City Plan
13. Review/ Modification to Master Plan/ CDP
14. Preparation of Capacity Building Plan and its execution

Please refer Annexure IV of the RAY Guidelines for “Slum Free City Planning” for details.

1.4. Pre Condition

The selected Applicant would form of a Technical Cell at the ULB, consisting of six (6) experts, who would be required to be deputed at the office of the ULB.

The team of City Level Technical Cell would include following specialists:

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

The Applicant would designate one member of the team as Team Leader. The CV of the Team Leader will require to be submitted along with the proposal. **The designated Team Leader cannot be changed by the selected Applicant for the first three months of functioning of the Technical Cell under any circumstances except death or sudden incapacitation.** After three months, the Team Leader can be changed *only in case of extreme exigency and only with prior approval from BMC on an equivalent replacement.*

Team Leader, being a member of the team must have the required qualification for that role; i.e. she / he must have the required qualification for acting as a GIS or MIS or Town Planning or Social Development or Training or Project / Engineering specialist with at least five years' experience in that field. In addition, the Team Leader must also have at least another five years of managerial experience demonstrating leadership and problem solving abilities.

Details of each specialist and their desired qualification and expertise are described in Annexure A: Key Personnel

The Applicant is expected to limit its Financial Proposal at Rs.3, 00,000/- (Rupees Three Lakh only) per month, which would be exclusive of service tax (as applicable) and out of pocket expenses etc.

2. Instruction to Applicants

2.1. Scope of Proposal

- 2.1.1. Detailed description of the objectives, scope of services, deliverables and other requirements relating to the CLTC are specified in this RFP. The manner in which the Proposal is required to be submitted, evaluated and accepted is also explained in this RFP.
- 2.1.2. An Applicant shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted as per Forms A to D and the Financial Proposal shall be submitted as per Form E. Upon selection, the Applicant shall be required to enter into a Consultancy Agreement with the BMC.
- 2.1.3. Upon signing of the Consultancy Agreement, the selected Applicant would be required to depute desired personnel meeting the stipulated qualification and experience within 30 days. The deputed persons will constitute the CLTC and will function from the BMC's office premises.

2.2. Contract Period

The Contract will be initially for a period of one year from the date of deployment of the personnel at the office of the BMC and can be renewed on mutually agreed terms, on satisfactory performance of the CLTC.

2.3. Substitution of Personnel

- 2.3.1. BMC will not normally consider any request of the Applicant for substitution of the persons after signing of the Consultancy Agreement. Substitution will, however, be permitted if the person concerned is not available for any extreme exigency, subject to equally or better qualified and experienced person being provided to the satisfaction of BMC.
- 2.3.2. In case of substitution of any person, BMC reserves the right to examine the suitability of the person proposed to be provided as replacement.

2.4. Consultancy Agreement

The selected Applicant will have to sign a Consultancy Agreement on non-judicial stamp paper of adequate denomination with the BMC.

2.5. Termination of Contract

- BMC, if required, may ask for replacement of any person in case of non-satisfactory performance. In such a case, concerned person shall be replaced within 30 days by the Applicant / selected organization;
- Either party can terminate the agreement by giving 3 months written notice.

2.6. Conditions of Eligibility of Applicants

- 2.6.1. Applicants must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.
- 2.6.2. To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following Minimum Eligibility Criteria
1. The Applicants can be firms / companies / societies / trusts / research institutions / educational institutions / universities etc. that have operational existence of at least five years and that have **required experience** as explained under 2 below;
 2. The Applicants should have handled at least one similar type of assignment for Central or State Government or any other Government Bodies;

[Similar Types of Assignments - Capacity Building work for Public Sector Entities; running a Project/ Programme Monitoring. Management Unit etc. for Statutory Bodies, State and Central Government Organizations especially in areas of Urban Reforms, Project Development and Poverty Alleviation, BPL community development, including handling of JnNURM, BSUP and other similar projects shall be treated as similar assignments]

3. The Applicant should have an average Annual Turnover of at least Rs.50 lakh over last three financial years (i.e. 2010-11, 2011-12 and 2012-13)

- 2.6.3. An applicant cannot be a consortium or a joint venture.
- 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.
- 2.6.5. An Applicant should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such Applicant.
- 2.6.6. While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient.

2.7. Format and Signing of Proposal

The Proposal shall be submitted in two parts -

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

The Proposal shall be typed or written in indelible ink and shall be signed by the applicant or a person or persons duly authorized.

Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the Proposal authenticate the same by initial.

