

**REQUEST FOR PROPOSAL (RFP)**  
**FOR**  
**SELECTION OF AGENCY FOR SURVEY, PREPARATION OF RELOCATION  
AND REHABILITATION PLAN FOR URBAN STREET VENDORS**  
**IN ALL 12 MUNICIPAL CORPORATIONS OF BIHAR**  
**UNDER**  
**SUPPORT TO URBAN STREET VENDORS (SUSV) COMPONENT OF**  
**DEENDAYAL ANTYODAY YOJANA- NATIONAL URBAN LIVELIHOOD MISSION**  
**(DAY- NULM)**



**State Urban Livelihoods Mission (SULM)-Bihar**  
**Urban Development & Housing Department, Govt. of Bihar**  
**Vikas Bhawan, Patna – 800 015, Phone: 0612 – 2547876**  
**Website: [www.urban.bih.nic.in](http://www.urban.bih.nic.in)**



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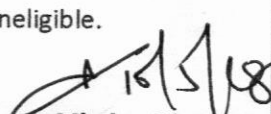
Selection of Agency for Survey, Preparation of Relocation and Rehabilitation Plan for Urban Street Vendors in all 12 Municipal Corporations of Bihar under Support to Urban Street Vendors (SUSV) component of **Deendayal Antyodaya Yojana- National Urban Livelihood Mission(DAY- NULM)**.

Ref. No. 04/NULM-60/16/.....1128

Date: 10.05.18

**-Tender Notice-**

1. Mission Director, State Urban Livelihoods Mission (SULM), Urban Development & Housing Department, Govt. of Bihar invites technical and financial proposals from eligible Consultancy Firm/agency for Survey, Preparation of Relocation and Rehabilitation Plan for Urban Street Vendors with respect to guidelines of Support to Urban Street Vendors (SUSV) component of Deendayal Antyodaya Yojana- National Urban Livelihood Mission (DAY-NULM).
2. **Participating Agencies must fulfil the following prerequisites:**
  - i. The agency must have been operational in India for at least 5 years. Proof of registration as a legal entity must be submitted.
  - ii. Average annual turnover of agencies for the last three financial years should be equal to or greater than Rs. 50 Lakhs.
  - iii. The agency should have experience of working with minimum 3 similar assignments (City Street Vending Plan or Slum Free City Plan of Action, City Development Plan, DPR of Municipal Market, Slum Redevelopment Plan, City Sanitation Plan, Master Plan of Urban Infrastructure) in the last 10 (ten) years.
  - iv. The agency must be recognized by Income Tax/Service Tax Act.
  - v. Only registered firms/agencies under Indian Partnership act, 1932 or registered companies under companies act 1956/2013 or Organisation registered under Society Registration Act 1860 are eligible to participate in this RFP.
  - vi. Government (Central & State) agencies may also apply if they fulfil above eligibility details..
3. Interested Agencies may download the complete Request for Proposal (RFP) document from the website <https://www.urban.bih.nic.in> from dt **18.05.2018**
4. A pre-bid meeting is proposed on date **22.05.2018** at **3:30 PM**.
5. Interested Agencies may submit their proposals along with a non-refundable demand draft of Rs. 5000/- (Rupees Five Thousand only) as cost of RFP and an EMD/Security Deposit of Rs. 1,00,000/- (Rupees One Lakh only) as prescribed in the RFP document (refundable). No proposals will be accepted without the Bid Security.
6. Proposals received without Cost of RFP document & EMD/Security Deposit are ineligible.
7. The last date for submitting the bids is **31.05.2018** upto 03:00 PM.

  
**Mission Director,**  
**State Urban Livelihoods Mission (SULM)**

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## Letter of Invitation

1. Mission Director, State Urban Livelihoods Mission (SULM), Urban Development & Housing Department, Govt. of Bihar (hereinafter 'the Department') invites proposals to provide Consulting Services for Survey and Preparation of relocation and rehabilitation plan for street vendors in all 12 Municipal Corporations of Bihar. Detailed Scope of Work is provided in the Terms of Reference.
2. A firm shall be selected under **Least Cost Selection** (LCS) method and procedures described in this RFP.
3. The RFP includes the following documents:
  - Letter of Invitation
  - Data Sheet and Instructions to Consultants
  - Instructions to Bidders
  - Technical Proposal, for Standard Forms
  - Financial Proposal, for Standard Form
  - Scope of Work (SoW), see Annexure
4. Please note that while all the information and data regarding this RFP is, to the best of the department's knowledge, accurate within the considerations of scoping the proposed contract, the department holds no responsibility for the accuracy of this information and it is the responsibility of the Consultant to check the validity of data included in this document.
5. Bidders are requested to submit scanned copies of following documents along with their proposals:-
  - i. Document Fee (Non-Refundable) of **Rs. 5000.00** (Five Thousand).
  - ii. Earnest Money Deposit (EMD)/ Bid Security (Refundable) of **Rs. 1,00,000.00 (One Lakh)**.
  - iii. Copy of certificate of Incorporation/Registration Certificate.
  - iv. Audited Statement of last 3 year to be enclosed along with ITR.
  - v. Completion Certificate alongwith work order/MOU from employer regarding experience should be furnished.
  - vi. Self-declaration about agency not being barred from participating in tendering or blacklisted by any government or semi-government organisation.
  - vii. Original draft of EMD and Document fee shall also be submitted physically before the last date.

Yours Sincerely

Mission Director, State Urban Livelihoods Mission (SULM)

**Section 2**  
**Instructions to Consultants**  
**Part- 1**

**1. Definitions:**

- (a) "Assignment/ job" means the work to be performed by the Consultant pursuant to the Contract.
- (b) "BUDA" means Bihar Urban Development Agency.
- (c) "Client" means The Director, State Urban Livelihoods Mission, Govt. of Bihar and its representative Urban Local Bodies.
- (d) "Consultant" means any entity or person or associations of person that may provide or provides the Services to the Employer under the Contract.
- (e) "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.
- (f) "Data Sheet" means such part of the Instructions to Consultants used to clarify the relevant clause of Instructions to Consultant or to replace certain clause of the Instructions to Consultant specific to the assignment.
- (g) "Day" means calendar day.
- (h) "Employer or Client" means the State Urban Livelihoods Mission, Govt. of Bihar 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.
- (i) "Government" means the Government of Bihar.
- (j) DAY-NULM means Deendayal Antodaya Yojana – National Urban Livelihoods Mission.
- (k) "SUSV" means Support to Urban Street Vendors, a component of DAY-NULM.
- (l) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their proposals.
- (m) "Joint Venture" means a Consultant which comprises two or more Partners each of whom will be jointly and severally liable to the Client for all the Consultant's obligations under the Contract.
- (n) "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Employer to the consultants.
- (o) "Partner" means any of the entities that make up the Joint Venture; and Partners means all those entities.
- (p) "Personnel" means professionals and support staff provided by the Consultant assigned to perform the Services or any part thereof;
- (q) "Project specific information" means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (r) "Proposal" means the Technical Proposal and the Financial Proposal.
- (s) "RFP" means the Request for Proposal prepared by the Employer for the selection of Consultants, based on the SRFP.
- (t) "Services" means the work to be performed pursuant to the Contract.
- (u) "Standard Electronic Means" includes facsimile and email transmissions.
- (v) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Assignment/job.
- (w) "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.
- (x) "UDHD" means Urban Development & Housing Department, Govt. of Bihar.
- (y) "ULB" means Urban Local Body, local government of a town/city.

## **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. The name of the assignment has been mentioned in Part II - Data Sheet. Detailed scope of the assignment has been described in the Terms of Reference in Section 5. The date, time and address for submission of the proposals have been given in Part II Data Sheet.
- 2.2 The Consultants are invited to submit their Proposal, for consulting Assignment 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.
- 2.3 Consultants should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and Local conditions, Consultants are encouraged to visit the ULBs and meet the Employer's representative named in part II 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.
- 2.4 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, and make available relevant project data and reports.
- 2.5 Consultants shall bear all costs associated with visits, 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 Criteria**

- 3.1 The bidders should satisfy the minimum eligibility and those as specified in the Data Sheet. Only those who satisfy these criteria should submit the proposal with necessary supporting document.
- 3.2 A firm declared ineligible by the Government of India or Government of Bihar shall not be ineligible to provide consulting services under the project.
- 3.1 The firm / agency should not be part of any consulting agency / contractor employed / engaged by the UD&HD for supervision, monitoring or implementation of its current projects/programmes or schemes. Such agencies shall be ineligible.

## **4. Eligibility of Joint Venture or Association of Consultants**

- 4.1 If the consultant has formed a Joint Venture or an association of consultants, each member of the JV or 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.
- 4.2 A consultant may associate with consultants and /or individual expert at the time of submission of proposal. 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 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 partner/ member of the association of the consultant shall be responsible and liable to the Employer for every aspects of their proposal, contract etc.

- 4.3 In case of a Joint Ventrue, the lead partner should not have less than 51% stake. The lead partner should also meet the 60% of the financial criteria i.e. the average annual turnover of the lead partner should not be less than 30 Lakhs.
- 4.4 Sub consulting is not permitted for this assignment.
- 4.5 The Consultant / Agency can submit one proposal only.
- 4.6 The Consultant shall bear all costs associated with the preparation and submission of its Proposal and contract negotiation.
- 4.7 The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to award of Contract without thereby incurring any liability to the Consultant.

## 5. Clarification and Amendment of RFP Documents

- 5.1 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) 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 5.2 below.
- 5.2 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.

## 6 Conflict of Interest

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 or their own corporate interests and act without any consideration for future work.

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:

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

- ii. **Conflicting Assignment:** A Consultant (including its Personnel) or any of its affiliates shall not be hired for any Assignment that, by its nature, may be in conflict with another Assignment of the Consultant to be executed for the same or for another Employer. Similarly, a Consultant hired to prepare Terms of Reference for an Assignment shall not be hired for the Assignment in question.
- iii. **Conflicting relationships:** A Consultant (including its Personnel) 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, (ii) the selection process for such Assignment, 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.

6.2 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.

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

## 7. Unfair Advantage

- If a Consultant could derive a competitive advantage from having provided consulting Assignment related to the Assignment in question and which is not defined as conflict of interest as per Para 6 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.

## 8. Number of Proposals

- An agency can submit one proposal only. If an Agency submits more than one proposal then the bid will be summarily disqualified without any back reference or correspondence or participates in more than one proposal, such proposals shall be disqualified.

