

# **Formulation of GIS-Based Master Plan for Six (6) Towns in Meghalaya**

*for*

ATAL MISSION *for* REJUVENATION *and*  
URBAN TRANSFORMATION 2.0 (AMRUT) 2.0  
(IN 2 PACKAGES)

(Package I: Jowai, Nongstoin & Nongpoh  
Package II: Tura, Williamnagar & Resubelpara)

**(MEGHALAYA)**

## **Request for Proposal**

Issued on: the 5<sup>th</sup> December, 2024

Employer: **URBAN AFFAIRS, GOVERNMENT OF MEGHALAYA**

*Represented by:*

***The Director, Urban Affairs***

***Meghalaya Address: Directorate of Urban Affairs,***

***Lumshyllong Building, Secretariat Hill,***

***Shillong -793001***

DIRECTORATE OF URBAN AFFAIRS, GOVERNMENT OF MEGHALAYA  
Lum Shyllong Building, Secretariat Hill, Shillong – 793001

Notice for RFP

Recruitment of Consulting Services for "Formulation of GIS-Based Master Plan for six (6) Towns in Meghalaya" (In 2 Packages)

No.DUA/P/S/2023/146

Dated: Shillong the 5<sup>th</sup> December, 2024

Urban Affairs Department, Government of Meghalaya as the Nodal Department for implementation of AMRUT scheme in the state of Meghalaya invites proposal for **Formulation of GIS-based Master Plans for Six (6) Towns in Meghalaya (in 2 packages); (i) Package I: Jowai, Nongstoin & Nongpoh (ii) Package II: Tura, Williamnagar & Resubelpara under the Atal Mission for Rejuvenation and Urban Transformation 2.0 (AMRUT 2.0)** as per the Guidelines issued by the Ministry of Urban Development, Govt. of India.

Consultancy firms/Organization/Institution/Others having similar work experience **can collect the RFP from the address mentioned below or download the RFP from the website of [www.megurban.gov.in](http://www.megurban.gov.in)** and complete the application as per instructions given in the RFP document.

Last date for receipt of RFP is 20<sup>th</sup> January 2025 till 3:30 PM.



Director,

Urban Affairs, Government of Meghalaya,  
Lum Shyllong Building, Secretariat Hill, Shillong,  
Meghalaya - 793001  
E-mail:[duashillong@yahoo.co.in](mailto:duashillong@yahoo.co.in)  
TeleNo:0364-2210037



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**Formulation of GIS-Based Master Plans for Tura, Jowai, Nongstoin, Nongpoh, Williamnagar & Resubelpara**

**DATA SHEET:**

<b>S no.</b>	<b>Particulars</b>	<b>Details</b>
1	Name of the Client inviting RFP	Department of Urban Affairs, Govt. of Meghalaya
2	Name of the Assignment	Formulation of GIS-based Master Plans for Towns in Meghalaya (in 2 packages) (i) Package I: Jowai, Nongstoin & Nongpoh (ii) Package II: Tura, Williamnagar & Resubelpara under AMRUT 2.0
3	Mode of Bidding	Offline (Collect from: Directorate of Urban Affairs, Lum Shyllong Building, Shillong, East Khasi Hills District, Meghalaya-793001)
4	Date of Issue of RFP	05 <sup>th</sup> December 2024
5	Last date of receiving Pre-Bid queries	20 <sup>th</sup> December 2024
6	Date of Pre-bid meeting (Hybrid Mode)	07 <sup>th</sup> January 2025 at 1:00 PM.  Venue: O/o The Director, Directorate of Urban Affairs, Lum Shyllong Building, Shillong, East Khasi Hills District, Meghalaya-793001
7	Last date and time of Submission of bid	On or before 20 <sup>th</sup> January 2025 at 3:30 PM
8	Date and time of opening of Technical Proposal	20 <sup>th</sup> January 2025 at 4:00 PM
9	Opening of Financial Bid	To be informed later.
10	Tender Fee	Rs. 5000/- for each package  Payable in the form of Demand Draft in favour of "Director, Urban Affairs Department, Meghalaya"
11	Earnest Money Deposit (EMD)	Refundable: Rs. 2,00,000/- (Rupees Two Lakhs only) for each package, which shall be payable in the form of Demand Draft.
12	Validity of Bids	120 days after opening of the bid
13	Signing of Agreement	Within 15 days of award of Letter of Award (LOA).
14	Name & Address for Correspondences	Director, Directorate of Urban Affairs, Lum Shyllong Building, Shillong, East Khasi Hills District, Meghalaya-793001 Email: <a href="mailto:duashillong@yahoo.co.in">duashillong@yahoo.co.in</a>