2.8. 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 Applicant's name and address in the left hand corner of the envelope. The envelopes should be super-scribed in the following manner.
 - **Part-A** - Technical Proposal for Procuring Services for setting up of a City Level Technical Cell for Rajiv Awas Yojana at "**Bhubaneswar Municipal Corporation**"
 - **Part-B** - Financial Proposal for Procuring Services for setting up of a City Level Technical Cell for Rajiv Awas Yojana at "**Bhubaneswar Municipal Corporation**"
- 2.9.2. Both the envelopes i.e. envelope containing Part-A and the envelope containing Part-B must be packed in a separate sealed outer cover and clearly super-scribed with the following:
 - Technical and Financial Proposals for setting up of City Level Technical Cell for Rajiv Awas Yojana at "**Bhubaneswar Municipal Corporation**"

- The Applicant's Name & address shall be mentioned in the left hand corner of the outer envelope.
- 2.9.3. The inner and outer envelopes shall be addressed to BMC, Bhubaneswar at the following address:

**The Commissioner
Bhubaneswar Municipal Corporation
Vivekananda Marg, Gautam Nagar,
Bhubaneswar, Odisha - 751 014**

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

- 2.9.4. Documents to accompany the RFP:

a. PART – A (Technical Proposal)

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

- Non-refundable RFP document (downloaded from www.bmc.gov.in/ <http://urbanorissa.gov.in>) cost of Rs.5,200/- (Rs. Five thousand two hundred only) - inclusive of VAT amounting to Rs. 200 - in form of DD/ Pay order of any scheduled commercial bank having a branch at Bhubaneswar, drawn in favour of Municipal Commissioner, Bhubaneswar Municipal Corporation, payable at Bhubaneswar.
- Proposal Security amount of Rs.25,000/- (Rs. Twenty Five Thousand only) in the form of DD / Pay order of any scheduled commercial bank having a branch at Bhubaneswar, drawn in favour of Municipal Commissioner, Bhubaneswar Municipal Corporation, payable at Bhubaneswar or in the form of a bank guarantee of a scheduled commercial bank having a branch at Bhubaneswar; the bank guarantee should be in accordance with the bank guarantee, format given at Form F and must be valid for a period of four months from the last date for submission of bids under this RFP.
- Photocopy of the PAN card.
- Filled in Technical Proposal (Form A)
- Filled in Applicant's profile (Form B)
- Previous experience of the firm in successfully executing similar types of assignments* during last three years (Form C)
*[*Similar Types of Assignments - Capacity Building work for Public Sector Entities; running a Project / Programme Monitoring / Management Unit etc. for Statutory Bodies, State and Central Government Organizations especially in areas of Urban Reforms, Project Development and Poverty Alleviation shall be treated as similar assignments]*
(Attach photo copies of work orders along with work completion certificate)
- Detailed Curriculum Vitae (CV) of the proposed Team Leader for the CLTC, Bhubaneswar (Form D)
- Approach & methodology and Manpower Planning for developing the Technical Cell

The Financial Proposal of only the firms fulfilling the eligibility criteria and the technical requirements of the RFP shall be opened.

The date & time of opening of the Financial Proposal shall be intimated to the qualifying applicants.

b. PART- B (Financial Proposal)

The applicant must submit the Financial Proposal using Form E with proper signature & seal of the applicant.

The all-inclusive Monthly Fees (excluding Service Tax, Education Cess etc.) for setting up of the CLTC for successful implementation of the Rajiv Awas Yojana at Bhubaneswar Municipal Corporation, **Bhubaneswar** is capped at Rs. 3,00,000 (Rupees Three Lakh) Only.

In case of any discrepancy between figures and words in the Financial Proposal, the one described in words shall be adopted for evaluation.

2.9. Number of Proposals

An Applicant is eligible to submit only one Application for the Consultancy. An applicant applying individually shall not be entitled to submit another application.

2.10. Validity of Proposal

The Proposal shall remain valid for 180 days after the date of bid opening. Any Proposal which is valid for a shorter period shall be rejected as non-responsive.

2.11. Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process. BMC, will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.12. Acknowledgement by Applicant

2.13.1. It shall be deemed that by submitting the Proposal, the Applicant has:

- a. made a complete and careful examination of the RFP;
- b. received all relevant information requested from BMC;
- 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 BMC 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 2.6 herein above, necessary and required for submitting an informed 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.

2.13.2. The BMC, shall not be liable for any omission, mistake or error on the part of the Applicant 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 BMC.

2.13. Right to reject any or all Proposals

2.14.1. Notwithstanding anything contained in this RFP, the BMC, 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.

2.14.2. The BMC, reserves the right to reject any Proposal if:

- a. at any time, a material misrepresentation is made or uncovered, or
- b. the Applicant does not provide, within the time specified by BMC, the supplemental information sought by the BMC, for evaluation of the Proposal.

Such misrepresentation/ improper response may lead to the disqualification of the Applicant. If such disqualification / rejection occur after the Proposals have been opened and the preferred Applicant gets disqualified/ rejected, then the BMC, reserves the right to consider the next best applicant, or any other measure as may be deemed fit in the sole discretion of the BMC, 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. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied with 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 BMC, at the address, time and date specified on the first page of the RFP document through Speed / Regd. Post or Courier. If the specified date for the submission of RFPs is declared as a holiday for BMC, Bhubaneswar, the Proposal will be received up to the appointed time on the next working day.