## 9. Proposal Validity

- 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 proposal. Under such circumstance the Employer shall not consider such proposal for further evaluation and the bid security of the bidder.



## 10. Preparation of Proposals:

- (i) The Proposal as well as all related correspondence exchanged by the Consultants and the Employer, shall be written in English language, unless specified otherwise.
- (ii) 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.
- (iii) 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, it may associate with other Consultant, only through formation of Joint Ventures or Association in writing. However, in case of Joint Venture or Consortium, the lead partner should meet minimum 60% of the financial criteria and JV Partner /Consortium 40% of financial criteria.
  - b. The estimated number of Professional staff-months for the Assignment/job is as shown in the Part II. 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 vitae (CV) may be submitted for each position mentioned. CV of Alternative professional staff will not be evaluated.

## 11. 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 (A, B and C). 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 as per the terms of reference. For each Assignment, the outline should indicate the names of Professional staff who participated, duration of the Assignment, contract amount, and Consultant's involvement. Information should be provided only for those Assignments for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignments 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 & completion certificate 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 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 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 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.
12. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.
13. **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the Assignment, 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.
14. **Taxes:** The Consultant shall fully familiarize themselves about the applicable to Domestic taxes (such as: goods and services tax or income tax, 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 unless otherwise specified in Part II Data sheet.
15. **Currency:** Consultants shall express the price of their Assignment in India Rupees.
16. **Bid Security and Bid processing Fees:**
- (i) **Bid Security-**
    - Bid Security of **Rs. 1,00,000 (Indian Rupees One Lakh only)** must be submitted along with the Proposal in the form of DD drawn in favour of the Director, BUDA payable at **Patna** or in the form of Bank Guarantee issued by any scheduled bank of India in the name of "The Director, BUDA" or in the form of Fixed Deposit Receipt (FDR) pledged in the name of Director, BUDA.
    - Proposals not accompanied by Bid Security shall be rejected as non-responsive.
    - No interest shall be payable by the Employer for the sum deposited as Bid Security.
    - The Bid Security of the bidders would be returned back within one month of signing of the contract.

(ii) **The Bid Security shall be forfeited by the Employer in the following events:**

- If Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
- 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.
- If the consultant tries to influence the evaluation process.
- If the First ranked consultant withdraws his proposal during contract negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).

**17. Bid Processing Fees**

All consultants are required to pay Rs. 5,000 (Indian Rupees Five Thousand Only) towards Bid Processing Fees in the form of demand Draft drawn in favour of "Director, BUDA" and payable at Patna. 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.**

**18. Submission, Receipt, and Opening of Proposal:**

- i. 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. The technical proposal should be spiral binded with page numbers and table of contents.
- ii. 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 dully authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- iii. 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.
- iv. 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.
- v. 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.

**19. Proposal Evaluation:**

- i. 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.
- ii. The employer has constituted a Consultant Evaluation Committee (CEC) which will carry out the entire evaluation process.

**20. Evaluation of Technical Proposals:** CEC 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.

**21.** The CEC 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.

**22. Public opening & evaluation of the Financial Proposals:**

- i. Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified in 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.
- ii. 16.6 The CEC 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.
- iii. 16.7 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.

**23. Negotiations:**

- i. 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.
- ii. Technical negotiations: Negotiations, to be done with only successful bidder, 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.

- iii. 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. The financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- iv. 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.
- v. 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.

**24. Award of Contract:**

- i. 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.
- ii. 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.
- iii. The Consultant is expected to commence the Assignment/job on the date and at the location specified in the Part II Data Sheet.

**25. Confidentiality:** 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.

**26. Assignment Period :** The assignment shall be for a period of 1 (One) year from the date of execution of agreement which may be extended as per mutual agreement between two parties and if the consultant has provided services to the satisfaction of client.

**INSTRUCTIONS TO CONSULTANT**  
**Part-II**  
**DATA SHEET**

Referred clause of ITC are clarified / modified / replaced as given below:

Ref. clause of ITC	Particulars	Clarification / Modification / Replacement
2.1	Name of the Employer	Mission Director, State Urban Livelihood Mission, Urban Development & Housing Department, Government of Bihar
2.1	Method of Selection	Least Cost Selection (LCS) Method
2.2	Name of the Assignment is	Selection of Agencies for Survey and Preparation of Relocation and Rehabilitation Plan for Urban Street Vendors in all ULBs of Bihar under Support to Urban Street Vendors (SUSV) component of Deendayal Antyodaya Yojana- National Urban Livelihood Mission ( <b>DAY- NULM</b> ) in 142 ULBs.
2.3 & 14.4	Date & Time & Address for submission of Proposal	Date: 31.05.2018 Time: 15:00 Hrs. Address: Urban Development & Housing Department, First Floor, Vikas Bhawan, New Secretariat, Patna
2.4	Financial Proposal to be submitted together with Technical Proposal	<b>Yes</b>
2.5	Representatives of Employer:	Department's Representative: Mission Director or Nominated Official by Mission Director, State Urban Livelihoods Mission (SULM).
2.5	A pre-proposal meeting will be held:	A pre-proposal conference will be held: <b>Yes</b> <b>Date: 22.05.2018</b> <b>Time: 03:30 PM</b> Venue: Urban Development & Housing Department, Vikas Bhawan, Patna.
2.6	Inputs & facilities to be provided by the employer	All available reports and other relevant documents will be made available to the consultant. Consultant will have to make all other necessary arrangements such as computers, laptops, phones, internet, printer, fax, vehicles, etc. which may be required for discharging its duties and for achieving the targets and deliverable.
3.1 & 3.2	Eligibility / Qualification Criteria	Bidders Eligibility Criteria: <b>Applicable</b> a) The Agency must have been operational in India for at least 5 years. Proof of registration as a legal entity must be submitted. b) Average annual turnover of consultants/agencies for the last three financial years should be equal to or greater than Rs. 50 Lakhs. c) In case of Joint Venture / Consortium, Lead Partner/ Member should meet minimum 60% of the financial criteria and rest of the JV partners/ associated members should meet 40% of financial criteria. d) In case of Joint Venture / Consortium, any one of the partners should not have less than 51% share in the JV.

Ref. clause of ITC	Particulars	Clarification / Modification / Replacement		
		<p>e) The agency should have experience of working with minimum 3 similar assignments (City Street Vending Plan or Slum Free City Plan of Action, City Development Plan, DPR of Municipal Market, Slum Redevelopment Plan, City Sanitation Plan, Master Plan of Urban Infrastructure) in the last 10 (ten) years.</p> <p>f) The Agency must be registered under Income Tax/GST Act.</p> <p>g) Only registered firms/consultancies/agencies under Indian Partnership act, 1932 or under Companies Act 1956/2013 or Organisation registered under Society Registration Act 1860 are only eligible to participate in this RFP.</p> <p>h) Agency should have not been debarred from participating in tendering process or black listed by any government or semi-government organisation.</p> <p>i) Government (Central &amp; State) agencies may also apply if they fulfil above eligibility details.</p>		
4.1	Clarifications may be requested:	<p>Not later than 10 days before the submission date at following Address:  The Mission Director, SULM, Urban Development &amp; Housing Department, #159, First Floor, Vikas Bhawan, New Secretariat, Patna – 800 015  Tel.: 0612-2215385, 221550  Email: <a href="mailto:udhd.bih@gmail.com">udhd.bih@gmail.com</a> ,  <a href="mailto:daysulmbihar@gmail.com">daysulmbihar@gmail.com</a></p>		
4.4	No. of ULBs Consultant/ Agency apply for	<p><b>The Consultant/Agency can submit one proposal only. If an agency submits more than one proposal then the bid will be summarily disqualified without any back reference or correspondence.</b></p>		
9.1	Proposals must remain valid until:	<p>180 days after the submission date [i.e. up to 31.05.2018]</p>		
10.1	Language for Correspondence exchanged by consultant & the employer	<p>English</p>		
10.3 (a)	Association of Sub Consultant	<p>Sub consulting is not permitted under this Assignment</p>		
9.3 (b)	The estimated minimum number of Professional staff-months required for the Assignment is:	<b>Designation of Key Experts</b>	<b>Nos.</b>	<b>Total Man months</b>
		Team Leader/ Urban Development Specialist	1	24
		MIS expert	1	24
		GIS Expert	1	24
		Social Development Specialist	1	24
Project Engineer/ Infrastructure Specialist	1	24		

Ref. clause of ITC	Particulars	Clarification / Modification / Replacement		
		District Level Coordinators (for 12 Municipal Corporation)	12	24X12
10.4	The formats of the Technical Proposal to be submitted are:	<p>Form Tech 1: Letter of Proposal submission  Form Tech 2: Consultant's organization &amp; experience  Form Tech 3: Comments &amp; suggestions on TOR  Form Tech 4: Approach &amp; methodology (Max. of 20 pages including charts and diagrams)  Form Tech 5 : Team composition  Form Tech 6 : Curriculum vitae  Form Tech 7 : Staffing Schedule  Form Tech 8 : Work Schedule  Form Tech 9: Comment / modification suggested on draft contract.  Form Tech 10: Information regarding any conflicting activities and declaration thereof.  Submission of the technical and financial proposal in improper form will render the proposal liable to be rejected.</p>		
10.4 (g)	If training is a specific component of this Assignment	No		
10.6	Financial Proposal	In addition to technical proposal, Consultants are required to submit financial proposal sealed in separate envelope (as per forms prescribed in Section 4).		
11.1	Goods and Service Tax (GST)	<b>The GST will be paid as per prevailing laws and Rules. Bidders should not include GST in the financial proposal.</b>		
12.1	Consultant to state the cost in	Indian Rupees		
13.1	A Bid Security must be submitted:	<b>Yes :</b> The amount of the EMD/Bid Security is Rs.1,00,000 (One Lakh Rupees Only) and the duration for validity of Bid Security is 180 days. Bid security shall be refunded to the successful bidder upon signing of agreement with Mission Director, SULM, For unsuccessful bidders, the bid security shall be refunded within 30 days of opening of proposals.		
14	A non-refundable RFP Cost should be provided with Technical Proposal:	<b>Yes :</b> The amount of the RFP Cost is Rs. 5000/ (Five thousand) only payable through Demand Draft favouring the Director, BUDA, Bihar and drawn on a nationalized bank/ scheduled Bank, Payable at Patna.		
15.	Submission of Technical & Financial Proposal:	Consultant must submit the original and <b>1 (One)</b> copy of the Technical Proposal, and the original of the Financial Proposal.		
16.4	Eligibility Criteria for Responsiveness & Evaluation Criteria:	<p>For eligibility, the Consultant shall fulfil minimum eligibility criteria as follows:</p> <ul style="list-style-type: none"> <li>• Minimum average annual turnover of Rs. <b>50 (Fifty) Lakhs</b> or more during last three (3) financial years;</li> <li>• The Consultancy Firm should not have been blacklisted or debarred by any state or central</li> </ul>		