# 1 Letter of Invitation

**Letter of Invitation**

1. The Department Of Urban Affairs, Government Of Meghalaya is executing ATAL MISSION FOR REJUVENATION AND URBAN TRANSFORMATION 2.0 (AMRUT 2.0) in the State invites proposal to provide the following consulting services: **Formulation of GIS-based Master Plans for Towns in Meghalaya (in 2 packages) (i) Package I: Jowai, Nongstoin & Nongpoh (ii) Package II: Tura, Williamnagar & Resubelpara.** Details on the services are provided in the **Terms of Reference** in this RFP document and qualification requirements is at **Instructions to Consultants.**
2. A consulting firm will be selected as per procedures described in this RFP.
3. Bidders are requested to submit following documents along with their proposal for each package :
  - a) Bid Document Fee
  - b) Earnest Money Deposit (EMD)
  - c) Power of attorney for authorised representative
  - d) Technical bid
  - e) Financial bid and forms as desired in the RFP.
4. The RFP includes the following documents:
  - Section1 –Letter of Invitation
  - Section 2-Terms of Reference
  - Section3 – Information to Consultants
  - Section4- Technical Proposal-Standard Forms
  - Section5- Financial Proposal-Standard Forms
  - Section6- Standard Forms of Contract
5. The Consultants shall submit the proposal on or before the Date & Time indicated in RFP.
6. Please inform us in writing at the following address:

The Director, Directorate of Urban Affairs, Lumshyllong Building, Secretariat Hill, Shillong–793001 upon receipt :

  - a) That you received this RFP document; and
  - b) That you will submit the proposal by the date & time indicated in Paragraph 2 of the **Instructions to Consultants.**
7. Department Of Urban Affairs, Government of Meghalaya reserves the right to accept or reject any or all proposals any time without being liable to anyone in anyway and without incurring any obligation to inform the affected applicant/s of the grounds.

Yours faithfully



Director,

Urban Affairs Meghalaya, Shillong

## 2 Terms of Reference

### CONTENTS

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## 1 INTRODUCTION

- 1.1** On 25 June 2015, the Hon'ble Prime Minister, had launched the Atal Mission for Rejuvenation and Urban Transformation (AMRUT) for 500 cities. Thereafter, as a mandatory reform under the AMRUT Mission a 'Sub-Scheme on Formulation of GIS-based Master Plan for AMRUT cities' was launched by the Ministry of Housing and Urban Affairs (MoHUA) with 100% Central funding. This Sub-Scheme targeted Metro and Class I towns of India.
- 1.2** In continuation to the above, the Hon'ble Prime Minister of India launched the Atal Mission for Rejuvenation and Urban Transformation (AMRUT) 2.0, on October 1, 2021. As per Reforms/Milestone no, 13 at Annexure 5 of AMRUT 2.0 Guidelines, a Sub-Scheme for 'Formulation of GIS-based Master Plans of Class-II Towns with a population of 50,000 - 99,999' has been designed and approved by MoHUA. In the case of Hilly Areas and North-Eastern States and UTs, alongside Class II towns, the next class of statutory towns may also be taken up. Altogether Six Towns in Meghalaya falls under Class II & Class III.
- 1.3** The AMRUT 2.0 GIS Sub Scheme comprises of five components i.e. Geo-database creation, Formulation of GIS-based Master Plans, Capacity Building, Development of National Urban Geo-portal and Development of Integrated Mobile Application. While the first three components will be implemented by the State directly, the latter two components will be developed by MoHUA and have to be put into usage by the States.
- 1.4** In this regard Directorate of Urban Affairs, Govt. of Meghalaya, Shillong is the State Nodal Agency (SNA) in coordination with AMRUT State Mission Directorate for implementing the AMRUT 2.0 GIS Sub-Scheme in Meghalaya State. The Directorate of Urban Affairs, Department of Urban Affairs, Govt. of Meghalaya, Shillong in association with AMRUT State Mission Directorate, Government of Meghalaya proposes to undertake work on the following cities/ towns in Meghalaya.