2.16. Late Submission:

Proposal received after the deadline for submission prescribed by BMC will be rejected.

2.17. Modifications and Withdrawal of Proposals

No modifications to the Proposals shall be allowed once it is received by BMC.

2.18. Proposal Opening

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

**Conference Hall,
Bhubaneswar Municipal Corporation
Vivekananda Marg, Gautam Nagar,
Bhubaneswar, Odisha - 751 014**

The Applicant’s representatives who are present shall sign a register evidencing their attendance. In the event of the specified date being declared a holiday for BMC, the Proposal 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. Initially, the Technical Proposal will be evaluated on the basis of Applicant's experience and financial capability. Only those Applicants whose Technical Proposals score 70% or more shall qualify for further consideration.

3.1.2. Technical proposals of all the Applicants will be evaluated based on appropriate marking system. The categories for marking and their respective weightage are as under:

SI No.	Criteria	Weightage	
1	Past Experience of the firm		50%
1a	- Experience in handling similar projects (maximum 3 projects) related to programme management ; managing a technical cell for the Government (Central/ State) level etc.	30%	
1b	- Past experience in carrying out studies / programme management in the related sectors (Slum Development; Development of Urban Poor; Up-gradation of ULBs etc.)	10%	
1c	-Association with Odisha	10%	
2	CV of Team Leader		30%
2a	- Qualifications and languages	10%	
2b	- Relevant Experience	20%	
3	Financial Strength of the Consultant - Turnover in the last 3 years		10%
4	Approach & Methodology		10%
	TOTAL		100%

3.2. Short-listing of Applicants

3.2.1. **Only those Applicants whose Technical Proposals score 70% shall qualify for further consideration, and shall be short-listed for opening of Financial Proposal.**

3.3. Evaluation of Financial Proposal

3.3.1. In the second stage, the financial evaluation will be carried out as per this Clause 3.3.

3.3.2. The lowest Financial Proposal would be considered for selection of the City Level Technical Cell for Bhubaneswar Municipal Corporation.

3.4. Award of Consultancy

3.4.1. After selection, a Letter of Acceptance (the "LOA") shall be issued, in duplicate, by BMC to the Selected Applicant and the Selected Applicant 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 Applicant is not received by the stipulated date, BMC may, unless it consents to extension of time for submission thereof, forfeit the Proposal Security of such Applicant, and may consider the next eligible Applicant.

3.5. Performance Security

- 3.5.1. Upon receipt of Letter of Intent (LOA) from the BMC, the selected Applicant shall place Performance Security of Rs.1,00,000/- (One lakh) only for a period of 12 months in favour of the Bhubaneswar Municipal Corporation. This security can be in the form of a bank draft drawn on a Scheduled Commercial Bank's branch at Bhubaneswar or in the form of a Performance Bank Guarantee, in accordance with Appendix V of the Draft Agreement appended to this RFP, of a Scheduled Commercial Bank having a branch at Bhubaneswar.

3.6. Execution of Agreement

- 3.6.1. After acknowledgement of the LOA, the Selected Applicant shall execute the Agreement within the period of 21 (Twenty One) days from the date of issuance of LOA. The Selected Applicant shall not be entitled to seek any deviation in the Agreement. If the Selected Applicant fails to submit the Performance Security and fails to sign the Agreement, its Proposal Security shall be forfeited and appropriated by BMC. In such an event, the BMC, may invite the Second Lowest Applicant for negotiations and may issue LOA to them.

3.7. Commencement of Assignment

The selected Applicant shall commence the Services within thirty (30) days from the date of signing of the Agreement. If the selected Applicant fails to set up the CLTC as specified herein, BMC, may unless it consents to extension of time thereof may forfeit the Performance Security and appropriate the same by BMC.

3.8. Proprietary data

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

4. FRAUD AND CORRUPT PRACTICES

- 4.1. The Applicants 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, BMC shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant 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, BMC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to BMC for, inter alia, time, cost and effort of BMC, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2. Without prejudice to the rights of BMC, under Clause 4.1 hereinabove, and the rights and remedies which the BMC, may have under the LOA or the Agreement, if an Applicant or the Selected Applicant, as the case may be, is found by the BMC 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 Applicant or Selected Applicant shall not be eligible to participate in any tender or RFP issued by the Bhubaneswar Municipal Corporation during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by Bhubaneswar Municipal Corporation 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.
- 4.3. 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 BMC 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 BMC, 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 BMC 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 BMC 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 Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

Annexure A: Profile of Key Personnel

City Level Technical Cell is envisaged to play a critical role in implementation of RAY. A team of 6 (six) positions are suggested for the CLTC at Bhubaneswar.

MIS Specialist: Essential Qualification: Degree in Information Technology/ Computer Science from a recognized University or Institution.