Ref. clause of ITC	Particulars	Clarification / Modification / Replacement
		<p>government department.</p> <ul style="list-style-type: none"> <li>• In case of Joint Venture / Consortium, lead partner should not have less than 51% share in the JV and should meet the 60% financial criteria.</li> <li>• Bidder (in case of single business entity) and all partners (in case of JV/ Consortium) jointly should have Experience of at least 2 (Two) similar assignments.</li> </ul> <p><b>Detailed Evaluation Criteria is given in Appendix to Data Sheet. The minimum qualifying technical score is 70%. Financial Proposal of only those bidders will be opened who score 70% or more marks in technical evaluation.</b></p> <p>CVs for the position of Coordinators will not be evaluated, hence not required to be submitted by the bidder for approval.</p> <p>Consultant will propose the CVs according to the requirements of the Terms of Reference. CVs which do not meet the minimum criteria as required by the Terms of Reference will not be considered for evaluation.</p> <p>For Staffing the Municipal Level Coordinators, Consultant will employ/engage only those who meets the minimum criteria as required by the Terms of Reference.</p>
16.5	Tentative Date of opening of Financial Proposal:	Will be intimated to the qualified bidders separately.
16.7	Method of Selection:	Method of Selection will be <b>Least Cost Selection (LCS) Method</b> . The Client will select the Consultant with the lowest evaluated total price among those Consultant that achieved the minimum technical score.
18.2	Performance Security:	The consultant will furnish within 10 days of the issue of Letter of Intent (LOI), an Account Payee Demand Draft/ Fixed Deposit Receipt/ Unconditional Bank Guarantee (in prescribed format)/ in favour of " <b>The Director, BUDA, Urban Development &amp; Housing Department</b> " payable/en-cashable at Patna, from any nationalised or scheduled commercial Bank in India for an amount equivalent to <b>5% (five percent) of the agreed consultancy fees for one year</b> towards Performance Security valid for a period of six (6) months beyond the stipulated date of completion of services. The Bank Guarantee will be released after six month and rectification of errors, if any. The performance Security may be forfeited by the client if the contract is terminated by the client for not providing the satisfactory services by the consultant.

Ref. clause of ITC	Particulars	Clarification / Modification / Replacement
18.3	Tentative Date of Commencement of Assignment:	Expected date for commencement of consulting services: <b>Within 7 days of signing the agreement with Mission Director, SULM</b>
20	Duration of Assignment	The assignment shall be for a period of 2 (Two) years from the date of execution of agreement which may be extended as per mutual agreement between two parties and if the consultant has provided services to the satisfaction of client.

**Appendix to Data Sheet to Instructions to Consultants**

The Detailed criteria for evaluation of technical proposals shall be as described hereunder:  
Appendix-II to Data Sheet

S. No	Criteria	Maximum Marks
<b>1</b>	<b>Firms General Experience &amp; Experience in Similar Assignments</b>	<b>300</b>
<b>A</b>	<b>General Experience in working urban sector (50 points)</b>	<b>50</b>
(i)	Less than 2 Projects	0
(ii)	More than 2 projects – 10 Marks each project but maximum 50 marks	50
<b>B</b>	<b>Specific Experience in Similar Projects (Preparation of City Street Vending Plan, City Development Plan, DPR of Municipal Market, Master Planning of Urban Area in last five years.) (250 points)</b>	<b>250</b>
(i)	Experience in less than 2 similar projects	0
(ii)	Experience of Preparation of City Street Vending Plans– 15 marks for each project if the above criteria is met, but maximum 90 marks	60
	Experience in GIS based Preparation of City Street Vending Plans– 15 marks for each project but maximum 60 marks	60
(iii)	Experience of City Development Plan/DPR of Municipal Market Development, Master Planning of Urban Areas and/or GIS based survey of at least 50000 persons or households – 15 marks for each project but maximum 60 marks.	60
(iv)	Experience of Working with NULM Projects – 10 marks for each project but maximum 20 marks	20
(v)	Experience in Social Survey and Training of Groups/Federations in Urban Areas – 10 marks for each project but maximum 30 marks.	30
(vi)	Experience in Micro Finance and credit linkage to SHGs and individuals. 10 marks for each project	20
<b>2.</b>	<b>Approach &amp; Methodology for proposed assignment</b>	<b>200</b>
<b>A</b>	<b>Understanding of Objectives</b>	<b>60</b>
	General Understanding (50%)	30
	Components coverage (50%)	30
<b>B</b>	<b>Quality of Methodology</b>	<b>70</b>
<b>C</b>	<b>Work Program</b>	<b>30</b>
<b>D</b>	<b>Personnel Schedule</b>	<b>20</b>
<b>E</b>	<b>Proposal Presentation in terms of documentation</b>	<b>20</b>
<b>3</b>	<b>Qualification and Experience of Team Leader &amp; Other Key Professionals</b>	<b>500</b>
<b>A</b>	<b>Team Leader cum Urban Development Specialist– 1 No</b>	<b>200</b>
(i)	Qualification –Master’s degree in Urban Planning or Regional Planning or Architecture Management. Should have experience of 5 years	50
(ii)	Project related experience – 10 marks for each project of large scale urban development/ NULM/City Infrastructure Development Projects/ programmes but maximum 80 marks	80
(iii)	Experience in Preparation of City Vending Plan.	20

<b>A-2</b>	<b>As Team Leader</b>	<b>50</b>
(i)	Experience as Team Leader in any assignment / PMC or PMU. 10 marks for each project but not more than 30 marks	30
(ii)	Experience as Team Leader in Urban Development project -10 marks for each project but not more than 20 marks.	20
<b>B</b>	<b>Project Engineer / Infrastructure Specialist – 1 No.</b>	<b>100</b>
(i)	Qualification – Post graduate/ graduate degree in civil engineering / technology from recognized university.	50
(ii)	General experience – 0 marks for less than 5 years of experience, 20 marks for 5 year experience & 10 marks for each year beyond 5 year experience in design, and supervision of urban infrastructure works but not more than 40 marks.	40
(iii)	Project related experience: Experience in preparation of drawing and design for City Vending Plans – 10 marks	10
<b>C</b>	<b>GIS Expert – 1 No.</b>	<b>75</b>
(i)	Qualification – Masters or equivalent degree in Geo-informatics	15
(ii)	General experience – 0 marks for less than 5 year experience, 10 marks for 5 year experience & 5 marks for each year beyond 5 year experience in government/ semi govt. / autonomous organizations/ private company of repute but not more than 25 marks.	40
(iii)	Project related experience: Exposure to software development & project management, database management, MIS etc. – 10 marks, 2 marks for each project but not more than 10 marks	20
<b>D</b>	<b>MIS Expert–1 No.</b>	<b>60</b>
(i)	Qualification – Post Graduate degree in Computer Science or Electronics or MCA/PGDCA.	25
(ii)	General experience – 0 marks for less than 5 year experience, 10 marks for 5 year experience & 5 marks for each year beyond 5 year experience in government/ semi govt. / autonomous organizations/ private company of repute but not more than 25 marks.	25
(iii)	Project related experience: Exposure to software development & project management, database management, MIS etc. – 10 marks, 2 marks for each project but not more than 10 marks	10
<b>E</b>	<b>Social Development Specialist – 1 No</b>	<b>60</b>
(i)	Qualification – Master’s Degree in Social Science /Sociology /Development Studies	15
(ii)	General Experience - 0 marks for less than 5 year experience, 10 marks for 5 year experience & 5 marks for each year beyond 5 year experience in planning and management of social development projects but not more than 20 marks.	15
(iii)	Project Related experience Experience in social and community development projects-2 marks for each project but not more than 10marks	30

	<b>Experience of working in urban slums/community-3 marks for each project but not more than 15 marks Knowledge and experience in participatory planning and community mobilisation – 5 marks</b>	
<b>F</b>	<b>District Level Coordinators - 12 Nos.</b>	<b>No Marking</b>
	<b>Qualification – Graduate in any discipline with three years of experience in social sector/GIS based surveys/street vendors association/economic development or social security</b>	<b>CVs of District Coordinators will not be evaluated</b>
	<b>General Experience – Should have atleast 3 years of experience in planning and management of social surveys and development projects.</b>	
	<b>Project Related experience - Experience in two social and social development surveys in any sector Experience of working in urban slums/community</b>	
<b>G</b>	<b>MIS Assistant - 02 Nos.</b>	<b>No Marking</b>
	<b>Qualification – Graduate in any discipline with three years of experience and degree diploma or certificate in computer application</b>	<b>CVs of MIS Assistant will not be evaluate</b>
	<b>General Experience – Should have atleast 3 years of experience in planning and management of social surveys and development projects.</b>	
	<b>Project Related experience Experience in two social and social development surveys in any sector Experience of working in urban slums/community</b>	

## 2.2 Evaluation of Technical Proposals

2.2.1 The eligibility criteria will be first evaluated as defined in Notice Inviting Request for Proposals for each bidder. Detailed technical evaluation will be taken up in respect of only those bidders, who meet with the prescribed eligibility criteria. The All bidders securing eligible criteria meeting the minimum criteria mentioned in Table 1 and 2 below shall be considered for opening of financial proposals.