Sl. No.	Name of Town	Class	Population	Area of Interest (Sq. Km) Approx.
1	Tura	II	92,295	55
2	Jowai	III	32,341	42
3	Nongstoin	III	36,597	34
4	Nongpoh	III	37,389	33
5	Williamnagar	III	22,246	39
6	Resubelpara	III	22,601	38
	<b>Total</b>			<b>241</b>

## **2 DESCRIPTION OF THE ASSIGNMENT**

The major components of the assignment are:

- 2.1 Formulation of Master Plan:** Formulation of Master Plan as per Meghalaya Town and Country Planning Act, 1973, which includes demand assessment identification of issues, sector-wise data analysis, projected requirements, development strategy, proposal, draft and final master plan on the GIS base map to be done by the Consultant. The deliverables in the form of base map, thematic maps specified, data analysis reports, master plan document, etc. URDPFI Guidelines, 2014 may also be referred.
- 2.2 Spatial Attribute Data Collection & Vetting of Base Maps:** The consultant will undertake Base Map preparation for the Six Towns using UAV/Drone Technology. Further value addition to be taken up by the consultant by collecting Spatial Attributes as specified Design & Standards provided by MoHUA. The Draft Base Map are to be prepared/incorporating the attributes collected on GIS database and after which, the Final Base Map is to be generated.
- 2.3** As AMRUT 2.0 envisages UAV/Sub-Scheme for Vetting and Attribute Data collection to incorporate inputs from Drone Technology in accordance with the Design & Standards document, prescribed by MoHUA, shall be used which will also be paperless and all above deliverables will be primarily met on robust technology platform. In this endeavor, an 'Integrated Mobile Application' for Vetting and Attribute Data collection to incorporate inputs from UAV/Drone Technology in accordance with the Design & Standards document shall be used. The creation of Geo-database for the Tura, Jowai, Nongstoin, Nongpoh, Williamnagar & Resubelpara Towns will be generated using drone/UAV technology comprising a total area of 241 sq.km and primary data collection for Master Plan Formulation in an integrated manner, will be developed by MoHUA .
- 2.4 Urban Database Creation:** Sector-wise data collection and data analysis report of 25 socio-economic and physical aspects is to be done by the Consultant. An indicative format is provided in the Design & Standards. In addition, primary surveys such as landuse survey, traffic & transport survey, household surveys, etc. are required to be undertaken.

## **3 SCOPE OF WORK**

- 3.1** As per the Meghalaya Town and Country Planning Act 1973, the relevant provisions for formulation of Master plan shall be followed.
- 3.2** The Master Plan being prepared will include, but not be limited to, the following aspects:
  - i) Location, physiography, linkages, climate, regional setting
  - ii) Historical background
  - iii) Brief description of the town, review of existing Master/ Development Plan, issues related to the implementation of the existing master plan
  - iv) Spatial growth of the town & direction, incorporation of new areas
  - v) Demographic data including population (urban/ rural, ward-wise, male & female), literacy rate, growth of population, workers and non-workers, occupational structure, etc shall be collected – as per current & past Census data.

- vi) Employment-generating activities – existing and potential
- vii) Industries–existing and potential, etc.
- viii) Commercial activities including retail and wholesale business, warehousing and go-downs, mandis, vegetable market, rural markets, etc.
- ix) Government and semi-government offices and government reserved areas.
- x) Educational facilities (Govt./Private) including universities, colleges (engineering, medical, arts, science, commerce, law, etc.), schools (higher secondary, secondary, middle, primary, nursery, etc.) vocational training centres, etc.
- xi) Medical facilities (Govt./Private) including hospitals, dispensaries, primary health centres, veterinary, ayurvedic, homoeopathic, etc.
- xii) Social, cultural and other religious activities.
- xiii) Other community facilities including cremation and burial grounds.
- xiv) Physical infrastructure – electricity, water supply, sewerage, solid waste management, telephone, etc.
- xv) Recreational facilities including parks, open spaces, mela grounds and playgrounds, semi-public recreation, etc.
- xvi) Agricultural use including dairies, orchards, nurseries, reserved forests, etc.
- xvii) Circulation facilities including airport/railway stations and yards, road transport terminals, stands for buses and trucks, parking, etc.
- xviii) Proposals/ commitments by Central/ State Government, concerned Local Urban Body, development authority, etc.)
- xix) All vacant lands under government ownership
- xx) All forest lands and sacred groves.
- xxi) Places of tourist and heritage importance both natural and manmade including natural areas, fairs and festivals, etc.
- xxii) Legislative and Institutional Framework, institutional structure – municipal bodies, development authority, urban improvement trust, etc.
- xxiii) Action Plan, identification of projects and phasing, resource mobilization
- xxiv) Ecological sensitive areas/ disasters vulnerable areas/ Construction prohibited areas
- xxv) Service/ Utility plans.