Desirable:

- BE/B.Tech/M.Tech Computer Science/Electronics, MCA/PGDCA/MSc in IT/Comp Science
- Minimum of three years' experience in organisations of repute. Should have exposure to software development & project management, database management, MIS etc.
- Ability to work in a team and train staff on the job
- Fluency in English and local language.

GIS Specialist: Essential Qualification: B.E (Civil)/ B.Arch./B.E (Geo-Informatics)/ B.Plan./M.Sc (Geo informatics)/ M.Sc. (Geography) from a recognized University or Institution with diploma/ Certification in GIS technology.

Desirable:

- Masters degree in Planning, Engineering/ Geography/ Computer Sciences or other relevant discipline with 3 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.

Town Planning Specialist: Essential Qualification: B.Plan. or Master degree in Town Planning/ Urban Planning/ Regional Planning/ Urban Design with experience of GIS Software.

Desirable:

- Masters Degree in Planning with specialisation in Urban Planning
- Minimum of three years' work experience in urban planning with experience of urban infrastructure and housing related projects.
- Experience of reform oriented projects is desirable.
- Fluency in English and local language.

Social Development Specialist: Essential Qualification: Master Degree in Social Science/Social work from a recognized University or Institution.

Desirable:

- Minimum of three years 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 and community participation processes
- Fluency in English local language.

Capacity Building/ Training Specialist: Essential Qualification: Master or doctoral Degree in Social Science/ Social work/ Economics from a recognized University or Institution.

Desirable:

- Practical experience of working in the development areas, preferably in urban development
- Minimum of three years experience in urban sector
- Wide knowledge and experience in implementing governance reforms
- Training in organizational behaviour and management of institutional change processes
- Experience in designing capacity building activities, preferably in the municipal environment

Project / Engineering Specialist: Essential Qualification: BE (Civil) from a recognized University or Institution. It is desirable that the Project / Engineering Specialist shall have:

- Post graduate degree in Engineering with specialization in public health 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.

Annexure B

DRAFT Consultancy Agreement

THIS AGREEMENT (“Consultancy Agreement”) is made on the _____ day of _____ 2011 at **Bhubaneswar**.

BETWEEN:

Bhubaneswar Municipal Corporation, a statutory authority constituted by the Government of Odisha under the ----- having its office at ----- (hereinafter referred to “City Authority” 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 /firm / society / trust / educational / research institution having its registered address at address of the consultant represented through its authorised representative (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

Bhubaneswar Municipal Corporation and Consultant are, collectively, referred to “Parties” and, individually, as “Party”.

WHEREAS:

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.

The Rajiv Awas Yojana (RAY) – Guideline for Slum free City Planning, published by Govt. of India, Ministry of Housing & Urban Poverty Alleviation (MoHUPA) along with other guidelines pertaining to the Technical Cell of RAY issued from time to time by GoI & GoO, shall also form the part of the goals to be achieved and forms an inseparable part of this agreement.

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 SLNA has appointed one State Level Technical Cell for implementation of RAY in various cities of Orissa. Subsequent to selection of the State Level Technical Cell, the SLNA has proposed to set up separate City Level Technical Cell (CLTC) for the **Bhubaneswar city**.

- B. In order to achieve the above objective, Bhubaneswar Municipal Corporation, had floated a tender (Tender Notice No. -----, Date ----- /2013) for procuring the services of a firm/ company / society / trust / research / educational institution for setting up of a City Level Technical Cell at BMC with a team of six (6) experts: MIS specialist, GIS specialist, Town Planning specialist, Social Development specialist, Capacity Building/ Training specialist and Project/ Engineering specialist;
- C. In response to the Request for Proposal under the above RFP, 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 by the BMC;
- D. The Consultant covenants to undertake the Assignment of setting up of the City Level Technical Cell at **Bhubaneswar Municipal Corporation, Bhubaneswar** 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;
- E. In consideration thereof, the BMC shall pay a consultancy fee of Rs.-----/- (Rupees -- ----- only), hereinafter referred to as the “Fee” as in *Appendix IV* and shall perform, fulfil, comply with and observe all singular provisions, conditions and requirements to the Agreement;
- F. The BMC hereby appoints the Second Party as the Consultant on the conditions laid down in the Agreement and in the following annexure annexed hereto, each and every conditions of such appendix form the integral part of the Agreement and the Consultant after going through the aforesaid conditions and understanding the consequences thereof and having agreed to all details of the conditions in this Agreement and the appendix, accepts the appointment

Appendix I	General conditions of the Contract
Appendix II	Qualifications of Key Professional Staff
Appendix III	Roles, Responsibilities and Broad Scope of service of the Consultant
Appendix IV	Applicable Fees and Charges payable to the Consultant
Appendix V	Performance Bank Guarantee Format (<i>Strike out if Consultant places Performance Security in the form of a bank draft, in which case there would be no Appendix V.</i>)

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

The Bhubaneswar 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.

2.

Name:

Address:

Name:

Address:

Appendix - I

General Conditions of Contract

1. ENTIRE AGREEMENT

This Agreement, including any Exhibits and any Appendices hereto, constitutes the entire Agreement between the first party 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 to possess any interpretative relevance.

2. SEVERABILITY

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 BMC's 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 shall be for a period of 1 (one) year from the date of deployment of the Consultant's personnel at office of BMC and can be renewed on mutually agreed terms.

5. MODE OF PAYMENT

The Consultancy Fee shall be paid every month on the invoice raised by the Consultant by the 5th day of the succeeding month. The payment shall be released within 15 days of submission of such invoice from the RAY Account. However, the first monthly fees shall be paid one month after the deployment of the staff at Bhubaneswar Municipal Corporation, Bhubaneswar.

In case of unsatisfactory performance or inordinate delay of work in a particular month by the consultant, BMC reserves the right to impound a portion of monthly consultancy fee, not exceeding 10% of the monthly fees.

The fees shall be paid from the RAY Account, subject to deployment of the **six** key personnel and their regular attendance (excluding public holidays declared by Govt..of Orissa).

The fees shall be inclusive of the Remuneration expenses of all the experts as detailed in Appendix II and other contingency expenses. It shall be exclusive of applicable service tax and, out of pocket expenses which may be incurred by the Consultant towards travel within

the Bhubaneswar city area. Unless otherwise directed in writing, all invoices shall be submitted for payment to the following address:

<details of the Authority>

Out of pocket expenses including travelling to sites etc. shall be reimbursed as per extant Travelling Allowance Rules of GoO and excluding any additional Service Tax, cess, surcharge etc. The expenses on account of travel of the deputed personnel to other cities (outside Bhubaneswar) shall be paid by BMC. However, all such travel shall be undertaken only after approval from the nodal officer of the BMC. 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 boarding and lodging shall be business hotel accommodation, and commuting expenses as admissible to Class I / Group A Officer of the State Government.

BMC shall, at its cost and expense, provide to the CLTC staff the facilities such as suitable work-place / office, furniture and fittings within the office of the City Authority. City Authority shall also make available a four-wheeler vehicle to permit the CLTC staff for local travel / site visits on official requirements only. All expenditures in this regard shall be met from the RAY Account.

6. PERFORMANCE SECURITY

The Consultant has placed a Performance Security of Rs.1,00,000/- (One lakh) only for a period of 12 months in favour of the Commissioner, Bhubaneswar Municipal Corporation in the form of *a bank draft drawn on a Scheduled Commercial Bank's branch at Bhubaneswar / a Performance Bank Guarantee of a Scheduled Commercial Bank having a branch at Bhubaneswar. This Performance Bank Guarantee is part of this Agreement as Appendix V.* (Strike out what is not-applicable). If the Consultant fails to commence the Services within thirty (30) days from the date of signing of this Agreement BMC may, unless it consents to extension of time thereof may forfeit the Performance Security / make claim under the Performance Bank Guarantee and appropriate the same. After commencement, BMC is free to forfeit the performance security / make claim under the Performance Bank Guarantee, if it finds the Consultant to be deficient in delivery of Services.

7. PENALTY FOR DEFAULT

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

8. SUBSTITUTION OF PERSONNEL

The consultant shall not replace / substitute any member of the CLTC, before completion of three months from the signing of this Agreement under any circumstance;

BMC may, however, ask for replacement of any person in case of non-satisfactory performance. In such a case, the person concerned shall be replaced within 30 days by the Consultant;

BMC shall not normally consider any request from the consultant for substitution of members of the cell. Substitution will, however, be permitted if a person is not available for reasons of any incapacitation or due to health or any other extreme exigency, subject to equally or better qualified and experienced person being provided to the satisfaction of BMC.

In case of substitution of a person, BMC reserves the right to examine the new personnel proposed to be provided as replacement.

9. 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.

BMC shall have right to review the performance of the CLTC and, if it is not desirous of continuation of the Services of the CLTC on ground of unsatisfactory performance or breach of any term or condition of the contract, it may terminate the Agreement by giving notice of 30 days and providing reasonable opportunity to the Consultant to be heard, in case prayed for; within the notice period.

The Consultant may terminate the Agreement by giving a termination notice with three months of notice period;

If BMC terminates the agreement, for any other reason and not as a result of any default by the Consultant, then City Authority shall compensate the Consultant for the Services performed till the last working day of the consultant/s.

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

10. RESPONSIBILITIES AND OBLIGATIONS OF THE CONSULTANT

The Consultant shall:

- a. Deploy members of the CLTC personnel within 1 month of signing of Agreement;
- b. Provide the Services as set out in Appendix III;
- c. Exercise the degree of skill, care and diligence normally exercised by members of the profession performing services of a similar nature; and
- d. Be bound to comply with any written direction of BMC to reasonably vary the Scope, Sequence of timing of the Services.

11. INDEMNIFICATION

Consultant shall indemnify, defend and hold BMC 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 BMC 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, BMC 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.

BMC 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 BMC’s negligence, wilful misconduct with respect to the BMC’s duties and activities, including but not limited to any information provided by the BMC 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 BMC 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.

12. 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 BMC or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous written consent of BMC.

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 BMC 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 BMC as a matter of legal right without restrictions on its disclosure; or,
- c. Was in Consultant's possession prior to disclosure thereof by BMC;
- 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 shall survive for a period of one (1) year following the termination or expiration of this Agreement.

13. OTHER CONDITIONS

In the event that BMC desires the Consultant to perform such additional services which are not within the Scope of services 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 Orissa 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.

BMC shall provide the Consultant documents / information / reports as may be required by the Consultant to enable it to provide the Services. BMC 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 BMC.

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 BMC unless otherwise agreed, between BMC and the Consultant. BMC as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project

Unless otherwise agreed, BMC 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.

14. 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.

15. GOVERNING LAW AND JURISDICTION

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

16. 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 conciliation between the Parties.

Arbitration Procedure

Any Dispute which is not resolved amicably within 30 days from the date of last written communication from either Party shall be referred to the Sole Arbitrator and who himself shall act as the arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (“Arbitration Act”). The Sole Arbitrator shall be appointed in consent of both the Parties. For all purposes, the principal Civil Court, Bhubaneswar, shall have jurisdiction only in exclusion to any other jurisdiction specified under any other Act.

Place of Arbitration

The place of Arbitration shall be at Bhubaneswar only.

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.

17. 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;
- ii. shall not be effective unless it is in writing and executed 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.

18. 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

19. 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, speed post, registered post, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned hereinabove.

20. 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

21. VARIATIONS

The BMC 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 of Key Professional Staff

City Level Technical Cell is envisaged to play a critical role in implementation of RAY. A team of 6 (six) positions are suggested for the CLTC at Bhubaneswar.

MIS Specialist: Essential Qualification: Degree in Information Technology/ Computer Science from a recognized University or Institution.

Desirable:

- BE/B.Tech/M.Tech Computer Science/Electronics, MCA/PGDCA/MSc in IT/Comp Science
- Minimum of three years' experience in organisations of repute. Should have exposure to software development & project management, database management, MIS etc.
- Ability to work in a team and train staff on the job
- Fluency in English and local language.

GIS Specialist: Essential Qualification: B.E (Civil)/ B.Arch./B.E (Geo-Informatics)/ B.Plan./M.Sc (Geo informatics)/ M.Sc. (Geography) from a recognized University or Institution with diploma/ Certification in GIS technology.

Desirable:

- Masters degree in Planning, Engineering/ Geography/ Computer Sciences or other relevant discipline with 3 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.

Town Planning Specialist: Essential Qualification: B.Plan. or Master degree in Town Planning/ Urban Planning/ Regional Planning/ Urban Design with experience of GIS Software.

Desirable:

- Masters Degree in Planning with specialisation in Urban Planning
- Minimum of three years' work experience in urban planning with experience of urban infrastructure and housing related projects.
- Experience of reform oriented projects is desirable.
- Fluency in English and local language.

Social Development Specialist: Essential Qualification: Master Degree in Social Science/Social work from a recognized University or Institution.

Desirable:

- Minimum of three years 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 and community participation processes
- Fluency in English local language.

Capacity Building/ Training Specialist: Essential Qualification: Master or doctoral Degree in Social Science/ Social work/ Economics from a recognized University or Institution.

Desirable:

- Practical experience of working in the development areas, preferably in urban development
- Minimum of three years experience in urban sector
- Wide knowledge and experience in implementing governance reforms
- Training in organizational behaviour and management of institutional change processes
- Experience in designing capacity building activities, preferably in the municipal environment

Project / Engineering Specialist: Essential Qualification: BE (Civil) from a recognized University or Institution. It is desirable that the Project / Engineering Specialist shall have:

- Post graduate degree in Engineering with specialization in public health 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.

Appendix III – Roles, Responsibilities and Broad Scope of Work of the Consultant

The Consultant shall be responsible for providing manpower as required for formation of the CLTC at **Bhubaneswar Municipal Corporation, Bhubaneswar** and act as an extended arm of SLNA / SLTC and ULB for providing wholesome support for implementing the RAY scheme.

The broad based scope of work for the CLTC by the Consultant at the office of Bhubaneswar Municipal Corporation shall be –

1. Coordination and providing requisite support to the SLTC and SLNA time to time for successful implementation of RAY scheme in that city
2. Preparation of Inventory of existing Spatial Data
3. Obtaining Satellite Image of the City and its Fringes
4. Geo-referencing of Satellite Images and preparing Base Map for entire Urban Agglomeration area
5. Identification & Demarcation of Slum areas & Vacant Lands on Base Map
6. Delineation of Slum Areas and Mapping Slum Infrastructure with Total Station Survey
7. Providing support to conduct Household Socio-economic & Bio-metric Surveys to be carried out by third party survey agency
8. Ensuring accurate and time bound data entry through third party vendors and reporting in the appropriate software developed by Ministry of Housing and Urban Poverty Alleviation
9. Mapping Land-ownership/Tenure Status
10. Categorization of Slums - Evaluating Options available to Slum Communities for Redevelopment
11. Reconfiguration of Slums - Choice Slum Redevelopment Model
12. Formulation of Slum-free City Plan
13. Review/ Modification to Master Plan/ CDP
14. Preparation of Capacity Building Plan and its execution

Please refer Annexure IV of the RAY Guidelines for “Slum Free City Planning” for details.

The above scope of services is based on the guideline as mentioned in the “Rajiv Awas Yojana (RAY) – Guideline for Slum free City Planning”, published by Govt. of India, Ministry of Housing & Urban Poverty Alleviation (MoHUPA).

The above guideline along with other subsequent amendments / notifications / instructions, pertaining to implementation of the RAY Scheme, issued from time to time by GoI & GoO, shall also form the part of the scope of services of CLTC and forms an inseparable part of this Agreement.

Appendix IV – Applicable Fees and Charges payable to the Consultant

1. FEES

BMC shall pay the Consultant a fee of INR -----/- (Indian Rupees ----- only), less applicable TDS, per month from the date of deployment of the Consultant's personnel at the ----- . 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 the BMC to the Consultant.

Appendix V – Performance Bank Guarantee (If Consultant places the Performance Security with the BMC in the form of a Performance Bank Guarantee, that guarantee in original shall constitute this Appendix)

[Details as applicable to be filled in]

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Consultant]*

PERFORMANCE GUARANTEE No.:

Dated:

ULB's Name

Address of the ULB

Dear Sirs,

We have been informed that *[insert complete name of Consultant]* (hereinafter called "the Consultant") has received a Letter of Intent issued by you for entering into a Contract with you, for providing City Level Technical Cell as fully described in your RFP no *****, dated ***** (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the said RFP a Performance Guarantee is required as condition precedent for entering into the Contract.

At the request of the Consultant, we hereby irrevocably undertake to pay you any sum(s) not exceeding Rupees One lac only (Rs 1,00,000.00 only) upon receipt by us of your first demand in writing declaring the Consultant to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand of the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*, and any demand for payment under it must be received by us at this office on or before one calendar month after the expiry date i.e. on or before the *[insert number]* day of *[insert month]* *[insert year]*.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signatures of authorized representatives of the bank and the Contractor]

Formats:

Form-A

TECHNICAL PROPOSAL

Letter of Proposal

(On Applicant's letter head)

Dated:

To

The Commissioner,

Bhubaneswar Municipal Corporation,

Bhubaneswar- 751014, Odisha.

Sub: Technical Proposal For Setting Up Of City Level Technical Cell For Rajiv Awas Yojana At
“**Bhubaneswar Municipal Corporation, Bhubaneswar**”

Dear Sir,

1. With reference to your RFP document dated *****, I / we, having examined the RFP Documents and understood their contents, hereby submit our Proposal for setting up City Level Technical Cell at **Bhubaneswar Municipal Corporation, Bhubaneswar**. 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 Applicant for undertaking the Project.
 4. We shall make available to BMC any additional information it may find necessary or require to supplement or authenticate the Bid.
 5. We acknowledge the right of BMC 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. We declare that:
 - a. We have examined and have no reservations to the Bidding Documents, including any Addendum issued by BMC.
 - b. We do not have any conflict of interest in accordance the RFP document;
 - c. 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 BMC or any other public sector enterprise or any government, Central or State; and
 - d. 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. 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. We declare that we have no business relationship with a/ any other firm submitting a Proposal for the Project.
10. 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. 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. 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. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we shall intimate BMC of the same immediately.
14. 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 BMC 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 our being declared as the successful Applicant, We agree to enter into a Agreement in accordance with the draft attached in the RFP document.
16. We have studied all the RFP Document 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 BMC or in respect of any matter arising out of or concerning or relating to the selection Process including the award of contract.
17. The Consultancy Fee has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement.
18. In accordance with the RFP Document, we offer separate Proposal Security of Rs. 25,000/-(Rupees Twenty Five Thousand only) vide DD/ Pay Order/ Bankers Cheque no. --- ----- dated ----- drawn on -----, ----- Branch payable at Bhubaneswar to **Commissioner, BMC** for submission of our Proposal for **Bhubaneswar Municipal Corporation, Bhubaneswar**.
19. The RFP Document Purchase Fee of Rs.5,200/- in the form of a vide DD/ Pay Order/ Bankers Cheque no (----- dated ----- drawn on -----, ----- Branch, payable to Commissioner, Bhubaneswar Municipal Corporation at Bhubaneswar) is attached.
20. We agree and understand that the Proposal is subject to the provisions of the RFP Documents. In no case, 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. We agree to keep this offer valid for 180 (one hundred and eighty) days from the Proposal Due Date specified in the RFP.
22. 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 Applicant

1. Name of applicant :

2. Constitution of the applicant:

3. Registered Office :

4. Odisha Office:

5. Date of registration / incorporation:

6. Main Business Activities :

7. Names of Govt. Dept. / Public Sector undertaking / Pvt. Sector / International clients to whom the bidder has provided similar services, if any:

8. Details Of Main Branches :

9. 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)

2010-11:
2011-12:
2012-13:

10. Approach & Methodology: (Please DO NOT detail activities to be undertaken under RAY here. Bidders should indicate their approach to the task i.e. setting up the City Level Technical Cells; the challenges they foresee and how they plan to overcome those challenges.)

11. 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 for a period of last three years

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-D

CURRICULUM VITAE (CV) OF PROPOSED PROJECT TEAM LEADER

Name:

Date of Birth:

Years with Applicant:

Nationality

Membership of Professional Societies:

Detailed Task Assigned:

Key Qualifications: [First specify which role will be fulfilled by the Team Leader in her / his individual capacity and give qualifications required for that position.]

Education: [Summarize college/university and other specialized education of staff member, giving their names, dates attended, and degrees obtained. Use about one quarter of a page]

Note:-

- Please affix a recent photograph of the person on first page of CV.
- Please provide complete address and phone number
- Document for proof of age is to be enclosed.
- Document for proof of qualification is to be enclosed.

Employment Record: [Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, name of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about three quarters of a page. The employment record should give evidence of the person’s suitability for a managerial (leadership) position.]

Languages:
 Indicate language facility as Excellent, Good, Fairly good, Poor, None separately under “spoken” and “written” classifications for each language.

		Spoken	Written
1	English		
2	Odia		
3	Telugu		
4	Hindi		

Certification

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

- (i) This CV correctly describes my qualifications and my experience.
- (ii) I am committed to undertake the assignment within the validity of Proposal.

Name & Signature of the Person designated as Team Leader

Name & signature of the authorized signatory (on behalf of the applicant)

Form E
(Financial Proposal)

To
The Commissioner,
Bhubaneswar Municipal Corporation
Vivekananda Marg, Gautam Nagar,
Bhubaneswar, Odisha - 751 014

Sub: Financial Proposal For Setting Up Of City Level Technical Cell For Rajiv Awas Yojana At
Bhubaneswar Municipal Corporation, Bhubaneswar

1. We, the undersigned, offer to provide the consulting services for the above in accordance with your RFP. Our Financial Proposal is/ are as follows:

Name of City	Financial Quotation
Bhubaneswar	Rs..... (Rupees -----) per month*. (Amount in words and figure)

The above amount is exclusive of all applicable taxes including service tax and eligible out of pocket expenses.

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, i.e. (Date).

3. This financial proposal covers remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents or any other payments in relation to the Project etc. The Financial Proposal is without any condition.

4. We undertake that in competing for and, if the award is made to us, in executing the above services, we will strongly observe the laws against fraud and corruption to force in India namely "Prevention of Corruption Act 1988" We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address

*TDS will be deducted as per income tax rules

Form F

PROFORMA FOR BANK GUARANTEE FOR PROPOSAL SECURITY

(Bank Guarantee to be submitted along with bid, to be issued on stamp papers of appropriate value)

REF. NO BANK GUARANTEE NO DATED.....

To,
The Commissioner
Bhubaneswar Municipal Corporation
Vivekananda Marg, Gautam Nagar,
Bhubaneswar, Odisha - 751 014

Dear Sirs,

We have been informed that you have floated a Request for Proposal (RFP) no and that (*insert the name of the bidder*) having its Head / Registered Office at hereinafter referred to as the Bidder (which expression, unless repugnant to the context or meaning thereof mean and include all its successors, administrators and executors) desire to submit a bid against the said RFP.

Furthermore, we understand that, according to the conditions of the RFP, a Bank Guarantee is required as Proposal Security. At the request of the Bidder, we hereby irrevocably undertake to pay you any sum(s) not exceeding Rs 25,000/= (Rupees Twenty-five thousand only) upon receipt by us of your first demand in writing declaring the bidder to be in default under the terms of the RFP, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand of the sum specified therein.

This Guarantee shall expire no later than the [*insert number*] day of [*insert month*] [*insert year*], and any demand for payment under it must be received by us at this office on or before that date.

We agree to a one-time extension of this Guarantee for a period not to exceed [*six months*], in response to the Bidder's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

[*Signatures of authorized representatives of the bank*]
Name and address of the Bank Branch issuing the Guarantee"