**Table 1 - Eligibility Criteria**

<b>S.N.</b>	<b>Eligibility Criteria</b>
<b>1.</b>	Number of years in existence of Consultancy/Agency (The consultancy/Agency must have been operational in India for at least 5 years. Proof of registration as a legal entity must be submitted.)
<b>2.</b>	Average audited annual turnover of last 3 financial years (Average annual turnover of consultants/agencies for the last three financial years should be equal to or greater than 50 Lakhs. Agency would be required to provide certified copies of Audited Financial Statements of the organization/agency for over the last three Financial Years.)
<b>3.</b>	Previous Experience of Bidder- The Consultancy/Agency should have experience of working with minimum <b>2 similar assignments (City Street Vending Plan, City Development Plan, DPR of Municipal Market, Master Planning of Urban Areas)</b> in the last 10 (ten) years.
<b>4.</b>	The Agency must be registered under Income Tax/GST Act.
<b>5.</b>	Qualification and Experience of Team Leader & Other Key Professionals as per format 5.
<b>I.</b>	Team Leader/ Urban Development Specialist (minimum 5 years working experience)
<b>II.</b>	MIS expert (minimum 05 years working experience)
<b>III.</b>	GIS expert (minimum 05 years working experience)
<b>IV.</b>	Social Development Specialist (minimum 05 years working experience)
<b>V</b>	Project Engineer/Infrastructure Specialist (minimum 05 years working experience)
	District Level Coordinators (minimum 03 years working experience)

**Table 2 –Qualification and Experience of Personnel Criteria**

<b>Sr. No.</b>	<b>Expert Title</b>	<b>Qualification and Skills</b>	<b>Experience</b>
1.	Team Leader/ Urban Development Specialist	<ul style="list-style-type: none"> <li>• Masters or equivalent in planning/engineering/economics/ other relevant disciplines.</li> <li>• Sound knowledge of urban development issues</li> </ul>	Sector experience of more than 5 yrs and experience of management of similar projects of at least 5 Years
2.	MIS expert	<ul style="list-style-type: none"> <li>• Degree in Computer Science/ MCA</li> <li>• Expertise in statistical analysis and software development/ MIS applications</li> </ul>	At least 5 years Experience
3.	Social Development Specialist	<ul style="list-style-type: none"> <li>• Degree or equivalent in social development discipline</li> <li>• Sound understanding on issues of urban poor</li> </ul>	At least 5 years Experience
4.	Project Engineer/ Infrastructure Specialist	<ul style="list-style-type: none"> <li>• Degree in Civil Engineering</li> <li>• Sound knowledge of municipal services network, design norms, contracting</li> </ul>	At least 5 years experience in Project Engineering.
5.	GIS Expert	<ul style="list-style-type: none"> <li>• Masters or equivalent degree in Geo-informatics/ Urban Planning with GIS Specialisation.</li> <li>• Knowledge and experience In GIS mapping</li> </ul>	At least 5 years Experience
6.	ULB Coordinators	<ul style="list-style-type: none"> <li>• Graduate with at least three year of experience</li> <li>• Experience of coordination for two survey works.</li> <li>• Experience of working in urban areas.</li> <li>• Good communication and team leading skill.</li> </ul>	At least 3 years of experience in monitoring of survey works
7.	MIS Assistant (2 Nos.)	<ul style="list-style-type: none"> <li>• Degree in Computer Science/ BCA</li> <li>• Expertise in statistical analysis / MIS applications</li> </ul>	At least 5 years Experience

2.2.2 The Urban Development & Housing Department will constitute an Evaluation Committee for evaluation of Proposals received.

2.2.3 The evaluation committee will evaluate the Technical Proposals on the basis of Proposal's responsiveness to the TOR using the evaluation criteria system specified in the RFP. A Proposal shall be rejected if it does not achieve the minimum qualifying eligibility criteria.

2.2.4 A Technical Proposal may not be considered for evaluation in any of the following cases:

1. the Consultant that submitted the Proposal failed to make a proper statement effect in the cover letter ; or
2. the Consultant that submitted the Proposal was found not to be legally incorporated or established in India; or
3. the Technical Proposal was submitted in the wrong format.
4. The Technical Proposal reached the Urban Development & Housing Department after the submission closing time and date specified in the Data Sheet.

2.2.5 After the technical evaluation is completed, the Urban Development & Housing Department shall notify Consultants whose Proposals did not meet the minimum qualifying technical eligibility criteria or Consultants who's Technical Proposals were considered non-responsive to the RFP requirements, indicating that their Financial Proposals will be returned unopened after completion of the selection process. The Urban Development & Housing Department shall simultaneously notify, in writing to the consultants whose Technical Proposals qualified minimum qualifying technical eligibility criteria, indicating the date, time, and location for opening of Financial Proposals. (Consultants' attendance at the opening of Financial Proposals is optional).

### **2.3 Public Opening and Evaluation of Financial Proposals**

#### **2.3.1 Public Opening of Financial Proposals**

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

2.3.1.2 The department's representative will download the financial proposal of each of only qualified technical Proposals. Such representative will read out aloud the name of the Consultant and the total price shown in the Consultant's Financial Proposal. This information will be recorded in writing by the Client's representative. The price quoted by agencies shall be ranked as L1, L2, and L3 etc.

#### **2.4 Evaluation of Financial Proposals**

2.4.1 Financial proposals shall be opened publicly and read out; and the lowest priced bidder can be invited for contract negotiations. Urban Development & Housing Department reserves the right to award/ the assignment to the bidder quoting lowest price.

2.4.2 Consultants' attendance at the opening of Financial Proposals is optional.

2.4.3 The evaluation committee will review the detailed content of each Financial Proposal. During the review of Financial Proposals, the Committee and representatives of Urban Development & Housing Department designated by the Mission Director, SULM involved in the evaluation process, will not be permitted to seek clarification or additional information from any Consultant, who has submitted a Financial Proposal. Financial Proposals will be reviewed to ensure these are:

- i. complete, to see if all items of the corresponding Financial Proposal are priced, and correct any arithmetical errors.
- ii. Computational errors if there are errors these will be corrected;



### **3. Award of Procurement Services**

3.1 Urban Development & Housing Department will issue Letter of Intent (LoI) in favour of bidder who has offered lowest price. A Letter of Award (the "LOA") shall be issued, in duplicate, by Urban Development to the Selected Agency and the Selected Agency shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.

### **4. Execution of Agreement**

4.1 After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period of 7 days from the date of issuance of LOA.

### **5. Property Data**

5.1 All documents and other information provided by BUDA/SULM, Bihar or submitted by an Applicant to BUDA/ SULM, Bihar shall remain or become the property of BUDA/ SULM, Bihar. All information collected, analysed, processed or in whatever manner provided by the agency to Urban Development, in relation to the Consultancy shall be the property of BUDA/ SULM, Bihar.

### **6. Settlement of Disputes**

#### *6.1 Amicable Settlement*

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

#### *6.2 Dispute Settlement*

6.2.1 Any dispute between the Parties as to matters arising pursuant to this Agreement, which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement, may be submitted by either Party for settlement. If the dispute(s) is not resolved amicably then it shall be referred to arbitration and shall be dealt as per the provisions of the Arbitration Conciliation Act 1996. For all purposes, the Civil Court, Patna, shall have jurisdiction only in exclusion to any other jurisdiction specified under any other Act.

6.2.2 The place of Arbitration shall be at Patna only.

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 Bid Security and bid processing fees.

We are submitting our Proposal in JV/ association with: [Insert a list with full name and address of each JV/ 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:

*Consultant's Organization & Experience**Form Tech-2A: Format for Details of Consultant***1 Details of Bidder Firm**

1	Name of consultant with full address	:	
2	Tel. No.	:	
3	Fax No.	:	
4	Email	:	
5	Year of Incorporation.	:	
6	Name and address of the person holding the Power of Attorney.	:	
7	(i) Place of Business.	:	
	(ii) Date of Registration.	:	
8	Name of Bankers with full address.	:	
9	GST Registration Number (attach copy).	:	
10	Permanente Account Number (attach copy).		
11	Are you presently debarred / Black listed by any Government Department /Public Sector Undertaking /Any Employer? (If Yes, please furnish details)	:	
12	Name and details (Tel / Mobile / E (Email ) of contact persons	:	

**2 In case of a JV Consortium/ Association:**

- a. The information above should be provided for all the members of the JV consortium/ Association.
- 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 Tech- 2B: Format for Financial Capability of the Consultant

(Rs. crores)

<b>Consultant*</b>	-----(Name of Consultant)				
<b>FY</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>Total</b>	<b>Average</b>
<b>Annual Turnover</b>					

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 turnover 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 Tech-2C: General Experience of Similar Nature** *(List projects in the last 5 years & fill up one sheet for each project).*

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: Specific Experience in Similar Projects such as preparation of City Street Vending Plan or Slum Free City Plan of Action, City Development Plan, DPR of Municipal Market, Master Plan of Urban Infrastructures. (List projects in the last 5 years which are similar to that in the RFP & fill up one sheet for each project)**

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:	

*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 2.6 of the Part II Data Sheet to consultants including: administrative support, office space, Domestic transportation, equipment, data, etc.]

*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.].



**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. Mobile No. & email Id:

5. Date of Birth:

6. Nationality:

7. Unique Id (Aadhar Card) No.

8. Education:  
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

i. Membership of Professional Associations:

ii. Other Training:

iii. Countries of Work Experience:  
[List countries where staff has worked in the last ten years]:

iv. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

v. 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.]:

9. From [Year]: To Year]:

10. Employer:

11. Positions held:

12. Detailed Tasks Assigned  
[List all tasks to be performed under this Assignment/job]

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

[Among the Assignment/jobs in which the staffs have 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:

2. 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]:



WORK SCHEDULE

FORM TECH-8

No.	Deliverables <sup>1</sup> (D-..)	Months										
		1	2	3	4	5	6	7	8	n	TOTAL	
D-1	{e.g.,											
	1) data collection											
	2) drafting											
	3) inception report											
	4) incorporating comments											
	6) delivery of final report to Client}.....											
D-2	{e.g., Deliverable#2:..... }											
n												

- (a) List the deliverables with the breakdown for activities required to produce the other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- (b) Duration of activities shall be indicated in form of a bar chart.
- (c) Include a legend, if necessary, to help read the chart.



**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:

**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 figures<sup>1</sup>]. This amount is inclusive of the Domestic taxes including GST. 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:

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<sup>1</sup>Sub Total (A) as per Form FIN 2



## SUMMARY OF COSTS

S.No.	Particulars	Form	Amount in Rupees	Amount in words
1,	Remuneration	FIN 3		
2.	Out of Pocket Expenses that include Cost of Travel, both local and out of station; Cost of office supplies, TA/DA of staff, Rent, Communications, Consulting Fee, Provisional Sum, Contingency and/or any other expenses which is proposed by the Consultant.	FIN 4		
	<b>**Total Cost of Financial Proposal</b>			
<b>GRAND TOTAL</b>				

\* All the cost quoted by the bidder should be inclusive of GST.

\*\*For the purpose of evaluation of financial bids, the total of financial bid offered will be considered.

Authorized Signature

Name: \_\_\_\_\_

Designation \_\_\_\_\_

Name of firm:

Address:

**BREAKDOWN OF REMUNERATION**  
**(Professional Staff and Support Staff)**  
 (For details please refer to Note below)

S. No.	Name of Staff	Position	Man Month Rates in Rupees (A)	Proposed Man Months (B)	Total Amount in Rupees* (A) x (B)
<b>Key professionals</b>					
1		Team Leader/ Urban Development Specialist		24	
2		MIS expert		24	
3.		GIS expert		24	
4.		Social Development Specialist		24	
5.		Project Engineer/Infrastructure Specialist		24	
6.		ULB Coordinators (12 Nos. - One for each ULB)		24	
7.		MIS Assistant		24	
<b>Support Staff</b>					
	<b>Sub Total</b>				
<b>Total Remuneration cost</b>					

- 1 Key Professionals are to be indicated by name (Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5 & 7)
- 2 Support Staff is to be indicated per category. Indicate separately staff-month rate for each activity separately.

**Total Remuneration** = \_\_\_\_\_ (Amount in Words)

**BREAKDOWN OF OUT OF POCKET EXPENSES**

No.	Description	Unit	Conditions	Total Amount in Rupees
1.	Out of Pocket Expenses that include Cost of Travel; both local and out of station; Cost of office supplies, TA/DA of staff, Rent, Communications, Consulting Fee, Survey Cost, Provisional Sum, Contingency and/or any other expenses which is proposed by the Consultant.	Lumpsum for the entire assignment period of 12 months	1. All costs should be inclusive of taxes. 2. Should be inclusive of all expenses 3. Should be inclusive of Consulting Fee	
<b>Sub Total</b>				
<b>TOTAL: Out of Pocket Expenses</b>				

**Total Out of Pocket Expenses: = \_\_\_\_\_ (Amount in words)**

## Terms of Reference (ToR)

### 5.1 Project Background:

Introduced in 2013, "**Deendayal Antyodaya Yojana-Rashtriya Shahri Aajeevika Mission**" in Hindi, was being currently implemented in 791 cities across the country covering all district headquarters, cities and towns with a population of above one lakh. Government of India has now extended the **Deendayal Antodya Yojana-National Urban Livelihood Mission (DAY-NULM)** to all the 4,041 statutory urban local bodies in the country.

The DAY-National Urban Livelihood Mission (NULM) aims to promote sustainable development of the large informal and unorganized workforce in the urban areas. It urges special attention on street vendors as an occupational group in the informal sector and requires that interventions be designed for this group so as to improve their quality of life. It is estimated that in several cities street vendors count for about 2 percent of the population. Women constitute a large segment of these street vendors in almost every city. Street vending is not only a source of self-employment to the poor in cities and towns but also a means to provide "affordable" as well as "convenient" services to a majority of the urban population. With this background, the aim of this exercise is to support cities in preparing the City Street Vending Plan (CSVP) in the State. As of now the NULM project is being implemented in all statutory towns of Bihar. The consultant has to prepare relocation and rehabilitation plan, 12 Municipal Corporations (Patna/Ara/Biharsharif/Chhapra/Bhagalpur/Katihar/Prunia/Gaya/Begusarai/Darbhanga/Muzaffarpur/Munger) of Bihar. The assignment will be implemented in all above 12 ULBs of Bihar as per the list of *Annexure-1* (12 ULBs):

### 5.2. Current Status:

NULM was being implemented in 42 towns having urban population of 1 Lakh or more and district headquarters as per the guidelines. However, through its notification in February 2016, Ministry of Housing and Urban Affairs, Government of India empowered all the States to implement DAY-NULM in all the remaining statutory urban local bodies even if they have a population of less than one lakh each, as result Government of Bihar has now extended the coverage of the Mission to all the **143** statutory towns in the State.

As SUSV component was already being implemented in 42 NULM towns, significant progress has been made in these towns. Major tasks carried out in the 42 Towns, which are spread across the 42 ULBs, are as follows:

- Mobilization and Survey (Biometric) of Street vendors - **53,666 covering all the 42 towns (Organised through formation of 372 market committees)**
- Data entry of the surveyed Vendors in SULM MIS Portal has been completed. Some of the data needs validation and corrections as per the report received after field verification.
- Agency for printing of I- Cards has been contracted and cards are being printed.
- Informal Town Level Federations (TLF) has been formed in 42 ULBs.
- Bank Account opened for all the TLFs.
- Registration of State Level Federation of Street Vendors has been done. However, the byelaws require changes.
- Operational Manual for roles, responsibility and objectives of TLF has been prepared.
- Capacity Building of TLF on administration and financial systems of institutions.
- Mobilization of street vendors for skill Training and convergence –1070 Nos.
- Linkage with center and state government Schemes - 38,985 (Vendors are being linked with RSBY, PMJJBY, APY, PMJDY, PMJSBY pension schemes, Housing for all etc. They have also been linked with Bihar Shatabadi, JSY)
- Financial Inclusion and credit linkage to 15,588 vendors.

### 5.3 SCOPE OF WORK

The Scope of work for the assignment includes but is not limited to following:-

- Identification of street vendors and capturing their profile including UID and geo-reference of their place of vending.
- Identify hurdles faced by the street vendors in improving their quality of life– economic, social, skill related and designing structured interventions for mitigation including cross programme synergies;
- Introduce/link to existing systems for community based micro-finance and other financial services;
- Provide skill and entrepreneurship training support for taking up alternate livelihood activities;
- Preparation of City Street Vending Plans and Detailed Implementation Plan for 12 Municipal Corporations;
- Implementations of Detailed Implementation Plan in each town; and
- Design and implementation of capacity building and awareness programs / activities

### 5.4 DESCRIPTION OF TASKS:

#### **5.4.1 Once the vendor list is finalized, the following tasks have to be undertaken:**

- Identification of areas where street vendors have been profiled which may be classified as restriction-free, restricted and prohibited vending zones based on set criteria under Scheme and Rules formulated under the Street Vendors Act, 2014. These criteria will be determined in advance with the broad framework given by the government in the National Street Vending Policy 2009 and the Street Vendors (Protection of Livelihood and Regulation of Street Vending) Act 2014.
- Identification of existing natural and emerging markets for considering the possibility of developing them into regular markets and vending zones in a PPP mode to result in a win-win situation - for the vendors, the potential users of the services and the vehicular and pedestrian traffic.
- Identification of vending zones operating on time-sharing basis as well as weekend market zones.
- Work out the carrying capacity of the vending zones identified.
- Work out procedure of allotment of spaces for vendors' markets for regular as well as vending on time-sharing basis including the period of validity of the allotment of spaces for the vendors

**5.4.2. Interact with the ULBs to strengthen Town Vending Committees:** TVCs have been formed in all the towns.. The Consulting Agency will interact with ULBs in the project towns to strengthen the working of these Committees that will include setting in place operational systems. The Agency will also canvass among the identified street vendors in these 12 Municipal Corporations and establish the need for linkages with the Town Vending Committees and increase the membership base of these Committees.

5.4.2 The agency will be responsible of printing and distributing identity cards to the vendors as per the vending plans prepared. The specification and other details of the ID cards will be provided by the department.

**5.4.3 Capacity Building :** The Consulting Agency will review the modules prepared for the capacity building of the street vendors and provide training to the ULBs/Town Vending Committees/street vendors and other stakeholders on the need, vision and process of formation of federations as well as other relevant issues/topics. The Agency will also be responsible for training office bearers of the state level federation for efficient management. Street Vendors will be trained in allied business activities for increasing their income.

Agency will be responsible for organization of trainings of street vendors on aspects such as their rights and responsibilities, specific policies or laws related to street vendors, food safety, maintenance of hygiene, waste disposal, etc

50% of total surveyed vendors to be covered for capacity building & training. At least 2 days inclusive training programme shall be organized for each vendor.

The maximum cost of training per vendors should not exceed **Rs. 750/person/day**

Bidders are advised to include cost of trainings in their financial bids.

**5.4.4 Facilitating the registration process:** The Consulting Agency will develop the concept for the hierarchical structure and identify the most appropriate legal framework for registering these community based groups at state and sub-regional level—registration may be in formal at the sub regional level. It shall facilitate the process of selection of promoter members and help in preparation of Bye laws and other supporting documents required for the registration of the Federation at state level. It should also support in filing the required documents to the Registration Department and support in obtaining the registration certificate. The Agency will also be responsible for conducting transparent Selection Process of Office bearers and building their capacity.

**5.4.5 Support in leveraging resources:** The Consulting Agency is expected to facilitate linkages with financial institutions and other funding agencies for leveraging resources for the State level Federation. Particular emphasis shall be on developing and institutionalizing systems for ensuring credit flow, fund management, repayment and its proper accounting. The Agency is also required to facilitate linkages with Financial Institutions for easy access to credit for purchasing essential raw materials for expanding or diversifying the vending activity or to start an alternate livelihood activity as the need may be. For all such purposes, the State level Federations shall take the accountability for ensuring access to credit and its repayment.

#### **5.4.6 Preparation of City Street Vending Plan for 12 Municipal Corporations.**

The consultant has to prepare GIS based Street Vending Plan for **all the 12 ULBs** separately which will contain the following:

- (i) Profile of street vending trades and activities;
- (ii) Spatial distribution of street vending activities;
- (iii) Earmarking of space or area for vending zones with coordinates;
- (iv) Determination of vending zones as restriction- free vending zones, restricted vending zones and no-vending zones;
- (v) Estimates of holding capacity of vending zones, which is the maximum number of street vendors who can be accommodated in any vending zone;
- (vi) Infrastructure development planning with drawing, design, estimates, etc. for each vending zone;
- (vii) Understanding of key challenges, constraints and issues relating to street vending.
- (viii) Possible solutions and potential street vending areas;
- (ix) Declaration of no-vending zone shall be carried out by the plan for street vending, subject to the following principles, namely:—
  - i. any existing market, or a natural market as identified under the survey shall not be declared as a no-vending zone;
  - ii. declaration of no-vending zone shall be done in a manner which displaces the minimum percentage of street vendors;

- iii. overcrowding of any place shall not be a basis for declaring any area as a no-vending zone provided that restrictions may be placed on issuing certificate of vending in such areas to persons not identified as street vendors in the survey;
  - iv. sanitary concerns shall not be the basis for declaring any area as a no-vending zone unless such concerns can be solely attributed to street vendors and cannot be resolved through appropriate civic action by the local authority;
  - v. till such time as the survey has not been carried out and the plan for street vending has not been formulated, no zone shall be declared as a no-vending zone
- (x) The Street Vending Plan will also take into account the natural markets where sellers and buyers naturally congregate for the sale and purchase of products and services.
  - (xi) The Plan will be developed after consultations with Street Vendor's representatives and other relevant stakeholders.
  - (xii) While preparing the Street Vending Plan, the consultant shall coordinate with the city police, traffic police, planning authority and other local agencies should also devise and promote vendor friendly policies, solutions and strategies to accommodate and facilitate street vending in a manner that is conducive to street vendors and the public at large. This may include policies for traffic management and regulation on market days or at certain times of the day, arrangements for lighting, water, sanitation and waste disposal in street vendor market areas.
  - (xiii) The Agency may coordinate with planning authorities to develop pro-vending norms and stipulation of vending spaces in new or refurbished roads, markets, office and residential complexes and other public spaces and public infrastructure. This will ensure greater acceptability of Street Vending Plans among the stakeholders.
  - (xiv) The consultant should make every effort to minimize disruption to existing markets while developing the city street vending plan. Accordingly, the plan may be developed in such a manner that no relocation or eviction of street vendors takes place. Re-location of street vendors, if required, must be based on consultation with the affected vendors. Based on the survey findings, the City Street Vending plan may also include a digitised or non-digitised map of vending activities, vending trades and existing markets at ward or zone level.

Town wise City Street Vending Plans (CSVP) must be submitted to the State Urban Livelihood Mission, Bihar (SULM, Bihar) after approval of Town Vending Committee (TVC) of the concerned town.

#### **5.4.7 Preparing Detailed Implementation Plan (DIP) for all the 12 Municipal Corporations.**

The Consultant has to prepare a Detailed Implementation Plan (DIP) for the execution of the City Street Vending Plan including infrastructure improvement projects which would include improved civic facilities such as paving, water supply, toilets, waste disposal facility, lighting, common storage space, and specialized carts for specific types of trades, temporary sheds and/or parking facilities. The infrastructure requirements for vendors markets will be assessed based on consultations with street vendors and their associations, local agencies and other stakeholders and will be facilitated by the ULB.

The DIP for infrastructure improvement must be prepared only after the street vendor survey and the master plan for the area where the project is located, has been completed. While preparing the DIP, provision for providing specialized carts to the street vendors for specific types of trades such as food vending etc. may be included with a view to improve the hygiene and optimal utilization of space. These carts may be funded through individual loans covered under the SEP component of DAY-NULM.

#### **5.4.8 Detailed Implementation Plan (DIP) for each of the city should contain:**

- i. Project rationale, details of beneficiaries and stakeholders, how it will contribute to improved street vending in the surrounding area, and how it fits within the overall City Street Vending Plan
- ii. Land ownership details.

- iii. Relocation plan, if any must be supported by a letter of consent from the affected street vendors and/or their association.
- iv. Specific infrastructure improvement project details with costs, including operations and maintenance plan.
- v. Detailed and complete list of beneficiaries who will benefit from the project
- vi. Safety concerns, if any, relating to fire hazard or other hazards.

The consultant agency may also develop DIP for certain of “food streets” “farmers markets” “night market” and other such specialised/theme based markets subject to the provisions stipulated above. In markets where food will be prepared in the market, the consultant should take into account issues of food safety and fire hazard in addition to other elements of infrastructure improvement that will be required.

DIP must be submitted to the SULM, Bihar after approval of City Street Vending Plan (CSVP) for the approval. DIP will be considered final once approved by SULM.

#### **5.4.9 Execution of Detailed Implementation Plan for all 12 Municipal Corporations :**

The agency will be responsible for execution of the Detailed Implementation Plan to ensure that the City Street Vending Plan has been implemented in all **12 Municipal Corporations**. The execution would include identification and rehabilitation of vendors who have been displaced or relocated, design, drawing and BOQ of infrastructure improvement projects, settlements of vendors in new vending zones, distribution of Id cards and certificate of vending, database management and entries on MIS portal, handing-over and all other activities that are required to execute the City Street Vending Plan in all respective ULBs.

Execution of DIP may require coordination with other agencies and government departments. Therefore, agency would be responsible for coordination with various departments as per requirement.

#### **5.4.10 Promote selected scalable/identified livelihoods activities:**

The Agency will undertake assessment of interventions that will enable improvement of their current livelihoods, identify skill and enterprise training requirements that they may have either for themselves or as an alternate livelihood for family members. The Agency will also facilitate access of these groups to Identity cards, Credit access, Health cards and other social security benefits, setting up clearly defined vending zones etc. It shall promote vendors to undergo various skill training programme in alternate sectors.

#### **5.4.11 Convergence with Social Security and Financial Inclusion Schemes for all 12 Municipal Corporations:**

Agency will ensure that awareness drives are undertaken to educate street vendor’s households on various social security schemes being implemented by other agencies/ government departments. Similarly Agency will drive campaigns and organise camps to facilitate credit facilities under SEP-I, SEP-G and SEP (SHGs) components of the DAY-NULM, bank linkages, accounting opening, documentation, micro enterprise development, etc.

Agency will ensure that at least **10% of the total surveyed vendors from 12 ULBs** are covered under any of the components such as Self Employment Programme (SEP), Financial Inclusion or Employment through Skill Training and Placement under DAY-NULM.

Agency will facilitate registration of the Street Vendors who are still not registered under UID. For this, agency will organise special camps for the registration of such vendors. Agency will also coordinate with DRCs to facilitate registration of vendors under Aadhaar.

#### **5.4.12 Submission of Monthly and Quarterly Report for all 12 towns.**

Agency will be required to submit monthly as well as quarterly reports in the prescribed format to the department.



Agency will also submit an inception report giving detailed methodology, staffing and timelines, schedules of survey, work plan, etc. within 15 days after signing the contract.

### 6. Contract Period

As the duration of assignment is for one year only, the agency will be contracted for only one year only. However, the contract period may be extended on terms and conditions mutually agreed upon between UD&HD and the Consultant

### 7. Schedule

Agency will be required to complete all the tasks within one year as per following schedule:

S. No	Tasks	Months												
		1	2	3	4	5	6	7	8	9	10	11	12	
1	Submission of Inception Report													
2	Identification of Vendors													
3	Aadhar Seeding													
4	Development of City Vending Plan													
5	Distribution of IDs and Certificates													
6	Development of DIP													
7	Execution of DIP													
8	Report Submission													
		Inception report	MPR	MPR	MPR&QPR	MPR	Draft City Vending Plans	M&QPR, Final Vending Plan	SVP and Final DIP	MPR	MPR&QPR	MPR	Fi	report

### 8. Outputs and Deliverables

The project deliverables under this assignment include:

Ensure aadhar seeding of all the vendors surveyed and integration of data with the existing database. MIS entry of all the vendors in NULM MIS Portal.

- Preparation and submission of City Street Vending Plan in 12 Municipal Corporations duly approved by the concerned ULB.
- Preparation and Submission of detailed Implementation Plan (DIP) for all the 12 Municipal Corporations duly approved by the concerned ULB.
- Execution of Detailed Implementation Plan for all 12 Municipal Corporations.
- Capacity building of functionaries and members. Atleast three trainings.

- Facilitate revenue generation/fund/credit linkages to at least 50% of members of the town level federations.
- Capacity building of surveyed vendors for fund management through micro finance activities.
- Ensure skill training of atleast 10% members under various skill sectors as identified under NULM –this will include training for alternate livelihoods for family members. The trainings should be arranged under EST&P component of DAY-NULM.
- Ensure that 100% street vendors enlisted have been verified and have identity cards issued by respective ULBs.
- Agency will be responsible for facilitating registration of street vendors for UID (Aadhar) in case they are not registered.
- Establish convergence with social security schemes operational in the state. Atleast 25% of all Street Vendors should be linked with atleast two of the following social security schemes :- RSBY, Swach Bhart Mission, Hosuing for All, PM Jeevan Joyti Yoajan, PMJSBY, PM Suraksha Bima Yojana. Atal Pension Yojna, Bihar Shatabadi,

The Consulting Agency will submit quarterly Progress Reports which will include progress made in the reporting period and proposed activities in the next quarter. Monthly and quarterly targets will be agreed at the time of signing the contract.

The following outputs are expected to be delivered in stages:

**Table 3- Schedule of Deliverables**

Sr. No.	Deliverable	Copies	Due date
1.	Submission of town wise inception report (including detailed strategy and methodology for preparation of CSVP, DIP and Execution of DIP, Organizing training for vendors & report of Kickoff Workshop, staffing, etc)	2 set of hard copies & 2 set of soft copies	End of Week 2
2.	Draft Street Vending Plan for all 12 Municipal Corporations.	2 hard copies & 2 set of soft copies	End of 22 Weeks.
3.	Final Street Vending Plan (approved by Municipal Corporation & by SULM ) for 12 Municipal Corporations.	3 hard copies & 3 set of soft copies	End of 26 Weeks
4.	Final Detailed Infrastructure Plan (DIP) for 12 Municipal Corporations.	(DIP) 2 hard copies & 2 set of soft copies	End of 28 Weeks.
5.	Execution of DIP in all 12 Municipal Corporations.	Town wise report	End of 28 to 48 Weeks.
6.	Submission of Final Report	2 hard copies & 2 set of soft copies	End of 50 Weeks.

*Note: Midterm meeting with all the Commissioners/EOs sharing the draft SVPs of all the MCs, discussion with authorities and submission of the final SVPs to the UDD within 15 days of the workshop.*

Above given time schedule shall be strictly adhered to. In case of any delay Mission Director, SULM may consider time extension on the merits otherwise a penalty for delay at the rate of 0.05% of total payment per week shall be levied.

## 9. Experts and Inputs for each 142 ULBs

**Table 4 - Experts Qualification and Experience**

Sr. No.	Expert Title	Qualification and Skills	Experience
1.	Team Leader/ Urban Development Specialist	<ul style="list-style-type: none"> <li>• Masters or equivalent in planning/engineering/economics/ other relevant disciplines.</li> <li>• Sound knowledge of urban development issues</li> </ul>	Sector experience of more than 10 yrs and experience of project management of similar projects of at least 5 Years
2.	MIS expert	<ul style="list-style-type: none"> <li>• Degree in Computer Science/ MCA</li> <li>• Expertise in statistical analysis and software development/ MIS applications</li> </ul>	At least 5 years Experience
3.	GIS Expert	<ul style="list-style-type: none"> <li>• Master or equivalent degree in Geo-informatics/ Urban Planning with GIS specialisation.</li> <li>• Knowledge and experience in GIS mapping.</li> </ul>	At least 5 years Experience
4.	Social Development Specialist	<ul style="list-style-type: none"> <li>• Degree or equivalent in social development discipline</li> <li>• Sound understanding on</li> <li>• issues of urban poor</li> </ul>	At least 5 years Experience
5.	Civil Engineer/ Infrastructure Specialist	<ul style="list-style-type: none"> <li>• Degree in Civil Engineering</li> <li>• Sound knowledge of municipal services network, design norms, contracting</li> </ul>	At least 5 years experience in Project Engineering.
6.	District Level Coordinators (12 Nos.)	<ul style="list-style-type: none"> <li>• Graduate with at least three year of experience</li> <li>• Good communication and team leading skill.</li> </ul>	At least 3 years of experience in monitoring of survey works
7.	MIS Assistant	<ul style="list-style-type: none"> <li>• Degree in Computer Science / BCA.</li> <li>• Experience in statistical analysis/ MIS applications.</li> </ul>	At least 5 years Experience

- The persons whose CVs are proposed in the bid shall not be allowed to change. In case of any urgency, Mission Director, SULM may consider request of the bidder.
- The CVs of District Level Coordinators need not be submitted along with proposal as these CVs would not be evaluated.

## 10. Working Arrangements

**10.1 Management and counterpart staff :** The assignment will be contracted by the Mission Director, SULM, Bihar and will ensure the support of government officials, Parastatal agencies wherever necessary.

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

**Mission Director, SULM will:**

- Designate “Team Leader” PMC-NULM responsible for management and coordination of consultants.
- Constitute multi-stakeholder City Level Street Vending Committee.
- As a part of this corporation will nominate officers from relevant sections of the agency to participate in the process of stakeholder consultation and CSVP preparation.
- Provide the Consultant with existing maps (as available with it) and data on Corporation and service delivery.
- Provide the Consultant with necessary authorization to procure information from line departments.

**10.3 Consultant will be responsible to:**

- Arrange its own office space and equipment and other tools for surveys
- Arrange for all transportation and travelling required
- Arrange for required number of enumerators / surveyors
- Arrange its own translations, communication, data processing, and printing equipment and necessary stationeries
- Arrange its own computers, office space, telephones etc.
- Work closely with the SULM/PMC-NULM and the Urban Local Bodies.

**11. Payment Schedule:**

Sr. No.	Deliverables	Total Percentage of payment
1.	Submission of town wise inception report (including detailed strategy and methodology for preparation of CSVP, DIP and Execution of DIP, Organizing training for vendors & report of Kickoff Workshop, staffing, etc)	10% of the Total Fees.
3.	Submission of Final Street Vending Plan for all the towns duly approved by ULBs.	25% of the total fees.
4.	Submission of Final Detailed Implementation Plan (DIP)	15% of the total fees.
5.	On Submission of Completion Certificate on Execution of the DIP	40% of the total fee.
6.	Submission and Approval of the Final Report by the Department	10% of the total fees

*\* The payment would be released on pro-rata basis against completion of task in each town. Total amount allocated for each deliverables will be further divided into certain percentage for Nagar Nigams, Nagar Parishads and Nagar Panchayats respectively.*

**List of 12 Municipal Corporations:**

S. No	Commi-ssionery	District	Name of ULBs
1.	Purnea	Katihar	Katihar Nagar Nigam
2.	Purnea	Purnea	Purnea Nagar Nigam
3.	Bhagalpur	Bhagalpur	Bhagalpur Nagar Nigam
4.	Munger	Begusarai	Begusarai Nagar Nigam
5.	Munger	Munger	Munger Nagar Nigam
6.	Darbhanga	Darbhanga	Darnbhanga Nagar Nigam
7.	Tirhut	Muzaffarpur	Muzffarpur Nagar Nigam
8.	Saran	Chhapra	Chhapra Nagar Parishad
9.	Patna	Nalanda	Bihar Sharif Nagar Nigam
10.	Patna	Patna	Patna Nagar Nigam
11.	Patna	Bhojpur	Ara Nagar Nigam
12.	Magadh	Gaya	Gaya Nagar Nigam
			<b>Total</b>

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**Appendix F:** Format for Bank Guarantee for Performance Security

**Appendix G:** Minutes of the Pre-bid meeting

## Section I: FORM OF CONTRACT

### CONTRACT FOR:

*[Please insert name of project]*

### CONTRACT NUMBER:

*[Please insert project number]*

**THIS CONTRACT is made**

### BETWEEN :

**[UD&HD(hereinafter referred to as "the Client")**

**AND :**

*[Please insert name of Consultant ]* (hereinafter referred to as "the Consultant")

*[Please insert nodal officer and communication address of the consultant]*

### WHEREAS:

- A. the Employer has requested the Consultants to provide certain consulting services as defined in the General Conditions attached to this Contract (hereinafter called the "Services");and
- B. the Consultants, having represented to the Employer that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

### **Documents**

This Contract shall be comprised of the following documents:

Section 1	Form of Contract
Section 2	General Conditions
Section 3	Special Conditions
Section 4	Terms of Reference
Section 5	Schedule of Prices
Section 6	Minutes of Contract Negotiation Meeting

### **Appendices:**

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements and Staffing Schedule.

Appendix B: Schedule of Prices.

Appendix C: Minutes of Financial/ Contract Negotiations with the Consultant, If any.

Appendix D: Copy of letter of invitation

Appendix E: Copy of letter of acceptance

Appendix F: Copy of Bank Guarantee for Performance Security

Appendix-G: Minutes of the pre-bid meeting

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

The mutual rights and obligations of the Employer and the Consultants shall be as set forth in the Contract; in particular

- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
1. Employer shall make payments to the Consultants in accordance with the provisions of the Contract.

**2. Commencement and Duration of the Services**

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

**3. Financial Limit**

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

**4. Time of the Essence**

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

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

For and on behalf of Client

For and on behalf of  
Consultant

Signature:  
Name:  
Date:

Signature:  
Name:  
Date:

Witness on behalf of Client

Witness on behalf of Consultant

1.1 .....

1 .....

1.2 .....

2 .....

## Section II: GENERAL CONDITIONS OF CONTRACT

### DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

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

“Applicable Law” means the laws and any other instruments having the force of law.

“Contract” means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;

“Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;

“GCC” means these General Conditions of Contract;

“Government” means the Government of Bihar;

“currency” means the Indian National Rupee;

“Member”, in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and “Members” means all of these entities;

“Personnel” means persons hired by the Consultants as approved by EMPLOYER as employees and assigned to the performance of the Services or any part thereof; “foreign Personnel” means such persons who at the time of being so hired had their domicile outside India; and “local Personnel” means such persons who at the time of being so hired had their domicile inside India;

“Party” means the Employer or the Consultants, as the case may be, and Parties means both of them;

“Services” means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project; and

(n) “Third Party” means any person or entity other than the Government, the Employer, the Consultants or a Sub-consultant.

(o) “SC” means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented

#### 1.2 Relation between the Parties

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

#### 1.3 Language

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

#### **1.4 Heading**

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

#### **1.5 Notices**

**1.5.1** Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address as specified in the SC.

**1.5.2** Notice will be deemed to be effective as specified in the SC.

A party may change its address for notice hereunder by giving the other Party notice of such change at the address mentioned as under

#### **Employer :**

The Mission Director,  
State Urban Livelihoods Mission  
Bihar Urban Development Agency. GoB  
Vikas Bhawan, New Secretariat,  
BAILEY ROAD, PATNA-800001, BIHAR

#### **Consultant:**

#### **1.6 Location**

The Services shall be performed at such locations as are specified in TOR

#### **1.7 Authority of Member in Charge**

In case the Consultants consist of a joint venture of more than one entity, the Members hereby will authorize an entity to act on their behalf in exercising the entire Consultants' rights and obligations towards the Employer under this Contract, including without limitation the receiving of instructions and payments from the Employer.

#### **1.8 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Consultants may be taken or executed by the authorized representative.

#### **1.9 Taxes and Duties**

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

### **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

#### **2.1 Effectiveness of Contract**

This Contract shall come into force and effect on the date of the Employer's notice to the Consultants instructing the Consultants to begin carrying out the Services.

#### **2.2 Termination of Contract for Failure to Become Effective**

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than two (2) months written

notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

### **2.3 Commencement of Services**

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

### **2.4 Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date.

#### **2.4.1 Entire Agreement**

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

#### **2.4.2 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 hereof, however, each party shall give due consideration to any proposals for modification made by the other Party.

### **2.5 Force Majeure**

#### **2.5.1 Definition**

- a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### **2.5.2 No Breach of Contract**

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

#### **2.5.3 Measures to be Taken**

- a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- b) A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible
- c) The Parties shall take all reasonable measures to minimize the event of Force Majeure

consequences of any

#### **2.5.4 Extension of Time**

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

#### **2.5.6 Payments related to force majeure**

Both the parties will have to bear their own cost during the force majeure.

#### **2.5.7 Consultation**

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

#### **2.6 Suspension**

The Employer may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension

#### **2.7 Termination**

##### **2.7.1 By the Employer**

The Employer may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.9.1, terminate this Contract:

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing;
- (a) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (b) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
- (c) if the Consultants submit to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Consultants know to be false;
- (d) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (e) if the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

##### **2.7.2 By the Consultants**

The Consultants may, by not less than thirty (30) day's written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.9.2, terminate this Contract:

- 1 if the Employer fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- 2 if the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Employer of the Consultants' notice specifying such breach;
- 3 if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- 4 if the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof

### **2.7.3 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses 2.2 or 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 (ii) hereof, and (iv) any right which a Party may have under the Applicable Law

### **2.7.4 Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Employer, the Consultants shall proceed as provided, respectively, by Clauses 3.9 or 3.10 hereof.

### **2.7.5 Payment upon Termination**

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

- remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination
- ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the effective date of termination; and

### **2.7.6 Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause 2.8.1 or in Clause 2.8.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## **3. OBLIGATIONS OF THE CONSULTANTS**

### **3.1 General**

#### **3.1.1 Standard of Performance**



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

### **3.1.2. Law Governing Services**

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Personnel of the Consultants, comply with the Applicable Law. The Employer shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications, respect such customs.

## **3.2 Conflict of Interests**

### **3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Clause 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the Discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

### **3.2.2 Consultants and Affiliates not to be otherwise interested in Project**

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

### **3.2.3 Prohibition of Conflicting Activities**

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

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

## **3.3 Confidentiality**

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

## **3.4 Liability of the Consultants**

The Consultants' liability under this Contract shall be as provided by the Applicable Law.

## **3.5 Insurance to be taken out by the Consultants**

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

### **3.6 Accounting, Inspection and Auditing**

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

### **3.7 Consultants' Actions requiring Employer's prior Approval**

The Consultants shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel as are listed in staffing schedule;
- (b) entering into a subcontract for the performance of any part of the Services is not permissible and the Consultants shall remain fully liable for the performance of the Services by its Personnel pursuant to this Contract;

### **3.8 Reporting Obligations**

The Consultants shall submit to the Employer the reports and documents specified in **ToR** hereto, in the form, in the numbers and within the time periods set forth in the said **ToR**.

### **3.9 Documents prepared by the Consultants to be the Property of the Employer**

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

### **3.10 Equipment and Materials furnished by the Employer**

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

## **4. CONSULTANTS' PERSONNEL**

### **4.1 General**

The Consultants shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

### **4.2 Description of Personnel**

- a) The titles, agreed job descriptions, minimum qualification and estimated periods of minimum engagement of the key professionals is to be adhered.
- b) If required to comply with the provisions of Clause 3.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Key personnel's is to be

increased. The consultant will have to take into account the requirement of personals and other relevant infrastructure required for timely completion of the project. Based on assessment of required professional, equipments and other infrastructure the consultant should quote the rates per kilometre

- c) If additional work is required beyond the scope of the Services specified in TOR, the remuneration shall be fixed on mutually agreed terms.

#### **4.3 Approval of Personnel**

In respect of Key Personnel, which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the Employer for review and approval a copy of their biographical data. If the Employer does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Employer.

#### **4.4 Working Hours, Overtime, Leave, etc.**

Working hours and holidays for Key Professional shall be as per labour laws.

#### **4.5 Removal and/or Replacement of Personnel**

- a) Once approved by the Employer no changes shall be made in the Key Personnel's. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- b) If the Employer (i) finds that any of the key Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the key Personnel, then the Consultants shall, at the Employer's written request specifying the grounds therefore, forthwith provide as a replacement of the person with qualifications and experience acceptable to the Employer. Any such replacement shall be at risk & cost of the consultant.

### **5. OBLIGATION OF THE EMPLOYER**

#### **5.1 Assistance and Exemptions**

The Employer shall use its best efforts to ensure that the EMPLOYER shall:

- a) assist the Consultants and Personnel in arranging necessary permissions and such other documents as shall be necessary to enable the Consultants and/or Personnel to perform the Services;
- b) issue to officials of the agency all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- c) The employer shall provide all available relevant reports and documents to the consultant as shall be necessary to enable the consultant to perform the services.

#### **5.2 Access to Land : Not Applicable**

#### **5.3 Change in the Applicable Law**

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

#### **5.4 Services, Facilities and Property of the Employer**

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

#### **5.5 Payment**

In consideration of the Services performed by the Consultants under this Contract, the Employer shall make to the Consultants such payments and in such manner as is provided by Clause 6 of this Contract.

### **6. PAYMENT TO THE CONSULTANTS**

6.1 The payment shall be made as per **Clause-13** mentioned in TOR.

6.2 The payment shall be made through RTGS/A/c payee cheque, payable at Patna, in Indian Rupees.

#### **6.3 Mode of Billing and Payment**

**Billing and payments in respect of the Services shall be made as follows:-**

1. Employer shall cause to be paid to the Consultants an advance and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Employer of a bank guarantee of any nationalised bank acceptable of value of 10% of total contract value. Such bank guarantee (i) to remain effective until the advance payment has been fully set off and ii) in such form as the Employer shall have approved in writing.
2. Payment Schedule: The Consultant will be paid stage-wise as a percentage of the contract value as per the schedule given in Terms of Reference. No payment shall become eligible for the next stage till the consultant completes to the satisfaction of the Employer the work pertaining to the preceding stage.
3. The Employer shall cause the payment of the Consultants as given in schedule of payment within sixty (60) days after the receipt by the Employer of bills.
4. The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Employer. The Services shall be deemed completed and finally accepted by the Employer and the final report and final statement shall be deemed approved by the Employer as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Employer unless the Employer, within such ninety (90) day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Employer has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Employer within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the Employer in accordance with the above.

### **7. Responsibility for Accuracy of Project Documents**

#### **7.1 General**

7.1.1 The Consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities, estimates and all other details prepared by him as part of these services. He shall indemnify the Authority against any inaccuracy in the work which might surface during implementation of the assignment. The Consultant will also be responsible for correcting, at his own cost and risk, the documents etc. if required during the execution of the Services

7.1.2 The Consultant shall be fully responsible for the accuracy of data, accounts, submissions, reports and all their components shall be fully checked by Team Leader. All documents shall be duly signed by the consultant or its personnel.. The Consultant shall indemnify the Employer against any inaccuracy / deficiency in the books of accounts, statements and reports noticed during the submission to the other agencies and even thereafter and the Employer shall bear no responsibility for the accuracy of documents submitted by the Consultants. .

### **7.2 Retention Money / Performance Security.**

An amount equivalent to "5% or as mentioned in SC" of the contract value shall be retained at the end of the contract in the form of performance BG for quality of service and deliverables submitted and the same will be released after the completion of contract.

### **7.3 Penalty**

#### **7.3.1. Penalty for delay**

In case of delay in completion of services, a penalty equal to 0.05% of the contract price per day subject to a maximum 5% of the contract value will be imposed and shall be recovered from payments due/performance security. However in case of delay due to reasons beyond the control of the consultant, suitable extension of time will be granted.

### **7.4 ACTION FOR DEFICIENCY IN SERVICES**

#### **7.4.1 Consultants liability towards the Employer**

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

#### **7.4.2 Warning / Debarring**

In addition to the penalty as mentioned in Para 7.3, warning may be issued to the erring consultants for minor deficiencies. In the case of major deficiencies involving time and cost overrun and adverse effect on reputation of EMPLOYER, other penal action including debarring for certain period may also be initiated as per policy of EMPLOYER.

### **8. FAIRNESS AND GOOD FAITH**

#### **8.1 Good Faith**

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

#### **8.2 Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

## **9. SETTLEMENT OF DISPUTES**

### **9.1 Amicable Settlement**

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

### **9.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract, which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement, may be submitted by either Party for settlement. If the dispute(s) is not resolved amicably then it shall be referred to arbitration and shall be dealt as per the provisions of the arbitration & conciliation Act 1996.

### **9.3 Courts of Jurisdiction**

The courts of jurisdiction shall be Patna High court, Patna.

### Section III: SPECIAL CONDITIONS OF CONTRACT

#### Number of GC Clause

#### (a) Amendments of, and Supplements to, Clauses in the General Conditions

#### I. The addresses are:

*For the Client:* **Mission Director,  
State Urban Livelihoods Mission  
Bihar Urban Development Agency, Govt. of Bihar  
Vikas Bhawan, New Secretariat,  
BAILEY ROAD, PATNA-800001, BIHAR**

*For the Consultant:*

*Attention:*

#### 1.6.2 Notice will be deemed to be effective as follows:

- a. in the case of personal delivery or registered mail or courier, on delivery; and
- b. In the case of facsimiles, 24 hours following confirmed transmission.

2.2 The time period shall be "One month" or such other time period as the parties may agree in writing.

#### 6.3. (A) Deleted

#### 7.1.2 Deleted

#### 7.2 Performance Security - 5 % of contract value

#### 7.3.1 Deleted

#### 1 Penalty for delay

In case of delay in completion of services, a penalty equal to 0.05% of the contract price per day subject to a maximum 5% of the contract value will be imposed and shall be recovered from payments due/performance security. However in case of delay due to reasons beyond the control of the consultant, suitable extension of time will be granted.

FORM OF PERFORMANCE SECURITY

Ref: \_\_\_\_\_ Bank Guarantee: \_\_\_\_\_  
Date: \_\_\_\_\_

To,  
**The Director,**  
**Bihar Urban Development Agency, Govt. of Bihar**  
**Vikas Bhawan, New Secretariat,**  
**BAILEY ROAD, PATNA-800001, BIHAR**

**Dear Sir/Madam,**

In consideration of "Mission Director, State Urban Livelihoods Mission" (hereinafter referred as the "Employer", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. \_\_\_\_\_ (hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Employer's Contract Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at \_\_\_\_\_ for **(name of the project)** \_\_\_\_\_ (hereinafter called the "Contract") and the Consultant having agreed to furnish a Bank Guarantee to the Employer against the release of retention money as stipulated by the Employer in the said contract for accuracy of the services performed amounting to Rs. \_\_\_\_\_ (in words and figures).

We \_\_\_\_\_ (Name of the Bank) having its Head Office at \_\_\_\_\_ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand any or, all amount payable by the Consultant to the extent of \_\_\_\_\_ as aforesaid at any time upto \_\_\_\_\_ @ \_\_\_\_\_ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary it or to extend the time for performance of the contract by the Consultant. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Employer and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Employer and the Consultant any other course or remedy or security available to the Employer. The bank shall not be relieved of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Employer may have in relation to the



**Consultant's liabilities.**

Notwithstanding anything contained herein above our liability under this guarantee is limited to \_\_\_\_\_ and it shall remain in force upto and including \_\_\_\_\_ @ \_\_\_\_\_ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. \_\_\_\_\_ on whose behalf this guarantee has been given.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2010 at \_\_\_\_\_

WITNESS

\_\_\_\_\_

(Signature)

(Signature)

(Name) \_\_\_\_\_ (Name) \_\_\_\_\_

(Official Address) Designation (with Bank stamp) Attorney as per Power of

Attorney No. \_\_\_\_\_

Dated \_\_\_\_\_

Strike out whichever is not applicable.

@ The date will be twenty four months after the date of commencement of services. However its validity should be extendable if requested by UD&HD.

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

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

**Appendix C: MINUTES OF CONTRACT NEGOTIATIONS**

**Appendix E: Format for Bank Guarantee for Performance Security**

Appendix E: Copy of letter of Assignment

**Appendix A: TERMS OF REFERENCE**

*[As per RFP]*

**Appendix B: SCHEDULE OF PRICES**

*[As per RFP]*