**3.3 Creation of Base Map:** This will include preparing the spatial layers from different sources. Geospatial Data Content and Creation of a Geospatial database as per the Spatial Data Model Structure (SDMS) described in the Designs and Standards of AMRUT 2.0, which includes the following:

- Data acquisition using Unmanned Aerial Vehicles (UAV)/Drone technology as per the "Design & Standards for Application of Drone/UAV Technology for Formulation of GIS-based Master Plans for Small and Medium Towns"
- Ortho-mosaic images will be used for feature extraction.
- The generation of the Geo-database will be as per "Design & Standards for Application of Drone/UAV Technology for Formulation of GIS-based Master Plan for Small and Medium Towns"
- Field data collection & Ortho-Rectification.
- Generation of draft maps all Six Towns will be at **1:1000 scale**.

- The Operation of Unmanned Aerial Vehicles (UAV)/Drone undertaken will be accordance with the Standard Operating Procedure (SOP) provided by Ministry of Home Affairs.

### 3.4 Spatial attribute collection and vetting of Base Map

To provide authenticity to the information, value-addition of spatial features will be done through collection of attributes. Ground verification/truthing will be undertaken by the consultants and the schedule of boundary will be subsequently jointly vetted with the Directorate of Urban Affairs, Meghalaya. The layer-wise spatial attributes as per the GIS data structure given in different tables of designs & standards will be collected from the field by the consultant in coordination with officials of concerned departments so that the final base map can be generated which can be used as input to the plan formulation.

### 3.5 Urban Database Creation

Urban and socio-economic data is an input to be used to study the existing situation, identification of issues and formulation of proposals and projections. While most of the data to be collected is secondary, some crucial data may be required to be collected from primary surveys. An indicative format for data collection is provided in the Design & Standards. Data analysis will be presented sector-wise, in the form of chapters in the Master Plan document.

Databases to be created and surveys to be conducted including land use survey, socio-economic, traffic and transport and other surveys will be as per the provisions under Meghalaya Town and Country Planning Act, 1973.

### 3.6 Formulation of Master Plan

The horizon year for the master plan will be 2045.

The proposals will incorporate proposals of other departments.

The Master plan will specify the aims and objectives for the development of the towns.

Contents of the Master Plan document will be as per URDPFI Guidelines and statutory provisions of the Meghalaya Town and Country Planning Act, 1973.

### 3.7 Disaster Risk Reduction (DRR) Integration

**Disaster Risk Assessment:** The bidder shall incorporate a comprehensive disaster risk assessment as a core component of the GIS-based Master Plan aligned with national guidelines . This assessment must:

- Identify and map hazard-prone areas using geospatial data due to slope/soil conditions & geological conditions
- Analyse vulnerabilities related to physical infrastructure, populations, and critical services.
- Assess potential risks from natural and anthropogenic disasters, including floods, earthquakes, storms, and industrial hazards.

- Creation of Non-Developable Zones (NDZs) along waterbodies as per provisions of the Meghalaya Building Bye-Laws 2021(Amendment 2024).

#### **4 DELIVERABLES AND TIME/ PAYMENT SCHEDULE**

The time schedule/payment schedule of the consultancy fee will be as follows for each proposals:

<b>Sl No.</b>	<b>Stage Report</b>	<b>No. of Copies</b>	<b>Schedule</b>	<b>Cumulative Time Period</b>	<b>Payment Schedule</b>
1.	Inception Report	10 + Soft copy	30 days from the date of award.	30 days plus processing time*	10% of the total cost would be payable on approval of Inception.
2.	Base Map Creation ( Drone Surveying, Ortho Rectification, Preparation of Base Map )	10 + Soft copy	90 days from the approval of Inception Report	120 days plus processing time*	20 % of the total cost would be payable on Draft Creation of Base Map
3.	Socio-economic data collection & analysis	10 + Soft copy	60 days from the approval of Inception	180 days plus processing time*	10 % of the total cost would be payable on data Analysis Report
4.	Spatial attributes data collection & vetting of Base map	10 + Soft copy	120 days from the approval of Inception	300 days plus processing time*	20 % of the total cost would be payable
5.	Projected requirements, issues, Potentials and proposals	10 + Soft copy	60 days from the approval of Data Analysis Report	360 days plus processing time*	10% of the total cost would be payable approval of Report
6.	Draft Master Plan	25 + Soft copy	60 days from the approval of Projected Requirement, Issues and potential	420 days plus processing time*	20% of the total cost would be payable approval of Draft Plan
7.	Final Master Plan	25 + Soft copy	90 days from the date of receiving feedback from the employer	510 days plus processing time*	10% of the total cost would be payable approval of Draft Plan

Note: \* Processing time is the time between submission of the stage report and issue of the minutes for approval/modification of the same and would be about 30 days.

The period between the submission of stage report and its processing would not be included in the period of assignment.

The Consultant will be required to make a presentation before the Consultancy Evaluation & Review Committee (CERC) within a week of submission of each of the above reports. The observations/suggestions of CERC will be incorporated in the next stage of submission.

The payment will become due on approval of the stage reports and on raising of bills/ invoice by the consultant after the approval of the stage report. The processing time of the payment will be 60 days for final payment and 30 days for all other payments.

## **5 SUPPORT BY CONSULTANT AFTER APPROVAL OF DRAFT MASTER PLAN**

After approval of Draft Master Plan, the Consultant will provide support for one year from the date of approval of Draft Master Plan for the plan approval process, workshops, discussions and making presentations to various agencies/ departments, incorporating modifications if any, as and when required by the Employer.

## **6 PROCEDURE FOR MONITORING & REVIEW OF THE ASSIGNMENT**

The Consultant's work will be monitored and reviewed by a Consultancy Evaluation and Review Committee (CERC) under the Chairmanship of Director, Directorate of Urban Affairs, Meghalaya, Shillong. The indicative composition of the CERC may be as follows:

- |  |   |                  |
|--|---|------------------|
| (i) Director, Directorate of Urban Affairs, Meghalaya                  | - | Chairman         |
| (ii) Joint Director (Planning), Directorate of Urban Affairs, Shillong | - | Member           |
| (iii) District Urban Planner, Shillong/Tura/ Jowai                     | - | Member-Secretary |
| (iv) Representative of MoHUA/ TCPO                                     | - | Member           |
| (v) Other members to be Notified by the Government from time to time   | - | Members          |

## **7 GENERAL**

- (i) The details about the Methodology and Data outputs in respect of Consultancy should be clearly spelt out in the Bid offer by the consulting firm.
- (ii) All data collected by the Consultant and the deliverables Including the processed data with all linkages shall be made available to the Department of Urban Affairs, Meghalaya in a proper organized format and all the data shall remain the property of the Department of Urban Affairs, Meghalaya.
- (iii) The data collected and the research results of the Consultancy shall not be divulged to other agencies or anyone else without the explicit approval of the Department/Directorate of Urban Affairs, Meghalaya.

**Formulation of GIS-Based Master Plans for Tura, Jowai, Nongstoin, Nongpoh, Williamnagar & Resubelpara**

- (iv) All reports should be submitted in Hard and Soft copy. Reports should be in Microsoft Word Format, Maps and Drawings should be in the compatible format of GIS facilities available with Directorate of Urban Affairs, Meghalaya.
- (v) Quarterly Progress Report shall be submitted by the consultant to Directorate of Urban Affairs, Meghalaya to review the progress of the project and the consultant shall also submit the revised report as per the requirement of Department of Urban Affairs, Meghalaya.
- (vi) Final Master Plan Report shall be submitted in English.

## 3 Instructions to Consultant



## 1 INTRODUCTION

Directorate of Urban Affairs, Government Meghalaya, Shillong henceforth referred as Employer, will select a Consultant for carrying out the assignment on **Formulation of GIS-based Master Plans for Towns in Meghalaya (in 2 packages) (i) Package I: Jowai, Nongstoin & Nongpoh (ii) Package II: Tura, Williamnagar & Resubelpara** in coordination with Department of Urban Affairs, Govt. of Meghalaya, Shillong

- (i) Interested consulting firms/consortiums may submit one proposal only for each package.
- (ii) Separate proposals are to be submitted for technical and financial bids for each package.
- (iii) In the case of Joint Venture (JV)/consortium between a town planning firm & GIS firm, the contractual agreement between them shall be furnished with a clear condition that they shall not abandon the project before its successful completion.
- (iv) Joint Venture (JV)/consortium where both the firms have jointly & successfully collaborated in similar projects shall be preferred.
- (v) Proposals should be submitted in English.

## 2 METHOD OF SELECTION

Selection will be done on basis of 2-stage process. In the 1<sup>st</sup> stage, Technical Proposals submitted by interested Consultants in prescribed format will be evaluated by CERC and will be considered for the 2<sup>nd</sup> stage. In the second stage, Financial Proposals of those Consultants who have a technical score of 80% and above will be opened. The Consultant with the L1 bid will be called for further discussions to sign a Contract Agreement, on recommendations of the CERC.

Interested consulting firms are requested to submit two-stage documents in separate sealed covers for each package:

- (i) Technical Proposal
- (ii) Financial Proposal

Consultants must submit an original and two additional copies of Technical Proposal and Financial Proposal along with soft copy.

The proposals must be accompanied with a non-refundable processing fee of Rs.5000/- (Rupees Five Thousand only) for each package in the form of a bank draft drawn in favour of **Director, Directorate of Urban Affairs, Govt. of Meghalaya, Shillong** payable at Shillong from any Nationalized Bank.

The Technical Proposal should be accompanied with an Earnest Money Deposit (refundable for all non-successful bidders) of Rs. 2,00,000 /- (Rupees Two Lakhs only) for each package in the form of bank draft drawn in favour of **Director, Directorate of Urban Affairs, Govt. of Meghalaya, Shillong** payable at Shillong from any Nationalized Bank. The account details are given below:-

Name of Account: CURRENT A/C

Name of Bank: STATE BANK OF INDIA

Account no. : 30839893145

Branch: LAITUMKHRAH

IFSC: SBIN0002081

MICR: 7930002013

Customer ID:- Director, Urban Affairs, Meghalaya

### **Refund/Adjustment of Earnest Money:**

Earnest money of the successful bidder(s) shall be refunded with the final payment to the Consultant.

Earnest money of the unsuccessful bidder(s) shall be refunded as early as possible.

No interest shall be paid on Earnest Money

Earnest money shall stand forfeited -

- If the bid is withdrawn at any time before the validity period, or
- If the successful bidder fails to execute the contract and/or does not execute performance guarantee within the stipulated period.

The outer envelope containing proposal should be marked clearly "Consultancy Services for **Formulation of GIS-based Master Plans for Towns in Meghalaya (in 2 packages) (i) Package I: Jowai, Nongstoin & Nongpoh (ii) Package II: Tura, Williamnagar & Resubelpara**" and superscribing the names and number of the Cities.

The proposal submission address is:

The Director, Urban Affairs,  
Government of Meghalaya  
Lumshyllong Building,  
Secretariat Hill, Shillong-793001

Proposals must be submitted not later than the following date and time:

**Date: 20<sup>th</sup> January 2025, Time: 3:30 PM (Local time)**

Proposals must remain valid for 120 days after the submission date **until validity extended by the Employer**. During this period, the consultant is to keep available the key professional staff for the assignment. The Employer will make the effort to complete the tendering process within this If the Employer wishes to extend the validity of the proposals, the Consultants may do so and those who do not agree have the right not to extend the validity of their proposals.

### **3 PRE-BID CONFERENCE**

**3.1** A pre-bid conference will held on **07<sup>h</sup> January 2025 at 1:00 PM** in the office of the Director, Directorate of Urban Affairs, Government Of Meghalaya, Shillong. Consultants are encouraged to attend the conference before submitting their proposals.

**3.2** Clarifications of the RFP may be requested by the Consultants (in writing only, by mail, fax or email) up to one working day prior to pre-bid conference. The address for requesting clarifications is:

Subject: Clarifications on RFP for **Formulation of GIS-based Master Plans for Towns in Meghalaya (in 2 packages):**

The Director, Urban Affairs,  
Government of Meghalaya  
Lum Shyllong Building,  
Secretariat Hill, Shillong-793001

Email: duashillong@yahoo.co.in

- 3.3** At any time before the submission of Proposals, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the RFP documents by amendment. The Employer may extend the deadline for the submission of proposals.
- 3.4** The costs of preparing the Proposal, including visit to the Employer. etc., are to borne by the Consultant.
- 3.5** Awarding the consultancy will in accordance with policies of Government of Meghalaya, including policies on corrupt and fraudulent practices.

#### **4 PREPARATION OF PROPOSAL**

##### **Technical Proposal**

- 4.1** Interested Consultants shall submit information for each package in the Technical Forms prescribed in **Section 4** of this document only. Material deficiencies in providing the information may result in rejection of a proposal.
- 4.2** Only those Consultants whose responses are found satisfactory will be invited for evaluation of Financial Proposal.
- 4.3 The Technical proposal shall not include any financial information.**

##### **Financial Proposal**

- 4.4** The Financial Proposal should be submitted in Standard Forms in **Section 5** of this document only (for each package).
- 4.5** The proposal should be complete, i.e., it should list all costs associated with the Assignment. The Financial Proposal should clearly identify, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the consultants, the sub-consultants, and their personnel.
- 4.6** The financial proposal should be in Indian Rupees.

#### **5 SUBMISSION, RECEIPT AND OPENING OF PROPOSALS**

- 5.1** The original Proposal (including Technical and Financial Proposal) shall be prepared in indelible ink. Any corrections must be initiated by the person who sign(s) the Proposals.
- 5.2** An authorized representative of the consulting firm may put their initials at all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.
- 5.3** Technical Proposal, including original and all copies shall placed in a sealed cover clearly marked "**Technical Proposal-Package: \_\_\_\_**" and the original and all copies of the Financial Proposal in a sealed enveloped clearly marked "**Financial Proposal-Package:\_\_\_\_**" and

warning: "**Do Not Open with the Technical Proposal.**" Technical and Financial envelopes shall be placed into an outer envelope and sealed, This outer envelope shall bear the title "**Technical and Financial Proposal-Package:\_\_\_\_\_**".

- 5.4 The completed Technical and Financial Proposal must be delivered at the submission address on or before the time and date specified. Any Proposal received after the closing time for submission of proposals shall be returned unopened.
- 5.5 After the deadline for submission of proposals the Technical Proposal envelope shall be opened immediately by the Consultancy Evaluation & Review Committee (CERC). If the CERC desires, the short-listed consultants may be called for presentation. The information will be evaluated. The Financial Proposal shall remain sealed until technical capability statement of all submitted proposal are short-listed. The consultant's representative may opt to be present during the financial bid. The date will convey by the consultant to the Employer in advance.

## 6 PROPOSAL EVALUATION

### General

- 6.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Employer on any matter related to its proposal it should do so in writing at the address indicated. Any effort by the firm to influence the Employer in the Employer's evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

### Evaluation of Technical Proposals

The Consultancy Evaluation & Review Committee (CERC) as a whole will evaluate the Technical Forms on the basis of their experience, projects executed, and of key personnel, applying the evaluation criteria specified.

- 6.2 The Consultancy Evaluation & Review Committee (CERC) will evaluate the proposals on the basis of the responsiveness to the **Terms of Reference**, applying the evaluation criteria specified. Each proposal will be given a technical score. A proposal shall be rejected at this stage if it does not achieve the minimum technical score. The Successful Consultant should employ local planners/engineers/architects/GIS experts and any other technical or office assistants during the execution of the contract. The employment contracts should be submitted before the submission of the Inception Report.

The detailed technical evaluation of Proposals satisfying minimum eligibility conditions as above shall be done. The Criteria, sub-criteria and point system for detailed evaluation shall be as follows:

No.	Criteria	Total
-----	----------	-------

		<b>Points</b>
<b>1</b>	<b>Specific experience of the consultant firm relevant to the assignment/ job</b>	<b>20</b>
	<b>Sub-criteria</b>	
	<b>Experience and capabilities of the consulting firm</b> Experience in consultancy services in similar assignments of five major projects– 8 Experience in consultancy services of at least two Hilly Areas– 2 Experience in formulation using GIS database-5 Experience in formulation using Drone/UAV Technology -5	20
<b>2.</b>	<b>Adequacy of the proposed work plan in response to ToR</b>	<b>15</b>
a.	Understanding the ToR	5
b.	Methodology suggested	5
c.	Adequacy of the proposed work plan	5
<b>3.</b>	<b>Qualifications and competence of the key professional staff for the assignment</b>	<b>65</b>
a.	Urban Planner (Team Leader)	15
b.	GIS Expert	10
c.	Environmental Planner	10
d.	Transport Planner	10
e.	Disaster Management Expert	10
f.	Local Planner/Engineer/Architect etc.	10
	<b>Total Score</b>	<b>100</b>

*Note- In CV, ongoing projects will be accepted*

**I. Illustrative list of “Similar Assignments”:**

- Generation of geospatial database for a city/ town
- Formulation of Master/ Development Plan using GIS database
- Spatial Planning for New Town/ Hilly Township
- Planning and implementation using GIS of urban sector projects like water supply, sewerage, etc., national highway/ metro/ similar large infrastructure projects
- Formulation of Regional Plan for a region/ sub-region
- City Development Plan under JNNURM.

**6.3** The percent distribution of points for qualifications and competence of the key professional staff for the assignment shall be decided by the CERC:

(i)	Educational qualifications	20%
(ii)	Relevant experience for the project	70%
(iii)	Experience in the similar region	10%

**6.4** The minimum required experience of proposed key professional staff is:

Sl. No.	Key professional	Qualifications	Area of Specific Expertise
1.	<b>Team Leader/ Urban Planner</b>	Post Graduate in Urban and Regional Planning with 15 years' of experience.	Experience in the formulation of master plans, regional plans, area plans, and town planning schemes with leadership qualities to lead the team effectively.
2.	<b>GIS Expert</b>	M. Tech in Geo-informatics with 10 years' experience.	Experience in developing and managing Geo-databases is essential. Strong practical experience in GIS software tools like ArcMap, ERDAS and other platforms. Preparation of base maps, spatial attribute data collection and vetting of maps. * Experienced in projects using UAV/Drone Technology is Essential
3.	<b>Environmental Planner</b>	Post Graduate Environmental Planning with 10 years' experience	Experience in preparation of Environmental Impact Reports, policy planning in environmental planning
4.	<b>Transport Planner</b>	Post Graduate Transport Planning with 10 years' experience	Experience in preparation of transport plans, city circulation plans, mobility plans, etc. and conducting traffic and transport surveys.
5.	<b>Disaster Management Expert</b>	Post Graduate in Disaster Management or any related discipline with minimum experience of 7 years	Have knowledge , familiarity, and exposure to CBDRR/Disaster Management frameworks at various levels.

**6.5** The minimum technical score required to qualify is: 70 %

**Public Opening and Evaluation of Financial Proposals**

- 6.6** After the evaluation of Technical Proposal is completed, the Employer shall notify only those consultants whose proposals have short-listed of the same and the date and time for of the opening of financial proposals. The Employer shall prepare minutes of the public opening.
- 6.7** The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores, and the proposed amount shall read aloud and recorded when the Financial Proposals are opened. The Employer shall prepare minutes of the public opening.
- 6.8** The Consultancy Evaluation & Review Committee will determine whether the Financial Proposals are complete, (i.e., whether they have all items of the corresponding Technical Proposals, if not the Employer will quote them and add their cost to the initial price), correct any computational errors, etc,

6.9 The Consultant who has bid the lowest amount (L1) will be invited for discussions/ clarifications for the purpose of signing a Contract Agreement.

## 7 DISCUSSIONS/ CLARIFICATIONS WITH THE SUCCESSFUL BIDDER

7.1 Discussions/ clarifications will be held in order to reach agreement on all points and sign a contract.

7.2 Discussions/ clarifications will include a discussion of the Technical Proposals. The proposed methodology (work plan), staffing and any suggestions made by the firm to improve the **Terms of Reference**, The Employer and Consultant will then work out final Terms of Reference, staffing, logistics, and reporting which will incorporate in the Contract.

7.3 Discussions/ clarifications will be held at the Directorate of Urban Affairs, Meghalaya, Shillong on date & time set by mutual convenience.

## 8 AWARD OF CONTRACT

8.1 The contract will be awarded after the tendering process is complete. The Employer will promptly notify other consultants that they were unsuccessful and return their Technical and Financial Proposals.

8.2 On award of the consultancy, the Consultant is required to enter into an agreement with Employer for the successful completion of the Consultancy as per the **Terms of Reference**.

8.3 The firm is to commence the assignment on the date and at the location in the Contract.

8.4 Termination of the Contract will be in accordance with provisions of the **Para 2.2 of General Conditions of Contract**. In case of dispute, the matter will be resolved by an arbitrator as specified by the Employer.

8.5 The Employer will provide the relevant data/reports available. Collecting any other data relevant to the assignment will be the responsibility of the consultants. The Employer will provide the necessary introductory letter to get information from other concerned agencies/departments, wherever applicable.

## 9 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 connected with the process.

## 10 Other Financial conditions

- (i) No separate TA/DA would be payable in addition to Consultancy fee.
- (ii) The TDS and other taxes as applicable under the law shall be deducted by the Employer from the amount payable as Consultancy fee.

- (iii) In case of delay in the conduct of consultancy services within the time fixed or in the event of repudiation of the contract, the Employer reserves the right to recover liquidated damages, including administrative charges for breach of contract, a sum equivalent to 0.5% (half percent) of total contractual value, which the Consultant has failed to deliver within the period fixed for delivery for each week or part thereof during which delivery is in arrears subject to an overall ceiling of 10% of the total contract price.
- (iv) The successful bidder will have to provide a **Performance Guarantee for 5%** of the Consultancy fee at the time of signing the Contract Agreement as per the following details:
- The performance guarantee is to be valid up to one year from date of approval of Draft Master Plan.
  - This shall have to be furnished by the Consultant within 15 days from the date of issue of a letter accepting the offer of the assignment.
  - The performance guarantee shall be submitted in the form (**Section 6, Appendix-F**) from any commercial bank appearing in the second schedule of RBI incorporated in India.
  - The Performance Guarantee Bond and/or any amendment thereto shall be executed on a stamped paper of money value in accordance with Indian laws.
  - No other form of Guarantee shall be acceptable.



## 4 Technical Proposal - Standard Forms

### CONTENTS

- 4A. