

To

The Commissioner,
Municipal Corporation, Panchkula

Memo No. TA II /DULB /2016/643
Dated: 15.09.2016

Subject: E-Tendering for appointment of consulting firm for Project Development & Management Consultant (PDMC) for Atal Mission for Rejuvenation and Urban Transformation (AMRUT), Haryana.

2. Reference on the subject cited above.
I have been directed to forward Request for Proposal alongwith e-Tender Notice on the subject cited above for inviting e-Tendering and intimate to this office after uploaded the tender document on the website.

It may kindly be accorded TOP PRIORITY.

DA: As above.

Executive Engineer-I,
for Director, Urban Local Bodies,
Haryana, Panchkula

CC:

1. Sh. Anil Mehta, Superintending Engineer, MC Panchkula
2. Nodal Officer, Website, ULB Department



MUNICIPAL CORPORATION PANCHKULA

e-TENDER NOTICE

On behalf of Haryana Urban Infrastructure Development Board, technical and financial proposals/bids through double envelope system are invited through E- tendering on portal <https://haryanaeprocurement.gov.in> from experienced agencies for the work mentioned below:-

Sr. No	Name of Work	Bid Document Fee + E-service Fee (Rs.)	EMD (Rs.)	Tender Download Start Date	Pre-bid Meeting	Tender submission End Date	Tender Opening Date	Duration of PMU/ PIUs
1.	Appointment of Project Development & Management Consultant (PDMC) for execution of Atal Mission for Rejuvenation And Urban Transformation (AMRUT)	10,000/- + 1,000/- (11,000/-)	25.00 LACS	16.09.2016	26.09.2016 (02.30 PM)	07.10.2016 (04.00 PM)	12.10.2016 (03.00 PM)	Three years

The bidder must furnish details of the relevant past experience with certificates of authority, Agency profile, audited financial results as per the format prescribed in the Request for Proposal (RFP) document to be downloaded from <https://haryanaeprocurement.gov.in> and <http://ulbharyana.gov.in>. The Pre Bid meeting will be held in the O/o Haryana Urban Infrastructure Development Board, Bays No. 11-14, Sector-4, Panchkula.

The recruitment of PDMC shall be for the following ULBs: Gurgaon, Panchkula, Ambala (City-Sadar), Yamuna Nagar (YN-Jagadhari), Karnal, Hisar, Rohtak, Faridabad, Panipat, Kaithal, Rewari, Bhiwani, Thanesar, Sonapat, Bahadurgarh, Palwal, Sirsa, Jind and HUIDB.

Information regarding Online Payment of Tender Document, E-service & EMD

Fee:- The agencies can download the tender document from the Portal: <https://haryanaeprocurement.gov.in>. The agencies shall have to pay for the Tender document/RFP document, EMD Fee & E-service Fee online by using the service of secured Electronic Payment Gateway. The secured Electronic Payment Gateway is an online interface between the agencies and online payment authorized networks. The payment for Tender Document Fee and E-service Fee can be made by eligible agencies/ agencies online directly through Debit Cards & Internet Banking Accounts whereas the payment for EMD can be made through Banker's Cheque or Demand Draft.

Note:-If the tenders are cancelled or recalled on any ground(s), the tender document fee & E-service fee will not be refunded to the agencies/ agencies.

All the tenders will be received through e-tendering only. Tenders will be opened on the prescribed date as mentioned above in the presence of the agency or their representative, who like to be present in the office of Haryana Urban Infrastructure Development Board, Bays No. 11-14, Sector-4, Panchkula .

The other terms and conditions regarding above tender notice can be read/seen on website <https://haryanaeprocurement.gov.in>.

Superintending Engineer
For Commissioner, Municipal Corporation,
Panchkula.

Recruitment of Consulting Firm for

PROJECT DEVELOPMENT &MANAGEMENT
CONSULTANT (PDMC)
for
ATAL MISSION *for* REJUVENATION *and*
URBAN TRANSFORMATION (**AMRUT**)

HARYANA

RFP No: HUIDB/PDMC/2016-17/02

Request for Proposal

Issued on:	16.09.2016
Employer:	Haryana Urban Infrastructure Development Board (HUIDB)
Represented by:	Chief Administrator, Haryana Urban Infrastructure Development Board (HUIDB), Panchkula

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Project Name:

ATAL MISSION FOR REJUVENATION AND
URBAN TRANSFORMATION (AMRUT)

Name of the Ministry/ Department:

Haryana Urban Infrastructure Development Board
(HUIDB)

Title of Consulting Services:

PROJECT DEVELOPMENT AND
MANAGEMENTCONSULTANT FOR ATAL
MISSION FOR REJUVENATION AND URBAN
TRANSFORMATION (AMRUT)

SECTION 1: RFP NOTICE

HARYANA URBAN INFRASTRUCTURE DEVELOPMENT BOARD (HUIDB)

Bays No. 11-14, Sector-4, Panchkula, Haryana

INVITATION FOR CONSULTING SERVICES

**Recruitment of Consulting Firm for
PROJECT DEVELOPMENT & MANAGEMENT CONSULTANT (PDMC)
for ATAL MISSION *for* REJUVENATION *and* URBAN TRANSFORMATION (AMRUT)
including Project Management of other Notified Schemes in Project Area**

Request for Proposal

HUIDB intends to appoint Project Development & Management Consultant (PDMC) for execution of Atal Mission for Rejuvenation And Urban Transformation (AMRUT) including Project Management of other Notified Schemes in Project Area. The PDMC shall support ULBs in development and implementation of projects like Supervision and Quality Control, Contract Management and other works assigned to PDMC as per AMRUT guidelines (excluding preparation of Detailed Project Reports). The method of selection shall be Quality cum Cost Based Selection (QCBS) in 80:20 ratio.

The recruitment of PDMC shall be for the following for the following ULBs: Gurgaon, Panchkula, Ambala (City-Sadar), Yamuna Nagar (YN-Jagadhari), Karnal, Hisar, Rohtak, Faridabad, Panipat, Kaithal, Rewari, Bhiwani, Thanesar, Sonapat, Bahadurgarh, Palwal, Sirsa and Jind.

HUIDB is the State Level Nodal Agency for implementation of AMRUT Scheme in the State. Through this Notice, HUIDB invites proposals for Selection of Consulting Firm for Project Development & Management Consultant (PDMC) for AMRUT. Interested organizations should provide information demonstrating that they have the required qualification and relevant experience to perform the relevant tasks. Detailed information docket may be downloaded from official departmental website <http://ulbharyana.gov.in>, <https://haryanaeprocurement.gov.in> or may be obtained from the office of the undersigned during office hours. RFP (as mentioned in the information docket) along with the Bid Processing fee of **Rs. 11,000/-** (Rs. 10,000+ Rs. 1,000) Modifications/Amendments/Corrigendum, if any shall not be advertised in the news paper but shall be published in the departmental website only. The undersigned reserve the right to change the terms and conditions, select/reject any application without assigning any reason thereof.

Date: 16.09.2016

**Chief Administrator,
Haryana Urban Infrastructure Development
Board (HUIDB),
Panchkula**

SECTION 2: INSTRUCTIONS TO CONSULTANTS

PART I: STANDARD

1. Definitions

- 1.1 “Employer” means the HUIDB who have invited the bids for consultancy services and/or with which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.
- 1.2 “Consultant” means any entity or person or associations of person that may provide or provides the Services to the Employer under the Contract.
- 1.3 “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- 1.4 “Project specific information” means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- 1.5 “Day” means calendar day.
- 1.6 “Government” means the government of Haryana
- 1.7 “Instructions to Consultants” (Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their proposals.
- 1.8 “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Employer to the consultants.
- 1.9 “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Domestic Personnel” means such professionals and support staff who at the time of being so provided had their domicile in India.
- 1.10 “Proposal” means the Technical Proposal and the Financial Proposal.
- 1.11 “RFP” means the Request for Proposal prepared by the Employer for the selection of Consultants, based on the SRFP.
- 1.12 “SRFP” means the Standard Request for Proposals, which must be used by the Employer as a guide for the preparation of the RFP.
- 1.13 “Assignment / job” means the work to be performed by the Consultant pursuant to the Contract.
- 1.14 “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Assignment/job.
- 1.15 “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.

2. Introduction

- 2.1 The Employer named in the Part II Data Sheet will select a consulting firm/organization (the Consultant) from those to whom the LOI has been addressed, in accordance with the method of selection specified in the Part II Data Sheet.
- 2.2 The name of the assignment/Job has been mentioned in Part II Data Sheet. Detailed scope of the assignment/ job has been described in the Terms of Reference in Section 5.
- 2.3 The date, time and address for submission of the proposals have been given in Part II Data Sheet.
- 2.4 The Consultants are invited to submit their Proposal, for consulting Assignment/job named in the Part II Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.5 Consultants should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/job and Local conditions, Consultants are encouraged to meet the Employer's representative named in part II Data Sheet before submitting a proposal and to attend a pre-proposal meeting if one is specified in the Part II Data Sheet. Attending the pre-proposal meeting is optional. Consultants should contact the Employer's representative to arrange for their visit or to obtain additional information on the pre-proposal meeting. Consultants should ensure that these representatives are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.6 The Employer will provide at no cost to the Consultants the inputs and facilities specified in the Part II Data Sheet, assist the consultants in obtaining licenses and permits needed to carry out the Assignment/job, and make available relevant project data and reports.
- 2.7 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

3. Eligibility of Association of consultants and Sub-Consultants

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

Part II data Sheet. The combined score of the each member of the association of consultant shall be taken into account for evaluation purpose. However, the Employer shall deal with only the lead member for the purpose of this assignment. Although the contract shall be signed by all the members of the associations of the consultants, the lead member of the association of the consultant shall be responsible and liable to the Employer for every aspects of their proposal, contract etc.

4. Clarification and Amendment of RFP Documents

- 4.1 Consultants may request a clarification on any clause of the RFP documents up to the number of days indicated in the Part II Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Part II Data Sheet. The Employer will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 4.2 below.
- 4.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

5. Conflict of Interest

- 5.1 Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.
- 5.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities: (i) A firm that has been engaged by the Employer to provide goods, works or Assignment/job other than consulting Assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting Assignment/job related to those goods, works or Assignment/job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/job other than consulting Assignment/job resulting from or directly related to the firm's consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting Assignment/job; (ii) A Consultant (including its Personnel and SubConsultants) or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same or for another Employer. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting an Employer in the privatization of public assets shall not purchase, nor advice purchasers of, such assets. **Similarly, a Consultant hired to prepare Terms of Reference for an Assignment/job shall not be hired for the Assignment/job in question.**

Conflicting relationships (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

- 5.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms

of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.

- 5.4 No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies.

6. Unfair Advantage

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

7. Proposal

- 7.1 Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

8. Proposal Validity

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

9. Preparation of Proposals

- 9.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Employer shall be written in English language, unless specified otherwise.
- 9.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 9.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (a) If a Consultant considers that it may enhance its expertise for the Assignment/job by associating with other Consultants in sub-consultancy, it may associate with other Consultant.
 - (b) The estimated number of Professional staff-months for the Assignment/job is as shown in the Part II Data sheet. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants. While making the proposal, the consultant must ensure that he proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.
 - (c) Alternative professional staff shall not be proposed, and only one curriculum vita
 - (d) (CV) may be submitted for each position mentioned.
- 9.4 Depending on the nature of the Assignment/job, Consultants are required to submit a Technical Proposal (TP) in forms provided in Section-III. The Part II Data sheet in Section-II indicates the formats of the Technical Proposal to be submitted. **Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.** The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Form

Tech – I in Section-III is a sample letter of technical proposal which is to be submitted along with the technical proposal.

- (a) A brief description of the consultant's organization and in the case of a consortium/ joint venture, of each partner, will be provided in Form Tech-2. In the same Form, the consultant and in the case of a consortium/ joint venture, each partner will provide details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the Assignment/job, contract amount, and Consultant's involvement. Information should be provided only for those Assignment/jobs for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience along-with the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.
- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment/job; and on requirements for counterpart staff and facilities including: administrative support, office space, Domestic transportation, equipment, data, etc. to be provided by the Employer (Form TECH-3 of Section 3).
- (c) A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member and their tasks is to be provided in Form TECH-5 of Section 3.
- (e) Estimates of the staff input needed to carry out the Assignment/job needs to be given in Form TECH-7 of Section 3. The staff-months input should be indicated separately for each location where the Consultants have to work and / or provide their key staff.
- (f) CVs of the Professional staff as mentioned in para 9.4 (d) above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).

- (g) A detailed description of the proposed methodology and staffing for training needs to be given, if the Part II Data sheet specifies training as a specific component of the Assignment/job.
- 9.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.
- 9.6 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the Assignment/job, including (a) remuneration for staff and (b) reimbursable expenses indicated in the Part II Data sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign (if applicable) and domestic expenditures. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

10. Taxes

- 10.1 The Consultant shall fully familiarize themselves about the applicable to Domestic taxes (such as: value added or sales tax, service tax or income taxes, duties, fees, levies) on amounts payable by the Employer under the Contract. All such taxes must be included by the consultant in the financial proposal.

11. Currency

- 11.1 Consultants shall express the price of their Assignment/job in India Rupees.[In case of assignment where payments in foreign currency are allowed to be made, the consultants are free to make their quote in any foreign currency. The employer shall mention the provision regarding conversion of such foreign currency to Indian Rupees]

12. Earnest Money Deposit (EMD)

12.1 Earnest Money Deposit

- I. An EMD of Rs. 25 lacs (Indian Rupees Twenty Five lacs only), in the form of DD/FDR/Bank Guarantee (Format annex-I) drawn in favour of the Employer (Chief Administrator, Haryana Urban Infrastructure Development Board (HUIDB), Panchkula) and payable at Panchkula, must be submitted along with the Proposal.
- II. Proposals not accompanied by EMD shall be rejected as non-responsive.
- III. No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- IV. No bank guarantee will be accepted in lieu of the earnest money deposit.
- V. The EMD of the bidders would be returned back within one month of signing of the contract.

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

- I. If Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.

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

13. Bid Processing Fees

All consultants are required to pay Rs. 10,000/- (Indian Rupees Ten Thousand Only) towards Bid Processing Fees in the form of demand Draft drawn in favour of Chief Administrator, Haryana Urban Infrastructure Development Board, Haryana and payable at Panchkula. The Bid Processing Fee is Non-Refundable.

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

14. Submission, Receipt, and Opening of Proposal

- 14.1 The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 14.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 14.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the Assignment/job. The envelopes containing the Technical Proposals, Financial Proposals, EMD and bid processing fees shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE [insert the time and date of the opening indicated in the Data sheet]". The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection.

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

- 14.4 The Proposals must be sent to the address/addresses indicated in the Data sheet and received by the Employer no later than the time and the date indicated in the Data sheet,

or any extension to this date in accordance with para 4.2 above. Any proposal received by the Employer after the deadline for submission shall be returned unopened.

15. Proposal Evaluation

- 15.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.
- 15.2 The employer has constituted a Consultant Selection Committee (CSC) which will carry out the entire evaluation process.
- 15.3 Evaluation of Technical Proposals:
CSC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.
- 15.4 The CSC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined in the Data sheet.
- 15.5 Public opening & evaluation of the Financial Proposals:
Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified the Data sheet, in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, their technical score (if required) and their financial proposal shall be read aloud.
- 15.6 The CSC will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. **If permitted under RFP to quote in any currency other than Indian Rupees, prices shall be converted to Indian Rupees using the selling rates of exchange, source and reference date indicated in**

the Data sheet. Normally, the date will be the date of opening of the tender unless specified otherwise in the Data sheet.

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

16. Negotiations

- 16.1 Negotiations will be held at the date, time and address intimated to the qualified and selected bidder. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
- 16.2 Technical negotiations: Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Employer and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Assignment/job”. Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the Assignment/job. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Consultant.
- 16.3 Financial negotiations: After the technical negotiations are over, financial negotiations should be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstance, the financial negotiation shall result in to increase in the price originally quoted by the consultant. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Employer with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.
- 16.4 Availability of Professional staff/experts: Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Employer expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available. The Employer will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organisation. If this is not the case and if it is established that Professional staff were offered in the proposal

without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

- 16.5 Conclusion of the negotiations: Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the Consultant will initial the agreed Contract. If negotiations fail, the employer will reject all the proposals received and invite fresh proposals.

17. Award of Contract

- 17.1 After completing negotiations the Employer shall issue a Letter of Intent to the selected Consultant and promptly notify all other Consultants who have submitted proposals about the decision taken.
- 17.2 The consultants will sign the contract after fulfilling all the formalities/pre-conditions including Performance Guarantee as mentioned in the standard form of contract in Section-6, within 15 days of issuance of the letter of intent.
- 17.3 The Consultant is expected to commence the Assignment/job on the date and at the location specified in the Part II Data Sheet.

18. Confidentiality

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

PART-II: DATA SHEET

SL. No.	Ref of ITC	Particulars	
1.	2.2	Name of the Employer:	Haryana Urban Infrastructure Development Board (HUIDB)
2.	2.2	Name of the Assignment/job is:	PROJECT DEVELOPMENT AND MANAGEMENT CONSULTANT FOR ATAL MISSION FOR REJUVANATION AND URBAN TRANSFORMATION (AMRUT)
3.	2.5	A pre-proposal meeting will be held:	YES Date: 26.09.2016 Time: 02.30 PM Venue: Haryana Urban Infrastructure Development Board (HUIDB), Panchkula
4	14.4	Date & time and address for submission of proposal/ bid:	Date: 07.10.2016 Time: 04.00 PM Venue: Haryana Urban Infrastructure Development Board (HUIDB), Panchkula
5	2.5	The Employer's representative is:	Chief Administrator, Haryana Urban Infrastructure Development Board (HUIDB), Panchkula
		Address:	Haryana Urban Infrastructure Development Board (HUIDB), Bays No. 11-14, Sector-4, Panchkula
		Telephone:	0172-2570020
		Facsimile:	0172-2570021
		E-mail:	cedulb@gmail.com , xen1dulb@gmail.com
6	2.6	The Employer will provide the following inputs and facilities:	Working Space will be provided by HUIDB/ULB at respective location & project site.
7		The Employer envisages the need for continuity for downstream work:	No
8	8.1	Proposals must remain valid days after the submission date, i.e. until:	120 days
9.	4.1	Clarifications may be requested not later than days before the submission date.	7 days

		The address for requesting clarifications is:	Chief Administrator, Haryana Urban Infrastructure Development Board (HUIDB), Bays No. 11-14, Sector-4, Panchkula
		Facsimile:	0172-2570021
		E-mail:	cedulb@gmail.com , xen1dulb@gmail.com
10.	9.3 (a)		Name of Sub Consultant (if proposed) shall also be mentioned along with technical details
11.	9.3 (b)	The estimated number of Professional staff-months required for the Assignment/job is:	3336 This quantity may vary as per mission and project requirement.
12	9.4		In addition to technical proposal, Consultants are required to submit financial proposal (as per forms prescribed in Section 4). Submission of the technical and financial proposal in improper form will render the proposal liable to be rejected.
13.	9.4	The formats of the Technical Proposal to be submitted are:	
		Form Tech 1: Letter of Proposal submission	Maximum of 2 pages
		Form Tech 2 : Consultant's organization & experience	Maximum of 20 pages
		Form Tech 3 : Comments & suggestions on TOR	Maximum of 2 pages
		Form Tech 4 : Approach & methodology	Maximum of 20 pages including charts and diagrams
		Form Tech 5 : Team composition	Maximum of 2 pages
		Form Tech 6 : Curriculum vitae	Maximum of 5 pages per CV
		Form Tech 7 : Staffing Schedule	Maximum of 3 pages
		Form Tech 8 : Work Schedule	Maximum of 3 pages
		Form Tech 9: Comment / modification suggested on draft contract.	Maximum of 2 pages
		Form Tech 10: Information regarding any conflicting activities and declaration thereof.	Maximum of 1 page
14.		Training is a specific component of this	NO

		Assignment/job	
15.	11.1	Consultant to state the cost in	Indian Rupees
16.	14.3	Consultant must submit the original and 1 (One) copy of the Technical Proposal, and the original of the Financial Proposal.	
17.	15.4	Evaluation Criteria : Criteria, sub-criteria, for evaluation of Technical Proposals have been prescribed:	Detailed evaluation
18.	15.7	Method of Selection	Quality (80%) cum Cost (20%) Based Selection QCBS - 80:20
19.		Expected date for commencement of consulting Assignment/job	28.10.2016
20.		Location for performance assignment:	Haryana and 18 ULBs, List of ULBs mentioned in Scope of work Section of This RFP.

PART-III: ELIGIBILITY AND EVALUATION

1.1 Eligibility Criteria Stage 1: The Consultant shall have atleast the following:

1. The Consultancy Firm should have a minimum of 15 (Fifteen) years of experience in the field of consultancy in various urban infrastructure projects funded under various schemes of Govt. of India and the state government.
2. The Consultant (in case of single business entity)/ Lead Member (in case of Consortium) should have a minimum **average annual turnover of Indian Rs. 25 (Twenty five) crores** during the last three (3) financial years. (In case of consortium maximum number of consortium partner is restricted to three).
3. Should have Experience in **at least 5 (Five)** similar assignments Project Management Units (PMU)/ Project Management Consultancy (PMC)/ Technical Assistance (TA) or Project Planning and Design for similar assignments at government levels (Central/ State/ Municipal).

The detailed technical evaluation of Proposals satisfying the above minimum eligibility conditions shall be done at stage 2.

1.2 Eligibility Criteria Stage 2: The Consultant should at least obtain the minimum threshold marks in (i) including sub criteria, (ii) & (iii) below table of point system. The Criteria, sub-criteria and point system for detailed evaluation shall be as follows:

Sl. No.	Criteria	Marks
(i)	Specific experience of the consultant firm relevant to the assignment/job Minimum Qualifying Marks-18	35 marks
a)	Experience as project management consultant/ Technical Advisory / Design and/or Supervision consultant in urban (Water Supply) sector issues with value of contract (for consultancy service) of at least Rs. 1 crore . (1 mark per project subject to maximum 10 marks) - Minimum Qualifying Marks-7	10 marks
b)	Experience as project management consultant/ Technical Advisory / Design and /or Supervision consultant in urban (Sewerage and Drainage) sector issues with value of contract (for consultancy service) of atleast Rs. 1 crore . (1 mark per project subject to maximum 10 marks) - Minimum Qualifying Marks-7	10 marks
c)	Experience as project management consultant/ Technical Advisory / Design and/or Supervision consultant in urban transportation sector issues or studies in Urban Sector (City development/ Strategic Plan, Master plans, City Sanitation Plans, Feasibility Study, Financial Assessments, City Investment Plan, Vision documents, City Business plans) with value of contract (for consultancy service) of atleast Rs. 0.5 crore . (2 marks per project subject to maximum 10 marks) - Minimum Qualifying Marks-7	10 marks
d)	Experience of carrying out of Project Management Units (PMU)/ Project Management Consultancy (PMC)/ Technical Assistance (TA) for	5 marks

	JnNURM and similar assignments at Government levels (Central/ State/ Municipal) of atleast Rs. 1 crore. (1 marks per project subject to maximum 5 marks) - Minimum Qualifying Marks-3	
(ii)	Proposed Approach, Methodology and Work Plan in response to the Terms of Reference.	15 marks
a)	Technical Approach & Methodology	6 marks
b)	Work plan	4 marks
c)	Organization & Staffing	3 marks
d)	Proposal Presentation	2 marks
(iii)	Key professional staff: Qualification & competency for the assignment / job.	50 marks
	Total (i, ii and iii) Overall Minimum Qualifying Marks-70	100 marks

1.2.1 Qualifications and competency of each of the key professional will be evaluated separately. The marks for key professionals will be further divided as under:

Sl. No.	Position	Nos.	Marks
a)	Team Leader cum Urban Management Specialist	1	8
b)	Deputy Team Leader / Construction Manager	1	6
c)	Design Engineer (Water Supply)	1	4
d)	Design Engineer (Waste Water)	1	4
e)	Design Engineer (Drainage)	1	4
f)	Design Engineer (Road)	1	4
g)	Solid Waste Management Expert	1	4
h)	System Engineer/ IT Expert	1	4
i)	PPP Expert	1	4
j)	Procurement Specialist	1	4
k)	Project Performance and Management Specialist (PPMS)	1	4
	Total	11	50

For evaluation of each of the key professionals the following sub-criteria shall be followed:

Sl. No.	Criteria	Score
a)	General and Educational Qualifications	20%
b)	Project Related Experience (Experience in carrying out similar assignment/job)	70%
c)	Experience of Urban Sector projects in multiple states	10%

1.3 Method of Selection:

The technical quality of the proposal will be given a weightage of 80%, the method of evaluation of technical qualification will follow the procedure given above. The price bids of only those consultants who qualify technically (Minimum Qualifying Marks: 70) will be

opened. The proposal with the lowest cost would be given a financial score of 100 and the other proposals would be given financial score that are inversely proportionate to their prices. **The financial proposal shall be allocated weight of 20%.** For working out the combined score, the employer will use the following formula:

Total points = $T(w) \times T(s) + F(w) \times LEC / EC$, where

T (w) stands for weight of the technical score.

T (s) stands for technical score

F (w) stands for weight of the financial proposal

EC stands for Evaluated Cost of the financial proposal

LEC stands for Lowest Evaluated Cost of the financial proposal.

The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and would be invited for negotiations.

SECTION 3: TECHNICAL PROPOSAL - STANDARD FORMS

FORM TECH-1: LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To: [Name and address of Employer]

Dear Sirs:

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

FORM TECH-2: CONSULTANT'S ORGANIZATION & EXPERIENCE

Form 2A: Format for Details of Consultant

1. Details of Consultant

a.	Name of consultant with full address	:	
b.	Tel. No.	:	
c.	Fax No.	:	
d.	Email	:	
e.	Year of Incorporation.	:	
f.	Name and address of the person holding the Power of Attorney.	:	
g.	(i) Place of Business.	:	
	(ii) Date of Registration.	:	
h.	Name of Bankers with full address.	:	
i.	Service Tax Registration Number (copy).	:	
j.	Permanente Account Number (copy).		
k.	Are you presently debarred / Black listed by any Government Department /Public Sector Undertaking /Any Employer? (If Yes, please furnished details)	:	
l.	Name and details (Tel / Mobile / E mail) of contact persons	:	

2. In case of a Consortium:

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

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

Form 2B: Format for Financial Capability of the Consultant

(Equivalent in Rs. crores)

Consultant*	------(Name of Consultant)				
FY	2012-13	2013-14	2014-15	Total	Average
Annual Turnover					
Net Profit					

Certificate from the Statutory Auditor

This is to certify that(name of the Consultant) has received the payments and earned net profit shown above against the respective years.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

- # The Consultant should provide the Financial Capability based on its own financial statements. Financial Capability of the Consultant's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Consultant.
- * Any Consultant should fill in details as per the row titled Annual turn over and net profit in the row below. In case the Consultant is a Consortium, for the purpose of evaluation on financial parameters, financial parameters of all the members shall be furnished in separate sheet for consideration.

Form 2C: Experience in similar assignments (Project Management Units/ Support Units/ Technical Support or Coordinator Consultants or similar at government levels (Central/ State/ Ulb)

List projects (not more than 5) in the last ten years which are similar to that in the RfP.

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

Form 2D: Experience as project management consultant/ Design and /or Supervision consultant in urban (Water Supply) sector issues with value of contract (for consultancy service) of at least Rs.100 lakh

List projects (not more than 10) in the last ten years which are similar to that in the RFP.

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

Form 2E: Experience as Project Management Consultant/ Design and Supervision Consultant in Urban (Sewerage and Drainage) Sector Issues with value of contract (for consultancy service) of at least Rs.100 lakh

List projects (not more than 10) in the last ten years which are similar to that in the RFP.

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

Form 2F: Experience as Project Management Consultant/ Design and Supervision Consultant in Urban Transportation Sector Issues with value of contract (for consultancy service) of at least Rs 50 lakh

List projects (not more than 10) in the last ten years which are similar to that in the RFP.

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

Form 2G: Experience of Studies in Urban Issues such as City Development/ Strategic Plan, Master Plans, City Sanitation Plans, Baseline Assessments, Financial Assessments, City Investment Plan, Vision Documents, City Business Plans, Non Revenue Water Study

List projects (not more than 10) in the last ten years which are similar to that in the RFP.

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

FORM TECH-3: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

A - On the Terms of Reference

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

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

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

FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

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

- a) Technical Approach and Methodology,
 - b) Work Plan, and
 - c) Organization and Staffing,
- a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) Work Plan. The consultant should **propose and justify** the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.
- c) Organization and Staffing. The consultant should **propose and justify** the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.].

FORM TECH-5: TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS

Professional Staff

Sr. No.	Name of Staff	Name of Firm	Area of Expertise	Position / Task assigned for this job

FORM TECH-6: CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position:
[For each position of key professional separate form Tech-6 will be prepared]:
2. Name of Firm:
[Insert name of firm proposing the staff]:
3. Name of Staff:
[Insert full name]:
4. Date of Birth:
5. Nationality:
6. Education:
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
7. Membership of Professional Associations:
8. Other Training:
9. Countries of Work Experience:
[List countries where staff has worked in the last ten years]:
10. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
11. Employment Record:
[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]:

To Year]:

Employer:

Positions held:

12. Detailed Tasks Assigned

[List all tasks to be performed under this Assignment/job]

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

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

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification:

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

Date:

Place:

[Signature of staff member or authorized
representative of the staff]

[Full name of authorized representative]:

FORM TECH-7: STAFFING SCHEDULE

Sl. No.	Name of Staff	Staff input (in the form of a bar chart)												Total Months
		1	2	3	4	5	6	7	8	9	10	11	12	
1.														
2.														
3.														
n.														

Note:

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the Assignment/job. For each staff indicate separately staff input for home and field work.

FORM TECH-8: WORK SCHEDULE

Sl. No.	Activity	Staff input (in the form of a bar chart)												Total Months
		1	2	3	4	5	6	7	8	9	10	11	12	
1.														
2.														
3.														
n.														

1. Indicate all main activities of the Assignment/job, including delivery of reports (e.g.: inception, interim, draft and final reports), and other benchmarks such as Employer approvals. For phased Assignment/jobs indicate activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in the form of a bar chart.

FORM TECH-9: COMMENTS / MODIFICATIONS SUGGESTED ON DRAFT CONTRACT

[Here the consultant shall mention any suggestion / views on the draft contract attached with the RFP document. The consultant may also mention here any modifications sought by him in the provisions of the draft contract. This information shall be used at the time of the negotiations. However, the Employer is not bound to accept any/all modifications sought and may reject any such request of modification.]

FORM TECH-10: INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

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

If no, please certify,

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

Authorized Signature [In full and initials]:

Name and Title of

Signatory:

Name of Firm:

Address:

SECTION 4: FINANCIAL PROPOSAL - STANDARD FORMS

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Employer]

Dear Sirs:

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

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph 4 of the Part II Data Sheet.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

¹Sub Total (A) as per Form FIN 2

FORM FIN-2: SUMMARY OF COSTS

Sl. No.	Particulars	Form	Amount in Rupees *	Amount in words
A. Competitive Components				
1	Remuneration	FIN 3		
2	Reimbursable expenses	FIN 4		
Sub Total (A)¹				
B. Non Competitive Components				
3	Provisional Sum			
4	Contingency			
Sub Total (B)				
	Total Cost of Financial Proposal (A+B)			
5	Service Tax / Any other tax			
GRAND TOTAL				

Authorized Signature
 Name:
 Designation
 Name of firm:
 Address:

¹ **The Evaluation of Proposal shall be done on Competitive Components only**

FORM FIN-3: BREAKDOWN OF REMUNERATION

(Professional Staff and Support Staff)

(for details please refer to Note below)

Sl. No.	Name of Staff	Position	Man Month	Proposed	Total Amount
			Rates (A) in Rupees	Man Months (B)	in Rupees.* (A)*(B)
	Key professionals * ¹				
1					
2					
3					
4					
	Support Staff * ²				
	Total				

*- Mention the currency in which the prices are quoted if it is permitted to do so under RFP.

*1 Key Professionals are to be indicated by name

*2 Support Staff is to be indicated per category (e.g: Draftsman, Assistant etc.)

Total Remuneration = _____ Amount in Rupees (Amount in Words):

Note:

1 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, Assistants etc.). Cost of Secretarial services, if any, will be indicated in form Fin-5.

2 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5 & 7.

3 Indicate separately staff-month rate for each activity separately.

FORM FIN-4: BREAKDOWN OF REIMBURSABLE EXPENSES

(To be customized by the State as per the requirement. The assumption is based on 48 months with 18 project office and 1 central office. The quantity to be corrected as per the State)

Sl. No.	Description	Unit	Quantity	Unit Price In Rupees	Total Amount in Rupees
1.	Per diem allowance, including hotel allowance, for experts for every day of absence from the home office for the purposes of the Services	Per day	----- (estimated Quantity)	<i>Ceiling of unit rate will be as per class allowance fixed by State Government</i>	
2.	Cost of office operation, including overheads and back-stop support at central (One) office	Per Month	48		
3.	Cost of office operation, including overheads and back-stop support at project cities (Nine)	Per Month	48*9 (Month and City; to be finalised as per number of cities)		
4.	Cost of office accommodation in project cities/ Central office city with power and water charges complete	Per Month	48*10 (Month and City; to be finalised as per number of cities)		
5	Local Transport at Central Office	Vehicle Month	48		
6	Local Transport at Project Cities	Vehicle Month	48*9		
7	Communication Costs to all personnel and Office at Central office	Per Month	48		
8	Communication Costs to all personnel and Office at Project Cities	Per Month	48*9		
9.	Cost of Reports Production (including printing) and delivering to the Client at project Cities and Central office	Per Month	48*10		
10	Other Allowances where applicable				
Sub Total: Reimbursable Expenses carried to FIN 2					

PROVISIONAL SUMS

i	Office Equipment	LS	To be estimated and indicated	
ii	Survey, Tests, Investigation and Reports etc	LS	To be estimated and indicated	
iii	Workshops and Seminar	LS	To be estimated and indicated	
iv	Intercity Travels	LS	To be estimated and indicated	
Sub Total: Provisional Sums				
Contingency				To be clearly indicated in RFP. Approx. 5-10% of the estimated cost
TOTAL: REIMBURSABLE +PROVISIONAL SUM +CONTINGENCY				

*** Total Reimbursable: = _____ Total amount in Rupees (Amount in words):**

NOTE FOR PREPARATION OF FINANCIAL PROPOSAL

- 1 **Form FIN-1** Financial Proposal Submission Form shall be filled as per the instructions provided in the Form.
- 2 **Form FIN-2** Summary of Costs: Form FIN-2 provides a summary of the elements of estimated costs for implementation of the proposed Consultant services.
- 3 **Form FIN-3** Remuneration

- (i) The purpose of Form FIN-3 is to identify the monthly billing rates for each Personnel to be fielded by the Consultant as part of its proposed team of experts.
- (ii) Months; number of months input to match that shown on the personnel schedule (Form TECH-7, Section 3). The month shall be calculated as per follows:

1 year = 12 months = 252 working days

- (iii) Support Staff is also included in this form.

4 **Form FIN-4** – Reimbursable Expenses

The purpose of Form FIN-4 is to identify all reimbursable expenditures in local currencies considered by the Consultant necessary to carry out the assignment.

- (i) Per Diem allowance

The Per Diem allowance shall be paid for stay requirements outside Home Office (Office (Central or Project city assigned to the Personnel) night for night spent away outside Home Office during such travel. The travel shall be undertaken with prior consent of the Client. The payment will be made on lump sum basis without any supporting vouchers.

- (ii) Office Operations

The Consulting firm is required to quote expenses for office expenses towards office operation and maintenance including all consumables and documentations as required for the project. The monthly payment shall be made on lump sum basis without any supporting vouchers.

- (iii) Office Accommodation

This shall be applicable only in case the office accommodation is not provided by the Project City or Central Office. The Consulting firm is required to quote rental value of accommodation for Office. The monthly payment shall be made on actual basis on submission of supporting vouchers.

- (iv) Local Transport

The Consulting firm is required to quote expenses for local transportation at central and project office as required for the project. The monthly payment shall be made on lump sum basis with proof of availability of vehicle. The arrangement to be finalize at Contract Negotiations

- (v) Communication Costs

The Consulting firm is required to quote expenses for Communication Costs to all personnel and office as required for the project. The arrangement for lump sum basis or on actuals to be finalize at Contract Negotiations.

(vi) Report Production

The Consulting firm is required to quote lump sum expenses for Report Production as required for the project. The arrangement for payments be finalize at Contract Negotiations.

5 Provisional Sums and Contingencies

All expenditures under the project, which are to be paid under provisional sums on actual basis, shall be done maintaining financial propriety. The Financial propriety means purchasing of any article from open market on most competitive rates based on at least three quotations or by calling tenders. Consulting firm has to provide certificate that material is purchased on lowest rate in the market.

All equipment, furniture items, documents, reports and other articles purchased by the Consultant from the project fund shall be property of Client. At the end of Contract, the firm will hand over all these articles and equipment in working conditions to the Client. Proper stock register of purchases and store articles shall be maintained by firm and shall be made available for stock verifications as required. Following expenditures shall fall under provisional sums and shall be reimbursed on actual basis. a. Office equipment

All necessary office equipment and furniture like computer hardware, printers, software, networking devices, maintenance & up-gradation of the system, fax machines, EPABX, photocopier, ACs, chairs, tables etc. as applicable under project shall be purchased by the consulting firm. Purchases shall be made in consultation with the Client. The firm will assess the requirement and specifications of the equipment to be procured and have these approved by Client before purchase.

b. Workshops and seminars

The expenditures made on meetings, seminars and workshops etc. with the approvals of SMD/ PIU shall be reimbursed based on actual. c. Intercity travel

The cost of vehicle transportation (Four wheeler on hire) for miscellaneous travels required for intercity travel for performance of the work, etc. The cost of transport for personnel by AC sleeper or AC Chair-car by trains / deluxe buses/ flight required for performance of the services to visit the other towns and attend IIIrd party inspections etc. with the approval of the SMD/PIU (as applicable). The payment will be considered for actual number of trips desired by the SMD/PIU for performance of services and will be reimbursed on the actual basis from provisional sum.

6 Contingencies

The provision of contingencies shall be there as indicated.

SECTION 5. TERMS OF REFERENCE

TERMS OF REFERENCE FOR “PROJECT DEVELOPMENT AND MANAGEMENT CONSULTANT”

1. BRIEF DESCRIPTION OF TASK

This Terms of Reference is for providing consulting services to assist the 18 *Urban Local Bodies (ULB) & the State, Haryana Urban Infrastructure Development Board (HUIDB) and Directorate of Urban Local Bodies (DULB)*, to implement the urban development program under AMRUT scheme. This work will be carried out by a Project Development and Management Consulting firm, henceforth referred to as ‘Project Development and Management Unit (PDMU)’ on behalf of the *Municipal Corporation of the City, Haryana Urban Infrastructure Development Board and Directorate of Urban Local Bodies of Haryana*.

2. BACKGROUND

Atal Mission for Rejuvenation and Urban Transformation (AMRUT) Mission

The purpose of present Mission “**Atal Mission for Rejuvenation and Urban Transformation (AMRUT)**” is to:

- i. Ensure that every household has access to a tap with assured supply of water and a sewerage connection;
- ii. Increase the amenity value of cities by developing greenery and well maintained open spaces (e.g. parks); and
- iii. Reduce pollution by switching to public transport or constructing facilities for non-motorized transport (e.g. walking and cycling).

(a) Thrust areas under mission

The Mission will focus on the following Thrust Areas:

- i. Water supply,
- ii. Sewerage facilities and seepage management,
- iii. Storm water drains to reduce flooding,
- iv. Pedestrian, non-motorized and public transport facilities, parking spaces and
- v. Enhancing amenity value of cities by creating and upgrading green spaces, parks and recreation centers, especially for children.

(b) Coverage under Mission

Five hundred cities are proposed for taken up under AMRUT. The category of cities that will be covered in the AMRUT is given below:

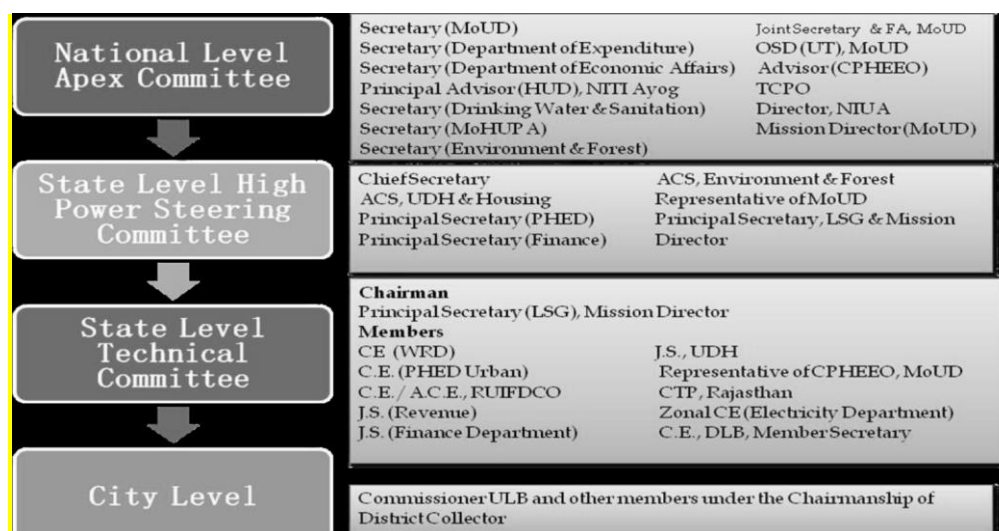
- i. All Cities and Towns with a population of over one lakh with notified Municipalities, including Cantonment Boards (Civilian areas),
- ii. All Capital Cities/Towns of States/ UTs, not covered in 2.1(i),
- iii. All Cities/ Towns classified as Heritage Cities by MoUD under the HRIDAY Scheme.
- iv. Thirteen Cities and Towns on the stem of the main rivers with a population above 75,000 and less than 1 lakh, and

- v. Ten Cities from hill states, islands and tourist destinations (not more than one from each State).

(c) Program Management Structure

The following chart shows the functions at each level. ULB had prepared the SLIPs and forwarded the same to the State. At state level slips are consolidated and SAAP is prepared.

Figure 1: Program Management Structure

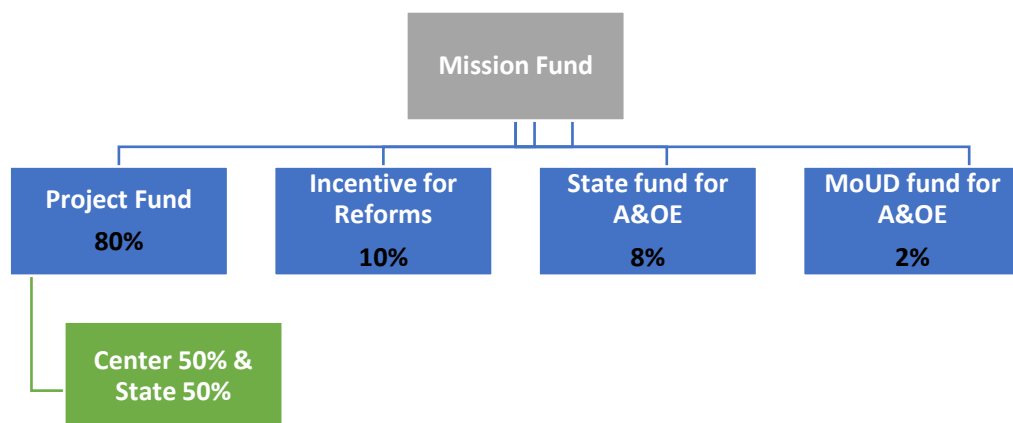


(d) Funding Allocation

The total outlay for AMRUT is Rs. 50,000 crore for five years from FY2015-16 to FY2019-20 and the Mission will be operated as a Centrally Sponsored Scheme. The AMRUT may be continued thereafter in the light of an evaluation done by the MoUD and incorporating learning in the Mission. The Mission funds will consist of the following four parts:

- Project fund - 80% of the annual budgetary allocation.
- Incentive for Reforms - 10% of the annual budgetary allocation
- State funds for Administrative & Office Expenses (A&OE) - 8% of the annual budgetary allocation.
- MoUD funds for Administrative & Office Expenses (A&OE) - 2% of the annual budgetary allocation
- However, for FY 2015-16 the project fund would be 90% of the annual budgetary allocation as incentive for Reforms will be given only from FY 2016-17 onwards.
- Fund will be released in three installments (20:40:40)
 - 1st installment on approval of SAAP by the Apex Committee
 - 2nd and 3rd installments on 75% utilization of previous released fund and meeting the 'Service Level Benchmark' as mentioned in the SAAP.

Figure 2: Fund Allocation



(e) Appraisal

In AMRUT for appraisal of projects there is no need approach MoUD, appraisal will be done at the State level through State Level Technical Committee (SLTC), the tentative responsibilities are:

- Give technical sanctions,
- Ensure resilience to disasters,
- Check estimate IRR,
- Take corrective action on third party reports
- Appraise DPRs.

(f) Execution of AMRUT

The tasks involved are preparation of Service Level Improvement Plan (SLIP) in consultation with stakeholders to achieve universal coverage and to fulfill the others missions. After preparation of SLIPs, State has to prepare the State Annual Action Plan (SAAP) which is three times the annual allocation. The

Apex Committee appraises and approves the SAAP. The ULBs get DPRs prepared for identified projects approved by the State level Committees after technically appraisal by SLTC.

Based on learning's from JnNURM, Ministry of Urban Development has assigned the responsibility for project execution under Atal Mission for Rejuvenation and Urban Transformation (AMRUT) to States/ ULBs. It is proposed under AMRUT that States / ULBs may appoint "Project Development and Management Consultants (PDMCs). PDMC has been envisaged as an end-to-end consultant, supporting States/ULBs.

(g) Cities Covered under AMRUT Mission in Haryana are:

Sl. No.	Name of ULB	Urban Population (Census 2011)	% to total population
1	Gurgaon	901,968	14.28
2	Panchkula	210,175	3.33
3	Ambala (City-Sadar)	407,934	6.46
4	Yamuna Nagar (YN-Jagadhri)	383,318	6.07
5	Karnal	303,425	4.80
6	Hisar	306,893	4.86
7	Rohtak	373,133	5.91
8	Faridabad	1,404,653	22.24
9	Panipat	442,277	7.00
10	Kaithal	144,633	2.29
11	Rewari	140,864	2.23
12	Bhiwani	197,662	3.13
13	Thanesar	154,962	2.45
14	Sonepat	292,339	4.63
15	Bahadurgarh	170,426	2.70
16	Palwal	131,121	2.08
17	Sirsa	183,282	2.90
18	Jind	166,225	2.63

3. OBJECTIVES

The objective of the assignment is to provide direct assistance to *ULBs, Haryana Urban Infrastructure Development Board (HUIDB) and Directorate of Urban Local Bodies (DULB)*, to ensure the effective coordination and implementation of the program. The PDMC shall be responsible for effectively leading and taking initiative to plan, manage, design, execute and implement the program including carrying all necessary surveys and design the subproject plus ensuring proper construction supervision. The PDMC will work closely with the *ULBs / HUIDB / DULB* for sustainable capacity building of ULBs and will assist in operationalizing the procedures and in implementing institutional development, capacity building, monitoring and quality assuring the outputs of the program.

4. IMLEMENTATION ARRANGEMENT

The Urban Development Department of State of Haryana appointed Haryana Urban Infrastructure Development Board (HUIDB) as State Level Nodal Agency & the Executing Agency (EA) for the project. The State Mission Directorate (SMD), headed by Chief Executive Officer & Mission Director (DULB, Haryana) and supported by other senior officials, will manage the project activities, will liaise with Ministry of Urban Development, (MoUD), Government of India on all issues, implement institutional reforms, and management of project. SMD will be supported by the respective Municipal Corporations. Mission Directors at state level and Municipal Commissioners / Officers at city level will be provided with necessary consulting services through the Project Development and

Management Consultants (PDMC) to strengthen their program management capacity and implementation of subprojects in filed including planning, surveys, engineering design, construction supervision, measurement and billing, contract management etc.

PDMC will have one state office (comprising of project management and design professionals) at respective capital city of the state i.e. Chandigarh and 18 field offices (comprising of project implementation professionals) in each project city.

Consultancy contracts will be for duration of 48 months (4 years) or Mission completion.

5. PROJECT DEVELOPMENT & MANAGEMENT PROCESS

The Process of project development will begin with preparation of “City-wide Concept Plan” (a non-fully complete CDP) on the basis of old or revised City Development Plan (CDP). The City-wide Concept Plan will contain the City Vision, description, situation analysis/ As-is description of the water supply, storm water drainage, sewerage and septage management and open spaces (e.g. parks, playgrounds). All previous plans and documents (e.g. City Sanitation Plan, City Mobility Plan, Master Plan and other plans) of all departments and agencies will also be reviewed to craft an overall strategy focused on achievement of Service Level Benchmarks (SLBs). Possibilities to apply smart technologies for providing better and enhanced basic services to the people of the city will be included in the strategy.

The City-wide Concept Plan will form the basis of the Service Level Improvement Plan (SLIP) of the ULB and the State Annual Action Plan (SAAP) for the State to be sent to the MoUD for approval.

The SAAP is basically a State level service improvement plan indicating the year-wise improvements in basic services. The SAAP will be generated in the prescribed forms from the SLIPs of the ULBs in the State

During the process of developing the SAAP, the Consulting Firms should explore the possibility of using Public Private Partnerships (PPP), which should be a the preferred execution model.

For projects identified and approved under SAAP, Detailed Project Report (DPR) will be prepared by engaged consultants and Bid Document will be prepared for all similar engagements, whereas all such DPRs would be appraised and placed under SLTC by PDMC. Review of infrastructure status, gap and demand assessment with reference to service level indicators will be made for the identified projects. Convergence of project component will be ensured with other sectoral and area programs in the city.

Field/laboratory Investigations, surveys, formulation of technical options, design, cost estimates will be made part of the DPR preparation and solutions to resettlement & environmental issues will be done jointly with PDMC. The finance plan including O&M strategy for the complete life cycle of the project will be an integral part of DPR.

Possibilities to apply smart technologies for providing better and enhanced basic services to the citizens will be explored while formulating the DPR. At draft DPR stage first stage

consultations will be facilitated to engage citizens and get feedback and adopt midcourse correction, if required.

The DPR will identify contracting opportunities including exploring options for PPP/ Service Level Agreements or direct contracting and accordingly provide corresponding bid document. Based on the bid document States/ ULBs will procure contracting firms, according to their laws and rules.

The project execution by the ULBs/ State parastatal will be done in efficient way. They have to ensure cost, time and quality compliances as envisaged in contract agreement. Expertise of PDMC firms will be used by the State and City Governments to make quick decisions so as to ensure timely completion of projects within cost estimates.

It will also be ensured for linkage between proposed infrastructure project and delivery of services. It will monitor improvement in services level indicators as indicated in the State Annual Action Plan (SAAP). Periodic second stage consultations for taking useful feedback will also be facilitated by PDMCs during implementation phase.

All the works has to be done according to the mission statement and guidelines of Atal Mission for Rejuvenation and Urban Transformation (AMRUT) as issued by MoUD and DULB, Haryana.

6. SCOPE OF WORK

The scope of PDMC under the proposed mission comprises components namely *Design, Supervision and Project Management*. PDMC will identify projects on the basis of SLIP/SAAP framework, and carry out required investigation, design, procurement, and implementation. The PDMC will also ensure compliances and monitoring of the project activities using PMIS / latest IT tools and techniques such as online monitoring of work sites with the aid of cyber tools.

Under this project PDMC scope will be to provide end to end support, other allied work, and review/revise/modify & update existing Detailed Project Reports available with City/State except for preparation of New DPR, which will be carried out by other engaged consultants through the client and PDMC. PDMC will appraise all DPRs and place it under SLTC for approval.

The consultant will carry out a multi-stage exercise in close collaboration with the ULB / State Govt. and other stakeholders. The proposed project has been taken up for improvement / introduction of Urban Infrastructure including ensuring delivery of services. Without limiting the scope the PDMC has to work in close liaison with the *Municipal Corporation/HUIDB/DULB of the State* and will be responsible for the following tasks:

6.1 Project Management

- i. Handhold/ support State Government/DULB/ Urban Local Bodies for project identification, investigations, design, procurement, supervision, cost control, scheduling, risk management, monitoring, auditing, reporting, and ensuring compliances and due diligences required for the project;

- ii. Planning, scheduling and monitoring of the projects using PMIS / latest IT tools and techniques such as online monitoring of work sites with the aid of cyber tools.
- iii. Assist State Government/ Urban Local Bodies in conducting regular meetings with all stakeholders, contractors, and other government entities, etc., to discuss progress and issues related to implementation, and prepare minutes for recording and circulation;
- iv. Establish all necessary records and the procedures of maintaining/updating such records for each package and for the entire project.
- v. Develop and implement procedure for timely payments to the contractors and monitor for compliance;
- vi. Monitor implementation of mitigation measures for the project, and update the Plan as per requirement.

6.2 Survey, Studies and Investigations

- i. Consult the available documents such as city development plans /strategy plans, sanitation plans. Mobility plans and other reports/Plan etc. ii. Review existing status of physical Infrastructure based on above documents and other available secondary data, & identify data gap.
- ii. Review of land availability, rehabilitation - resettlement & Environmental issues for identified projects
- iii. Identify requirements of surveys, studies and investigations;
- iv. Carry out all the required engineering surveys and investigations (total station/LiDAR survey, geotechnical investigation, soil survey, construction material survey, ground water investigation i.e. hydro-geological investigations, rainfall data collection, identification of underground utilities and their mapping, water sampling and analysis etc) including sufficient off-site information to allow relationship with possibly useable off-site infrastructure to be established;
- v. Identify key stakeholders from city/ state officials, elected representatives, concerning NGOs, eminent citizens, representatives from premium institutes of the city/ state, representatives of business organizations in consultation with the concerned ULB commissioner/ CEO etc;

6.3 Feasibility Study

- i. Review available secondary data and reports required for analysing the existing infrastructure facilities and for designing the facilities for project;
- ii. Analyse Future projections & demand assessment;
- iii. Prepare conceptual plan and preliminary design including the feasibility of the infrastructure to be provided;
- iv. Assist City/ State Government in first Stage consultation with the stakeholder for each sup projects or group of Sub projects, as applicable, to discuss the conceptual plan and technical options and prepare minutes for recording and circulation;
- v. Based on above, diagnostic analysis of the technical options with respect to best practices / smart options/ priorities and consultation;
- vi. Assess land requirement and preparation of land acquisition requirements;

- vii. Prepare and submit 'Feasibility Report' to Client. The Feasibility Report should describe the various technical options with recommendation for most appropriate option;

6.4 Detailed Design

- i. Review/revise/modify & updation of the existing Detailed Project Reports available with City/State; ii. Once the Feasibility Report is approved, prepare detailed designs in accordance with sound & established engineering practices; tender drawings and; cost estimates etc. The design shall meet the techno economic aspects for best possible solution after consideration of various available alternatives and shall sufficiently be detailed to ensure clarity and understanding by all stake holders and will be incorporated into a detailed project report to be submitted for the approval of the Client. The costs estimate shall be prepared on the basis of Schedule of Rates (SOR) of State with latest addenda and corrigenda. For Non-SOR items, if any, adopting rates on the basis of relevant 'Schedule of Rates' of Other state (as applicable) or market rate by proper rate analysis carried out through market enquiry;
- ii. Identify the possibility of private / public participation in the service delivery, as feasible and applicable, and prepare contract document for such packages;
- iii. Assessment of utility shifting requirement and costs estimations; preparing document required for statutory clearances and other clearances like Railway, Forest, National Highways etc;
- iv. Assess each site's environmental aspects for detailed design of the project component.
- v. Accordingly prepare initial environmental impact examinations (IEE) as may be required;
- vi. Preparation of environmental safeguard actions including impact assessments, if any, during the design stage;
- vii. Prepare environment management plan (EMP) and mitigation measures;
- viii. Preparation and implementation of resettlement plans, if any, based on the approved framework;
- ix. Prepare Detailed Project Report including technical specifications, Contract drawings, bills of quantities and above aspects;
- x. Finalizing arrangement for contracting including exploring options for PPP/ Service Level Agreements / bid document;
- xi. Preparation of strategy and action plan for IEC program including public participation;
- xii. Assist City/ State Government in second Stage consultation for each sup projects or group of Sub projects, as applicable, with the stakeholder to discuss the Detailed Design report and prepare minutes for recording and circulation;
- xiii. Prepare consolidated bid documents, technical specifications, approved contract drawings, final bills of quantities, EMP and any other necessary information required for successful tendering and implementation of contracts. The Bid document should be in accordance with the Government of India / State Government guidelines.

- xiv. Ensure that all bidding documents and contract documents contain the Environmental Management Plan (EMP) and such items are included in BOQ; also monitor the implementation of the EMP during construction and pre/post construction phases.
- xv. In compliance with the EMP, develop a strategy to overcome the difficulties of construction/traffic management in narrow streets and also prepare detailed plans for detour of traffic during excavation for urban services. Propose and implement mechanism for coordination among all stakeholders such as traffic police, roads department, user committees etc., for smooth construction execution.

6.5 Bidding process and contract award:

- i. Assist Corporation of the City / Urban Development department of the State in all aspects of procurement including issuing bid invitation, addendum/corrigendum, and clarifications to the bidders queries, bid evaluation, selection of contractors, award of contract and signing of contract;
- ii. Prepare contract documentation to include Letter of invitation, conditions of contract, specifications, design parameters; bills of quantities, etc. for all sub-projects components in close coordination with Corporation of the City / Urban Development department of the State.

6.6 Construction Supervision and Contract Management

- i. Providing advice and guidance to the ULBs / Urban Development department of the State for modern procedures and guidelines for project implementation and management in general.
- ii. Arrange and coordinate multi Stage Consultation proposed under the project and accordingly ensure modification of the project components.
- iii. Contract administration and Management of the Subprojects;
- iv. Prepare construction supervision manual and maintenance manual;
- v. Interpretation of the technical specifications for each subproject;
- vi. Supervise and monitor construction work of each contract package;
- vii. Verification of surveyed maps and design vis-a-vis ground situation and make necessary corrections, if required, with approval;
- viii. Checking the line level, layout of the construction to ensure conformity with the contract, proposed and presentation for approval any changes in the plans that may be deemed necessary indicating effect due to the change on contract and preparation of variation orders accordingly,
- ix. Scrutinize the contractor's detailed work program and guide Contractor in preparation of supervision schedule/ work plan for each package;
- x. Scrutinize construction methods proposed by contractor including environmental, safety, personnel and public issues;
- xi. Assess the adequacy of the contractors' inputs in material, labor and construction methodology and provide advisories when required;
- xii. Monitor the construction method by assessing the adequacy of the contractor's input materials, labour, equipment and construction methods;

- xiii. Monitor implementation of environmental standards and safeguards and if any
- xiv. Resettlement Plans;
- xv. Establish Quality assurance system including verification of source of material and certification;
- xvi. Carry out necessary quality control activities and certify that the quality of works conforms to the specifications and drawings;
- xvii. Supervising the construction of the various contract packages for the related outputs of the Program
- xviii. Record the work measurement and certify the contractor's bill;
- xix. Assist the Client in interim and final certification of the bills of payment;
- xx. Furnish the detailed construction drawings as necessary during continuance of the contract or checking and approving shop drawings of contractor for implementation, as required;
- xxi. Assistance for resolution of all contractual issues including examining the contractor's claims for variations/ extensions or additional compensations etc and prepare recommendations for approval by the Client;
- xxii. Assist third party inspections, if necessary, as decided by Client;
- xxiii. Assist State Government/ Urban Local Bodies in obtaining all necessary permissions and complying with statutory requirements as required prior to construction, such as permissions from Railway, National Highway, Department of Archaeology, Department of Forests and National Parks, and tree-cutting etc.
- xxiv. Proof checking and issuance for execution of contractors' design and drawings for lump sum turnkey contracts
- xxv. Review and finalise the "as built" drawings submitted by Contractor;
- xxvi. Assist the Client in issue of completion certificates;
- xxvii. Inspect the works at appropriate intervals during defect liability period and certification issue;
- xxviii. Prepare monthly project progress reports describing the physical and financial progress of each subproject, highlighting impediments to the quality and progress of the works and remedial actions, to be submitted to State Government;
- xxix. Assist municipal Corporation of the City / Urban Development department of the State in monitoring of progress as per the Program Performance Monitoring System (PPMS) or as required by Client;
- xxx. Assist City/ State Government in third Stage consultation during construction of sub projects, as applicable, with the stakeholder to discuss the Detailed Design report and prepare minutes for recording and circulation

6.7 Miscellaneous

Overall work plan and scheduling for PDMC will be decided by Mission Director/ Chief Administrator, Haryana Urban Infrastructure Development Board (HUIDB) as per project/mission requirement and will be finalized for first year in the inception report. For

remaining years of mission period it will be finalized as per annual plan of PDMC approved by Mission Directorate.

Total professional man month required to complete the task will be decided by MD with close consultation with PDMC and ULB. Payments will be made as per actual manpower deployed by PDMC after due approval by MD.

MD may depute PDMC for other allied works related to department time to time. Professional month will be calculated accordingly.

7. TEAM COMPOSITION & QUALIFICATION REQUIREMENTS

7.1 Team Composition

The PDMU are expected to provide support to State Government and ULB's till the Mission duration. **The total duration of the assignment shall be 48 months.**

(i) Key Professionals (CVs to be evaluated during technical evaluation)

Sl. No.	Position	Level	Nos.	Duration (Months)	Total (Months)
1	Team Leader cum Urban Management Specialist	State	1	48	48
2	Deputy Team Leader / Construction Manager	State	1	48	48
3	Design Engineer (Water Supply)	State	1	48	48
4	Design Engineer (Waste Water)	State	1	48	48
5	Design Engineer (Drainage)	State	1	48	48
6	Design Engineer (Road)	State	1	48	48
7	Solid Waste Management Expert	State	1	48	48
8	System Engineer/ IT Expert	State	1	48	48
9	PPP Expert	State	1	48	48
10	Procurement Specialist	State	1	48	48
11	Project Performance and Management Specialist (PPMS)	State	1	48	48
	Total		11		528

(ii) Support Professionals (CVs shall not be evaluated during technical evaluation)

The CVs of these professional shall not be evaluated at the technical proposal level. However the Consulting firm has to submit the CV at the time of mobilization of these professionals.

Sl. No.	Position	Level	Nos.	Duration (Months)	Total (Months)
1	Support Engineer	ULB	18	48	864
2	Urban Planner	State	1	24	24
3	Transportation Specialist	State	1	24	24
4	Social Development cum Resettlement Expert	State	1	24	24
5	Project Finance Specialist	State	1	12	12
6	Structural Engineer	State	1	12	12
7	Mechanical Engineer	State	1	12	12

8	Environmental Specialist	State	1	12	12
	Total		25		984

(iii) Support Staffs (CVs shall not be evaluated during technical evaluation)

The CVs of these professional shall not be evaluated at the technical proposal level and need not to submit the CV at the time of mobilization of these professionals. The Consulting firm should evaluate the CVs of these personnel at their level.

Sr No	Position	Level	Nos.	Duration (Months)	Total (Months)
1	Office Manager	State/ULB	19	48	912
2	Support Staff/ Data Entry Operators	State/ULB	19	48	912
	Total		38		1824

7.2 Qualification Requirement for Key Professionals

i. Key Professionals

Sr.No	Experts Title	Nos.	Qualifications & Skills	Experience
1	Team Leader cum Urban Management Specialist	1	<ul style="list-style-type: none"> Graduate in Engineering or Post Graduate in Management/ Master's in Planning. 15 years' experience in construction management of Urban Service delivery (Water Supply/ Sewerage/ Drainage/ Transportation/ Drainage/ Solid Waste Management) Experience in leading the team 	<ul style="list-style-type: none"> Responsible for overall management and administration of the project components during design and construction; Advice on procurement and bidding process Construction supervision, quality monitoring, contract management; Establishment of Construction Management and Project Performance Monitoring and Reporting System; Assist in resolving contractual issue during implementation; Preparation of Progress as well as Project Completion Report; Scheduling and ensuring timely mobilization/ demobilization of team members
2	Deputy Team Leader/ Construction	1	<ul style="list-style-type: none"> Graduate in Engineering 10 years' experience in construction 	<ul style="list-style-type: none"> Responsible for overall construction management, quality

Sr.No	Experts Title	Nos.	Qualifications & Skills	Experience
	Manager		<p>management of Urban Service delivery (Water Supply/ Sewerage/ Drainage/ Transportation/ Drainage/ Solid Waste Management)</p> <ul style="list-style-type: none"> • Experience in leading the team shall be advantage 	<p>assurance and administration of the contracts under the project for the assigned city</p> <ul style="list-style-type: none"> • Supervise the construction activity appropriately, implementation of work as per design; • Contract management and Performance Monitoring of the contractors • Prepare a construction supervision schedule with timing and resources identified; • Monitor the construction method by assessing the adequacy of the contractor's input materials, labour, equipment and construction methods; • Furnish the detailed construction drawings as necessary during continuance of the contract; • Assist third party inspections, if necessary, as decided by Client; • Assist the Client in interim and final certification of the bills of payment; • Assist the Client in issue of completion certificates. • Support in preparing Project Completion Report and progress reports • Resolve contractual issue during implementation

Sr.No	Experts Title	Nos.	Qualifications & Skills	Experience
3	Design Engineer (water supply)	1	<ul style="list-style-type: none"> • Graduate Civil Engineer • 10 years' experience in urban Water supply projects • Experience in water supply design and implementation • Post Graduate in Civil Engineering with specialization in Environmental Engineering/ Public Health Engineering shall be advantage 	<ul style="list-style-type: none"> • Design of water supply works • Appraisal of subprojects for Water Supply; • Preparing Water Supply master plans for cities • assist Procurement • Oversee contract management and performance monitoring of the contractors • Ensuring the construction activities are implemented as per design in field; • Assist in preparation of Project Completion Report
4	Design Engineer (Waste Water)	1	<ul style="list-style-type: none"> • Graduate Civil Engineer • 10 years' experience in Waste Water projects • Experience in waste water design and implementation • Post Graduate in Civil Engineering with specialization in Environmental Engineering/ Public Health Engineering shall be advantage 	<ul style="list-style-type: none"> • Design of waste water works • Appraisal of subprojects for Waste Water; • Preparing Waste Water/ Sewerage master plans for cities • Assist Procurement • Oversee contract management and performance monitoring of the contractors • Ensuring the construction activities are implemented as per design in field; • Assist in preparation of Project Completion Report
5	Design Engineer (Drainage)	1	<ul style="list-style-type: none"> • Graduate Civil Engineer • 10 years' experience in drainage network designs and construction. • Experience in drainage network construction. • Experience in Rain water harvesting schemes, • Knowledge of preparation of drainage master plan 	<ul style="list-style-type: none"> • Design of drainage/ storm water works • Appraisal of subprojects for Drainage; • Preparing Drainage/ Storm Water master plans for cities • Assist Procurement • Oversee contract management and performance monitoring of the contractors • Ensuring the construction activities are implemented as

Sr.No	Experts Title	Nos.	Qualifications & Skills	Experience
				<ul style="list-style-type: none"> per design in field; Assist in preparation of Project Completion Report
6	Design Engineer (Road)	1	<ul style="list-style-type: none"> Graduate in Civil Engineering 10 years' experience in road sector Experience in designs of urban roads. Experience in urban road construction Post Graduate in Civil Engineering with specialization in Transportation Engineering/ shall be advantage 	<ul style="list-style-type: none"> Design of urban roads works Appraisal of subprojects for roads; Assist Procurement Oversee contract management and performance monitoring of the contractors Ensuring the construction activities are implemented as per design in field; Assist in preparation of Project Completion Report
7	Solid Waste Management Expert	1	<ul style="list-style-type: none"> Graduate in Environmental/ Civil Engineering/Mechanical Engineering/ Masters in Environment Planning or related field 10 years of experience in designing & implementing solid waste management projects. 	<ul style="list-style-type: none"> Design of municipal solid waste management (SWM) projects Appraisal of subprojects for SWM; Preparing comprehensive solid waste management plans for cities Assist Procurement Oversee contract management and performance monitoring of the contractors Ensuring the construction activities are implemented as per design in field; Assist in preparation of Project Completion Report
8	System Engineer/IT Expert	1	<ul style="list-style-type: none"> Graduate in IT/ Computer Science/ MCA or equivalent 10 years' experience in IT related field 	<ul style="list-style-type: none"> Provide Support in IT related / e-gov sector initiatives Monitor project / programme using IT techniques/ cyber tools Support IT related smart solutions in the urban areas
9	PPP Expert	1	<ul style="list-style-type: none"> Graduate Engineer / Masters in Management/ Finance 	<ul style="list-style-type: none"> Developing performance based contracts on different

Sr.No	Experts Title	Nos.	Qualifications & Skills	Experience
			<ul style="list-style-type: none"> • 10 years' experience in public procurement • Experience in design/contract management of performance based urban service delivery contracts and contracts on PPP mode. 	<p>model at urban service delivery projects in all cities</p> <ul style="list-style-type: none"> • Preparation of Bid Documents for PPP mode service delivery contracts with assistance from subject experts • Selection of Concessionaires as per the bid documents for PPP mode service • Contract management of performance based urban service delivery contracts and contracts on PPP mode.
10	Procurement Specialist	1	<ul style="list-style-type: none"> • Graduate Engineer • 10 years' experience in public procurement • FIDIC Contracts formulation 	<ul style="list-style-type: none"> • Procurement of goods, services as per State guidelines including preparation of bid documents, evaluation of bids, contract formation and assisting State/ Cities in award of work • Contract management and Performance
11	Project Performance and Management Specialist (PPMS)	1	<ul style="list-style-type: none"> • Graduate Engineer/ Urban Planner/ MCA • 10 years' experience of designing and implementing suitable PPMS for projects preferably related to urban sector. 	<ul style="list-style-type: none"> • Design and implement suitable PPMS and ensure establishing and proper functioning. • Select a set of performance indicators relating to physical infrastructure development (water, sewerage/ sanitation, urban roads/transport, solid waste management, slum improvement). • Select a set of performance indicators relating to social (resettlement, gender, and indigenous people) and environmental, institutional capacity development including the urban governance, finance, and service delivery improvements. • Establish baseline data for each of the selected indicators by conducting baseline surveys of all

Sr.No	Experts Title	Nos.	Qualifications & Skills	Experience
				<p>indicators, to understand the initial conditions and conduct annual surveys to update the baseline values.</p> <ul style="list-style-type: none"> • Track project and project implementation activities, target dates, expected inputs, impacts, outcomes and outputs against each indicator to monitor and evaluate the performance of the project and the subprojects under each tranche. • Standardization of formats and reports for dissemination to various stakeholders of the project • Based on the findings, provide an independent monitoring and feedback mechanism to State Government, to ensure that the primary objectives of the project are being met, and recommend ways to modify the project design and implementation mechanisms to meet the primary objectives of the project. • Design a project website and effectively use for PPMS and public information. • Design and implementation of suitable system for E-Governance and E-Procurement. • Design and implementation of Management Information System (MIS) for the project • Assist in preparation of QPR, annual reports and other mandatory deliverables. • Coordinate between PMU, PIU and consultant team

Sr.No	Experts Title	Nos.	Qualifications & Skills	Experience
				<ul style="list-style-type: none"> • Ensure timely delivery of the deliverables • Coordination within field and office activities • Ensure timely availability of Consultant, as required for project, to PMU or respective PIUs • Prepare and submit monthly staff and work schedule to PMU and respective PIUs and ensure implementation.
Total		11		

ii. Support Professionals

Sr.No	Experts Title	Nos.	Qualifications & Skills	Experience
1	Support Engineer (for ULBs)	18	<ul style="list-style-type: none"> • Degree in (relevant branch) Engineering with 5 years' experience Or • Diploma in (relevant branch) Engineering with 10 years' experience 	<ul style="list-style-type: none"> • Assist Assistant Construction Manager in construction management • Assist the Specialist in Management, Design and Supervision of Sub Projects • Responsible for site supervision, quality assurance and administration of the contracts under the project for the assigned subprojects. • Supervise the construction activity appropriately, implementation of work as per design; • Support to Assistant Construction Manager in recording the work measurement and certifying the contractor's bill; • Contract management and Performance Monitoring of the contractors • Support in preparing

Sr.No	Experts Title	Nos.	Qualifications & Skills	Experience
				Project Completion Report and progress reports • Support in Resolving contractual issue during implementation
2	Urban Planner	1	• Post graduate in Planning / Urban Management • 7 years' experience in urban planning; • Experience in preparation of city development plans/ city master plans for medium towns	• Support team in preparation of conceptual plans • Assist in demographic and land use related planning of infrastructure • Review towns master plans and advice the project team in planning infrastructure
3	Transportation Specialist	1	• Post Graduate in Traffic Transportation Planning/Engineering • 7 year experience in planning, designing and implementation of Urban Transportation	• Design of urban transportation projects • Appraisal of subprojects for Urban Transportation; • Preparing City Mobility Plans for cities • Assist Procurement • Oversee contract management and performance monitoring of the contractors • Ensuring the construction activities are implemented as per design in field; • Assist in preparation of Project Completion Report
4	Social Development cum Resettlement Expert	1	• Post Graduate in Social Science (Preferably in Sociology/ Anthropology/ Social Works) • 7 years experience in carrying out social studies and □ • Masters in Sociology/ Anthropology/ Social Works • 7 year experience in Social Safeguard Issues, Community Mobilization preferably in Urban Sector • Experience of preparation of RPs etc at	• Assist City/ State Government in consultation with the stakeholder for each sub projects or group of Sub projects, as applicable, and prepare minutes for recording and circulation; • Preparation of Resettlement plans, as required • Resettlement monitoring report • Gender Action Plan • Formulation and Implementation of

Sr.No	Experts Title	Nos.	Qualifications & Skills	Experience
			urban infrastructure projects	<p>Communications Strategy and Public Relations</p> <ul style="list-style-type: none"> Public grievance redressal IEC activities
5	Project Finance Specialist	1	<ul style="list-style-type: none"> Chartered Accountant/ Masters in Finance 10 years' experience of designing and establishing suitable financing management system. 	<ul style="list-style-type: none"> Set up systems and procedures for financial management of the project Assist PMU in managing and handling all financial and accounting matters of the project, monitoring the fund disbursement. Submission to the State Government/ ULBs impediments to the quality and progress of the works and remedial actions Assist the PMU and PIUs in preparing periodic budgets including equipment budgets and establishing financial accounting and control systems ensuring funds flow from the GOI and onwards to the implementing agencies. Preparing periodic financing requests on behalf of PMU. Prepare Accounts and Operation & Maintenance Manual and assist in preparation of other mandatory deliverables.
6	Structural Engineer	1	<ul style="list-style-type: none"> Post Graduate in Structures 7 years' experience in the field of structural engineering, Experience in detailed designs of water 	<ul style="list-style-type: none"> Structural Design of all project components Review of structural designs submitted by the contractor Planning and

Sr.No	Experts Title	Nos.	Qualifications & Skills	Experience
			retaining structures, bridges and all other type of engineering structures. • Proficiency in structural design using computer programs.	Supervising geotechnical investigations • Ensuring the construction activities are implemented as per design on field; • Support in resolving contractual issues
7	Mechanical Engineer	1	• Graduate mechanical engineer • 7 years' experience in water and sewerage field, • Experience in design of equipment size, rating etc of WTP/STP, Pumping Stations & water supply mechanical equipment. • Experience in installation and O&M of equipment at WTP/STP, Pumping Stations & water supply mechanical equipment	• Design of mechanical components • Appraisal of subprojects having mechanical component ; • Assist Procurement • Oversee contract management and performance monitoring of the contractors • Ensuring the construction activities are implemented as per design in field; • Assist in preparation of Project Completion Report
8	Environment Specialist	1	• Post Graduate in Environmental Sciences / Engineering • 7 years related experience; • Experience in carrying out EIA/IEE,EMP etc of urban infrastructure projects	• Environmental and Safeguards Action Plan and monitoring • Preparation of EIA/IEE • Structuring Environment Management and Monitoring Programs • Appraisal of subprojects for Environmental and Safeguards • Communication strategy • Public grievance redressal
Total		25		

(iii) Support Staffs

Sr No	Position	Nos.	Qualifications & Skills
1	Office Manager (for State/ ULB)	19	➤ Diploma in DCA/ PGDCA with working knowledge in MS office, excel, power point etc. Worked with established firm in technical work/projects.
2	Support Staff	19	➤ Should have passed 10+2 Examination with 50% marks from a

	/Data Entry Operators		<p>recognized Board and Ó' level/ one year Diploma/Course in Programming / Computer Application / NCVT Certificate or qualification as prescribed by the State Government from time to time.</p> <p>➤ 1-3 years of prior experience of similar nature.</p>
	Total	38	

8. REPORTING REQUIREMENTS

As a minimum, following are the deliverables:

- 1. Inception Report** in 30 days' time of mobilization of consultant containing approach, methodology, work plan and staffing schedule for the project activities and schedule for deliverables;
- 2. Service Level Improvement Plan (SLIP)** of the ULB including City-wide Concept Plan which forms the basis of SLIP.
- 3. State Annual Action Plan (SAAP) for the State**, which is basically a State level service improvement plan indicating the year-wise improvements in basic services for onward forwarding to MoUD.
- 4. Draft DPR (Detailed Project Report)** prepared through engaged consultants would include engineering feasibility study, survey and investigation reports, social and environmental safeguard documents, economic and financial analysis and subproject appraisal report.
- 5. Final DPR** design reports supported by field/lab investigations; population projections, detailed designs; costs estimates, rate analysis and take off sheets, and compliances over draft DPR observations.
- 6. Bid Document for each contract package & Bid Document to engage consultants for DPR preparation of identified projects under SAAP and SLIP.**
- 7. Monthly Contract Performance and Management Reports** using PMIS/ Project Management IT tools for each contract during entire program period.
- 8. Contract Completion Reports for each project package.**
- 9. Quarterly and Yearly Progress Reports**
- 10. Any other reports as required by State / ULBs.**

All reports will be submitted to State / ULBs in agreed time frame. Since the Services consist of the supervision of civil works, the following action will require prior approval by the Client:

Taking any action under a civil works contract designating the Consultant as “Engineer Representative”, for which action, pursuant to such civil works contract, the written approval of the Client as “Employer” is required.”

9. PAYMENT SCHEDULE

(It is made clear to the States that the support for PDMC will be limited to the annual allocation for that state, which will cover other admissible expenditure also such as capacity building, PMU, IRMA etc. This will also imply that the liability of a particular financial year cannot be carried over to next financial year as any gaps in the expenditure under A&OE during a particular year would have to be supplemented by the State government)

(i) 5% of the Contract Value of one year will be paid in advance, if so desired, on submission of bank guarantee of the amount equal to 110% of the advance sought by the Consultant.

The First instalment of recovery shall be effected from each running bill paid immediately following the payment of mobilisation advance and the last instalment of the recovery shall be effected during the third month preceding the month in which the due date of completion falls. The various instalments of recovery shall be of equal amounts.

(ii) Remuneration of Personnel as indicated in Financial Proposal submission Form Fin 3, and as agreed during Negotiations, will be reimbursed on monthly basis as per this contract according to the agreed work plan;

(iii) Payment for Reimbursable Expenses as indicated in Financial proposal submission Form Fin 4, be reimbursed on actual/ and as agreed during Negotiations and as per **Appendix of Financial Proposal – Section 4**

(iv) Payment for Provisional Sum as per Appendix of Financial Proposal – Section 4

10. PENALTY AND LIQUIDATED DAMAGES

(i) If the selected PDMC fails to complete the assignment as stipulated under the Inception report in the form of milestones, the PDMC shall pay to the HUIDB, fixed and agreed liquidated damages, and not as penalty, @ 0.5% of the contract fees for each week of delay. The aggregate maximum of liquidated damages payable to the HUIDB shall be subject to a maximum of 5% of the total contract fees and shall be appropriated of EMD and if claim is more than the EMD the balance shall be set off from bank guarantee.

(i) If the selected PDMC fails to depute manpower as stipulated under the Inception report in the form of deployment schedule, the PDMC shall pay to the HUIDB, fixed and agreed penalty, @ 0.5% of the contract fees for each week of delay. The aggregate maximum of penalty payable to the HUIDB shall be subject to a maximum of 5% of the total contract fees and shall be appropriated of EMD and if claim is more than the EMD the balance shall be set off from bank guarantee.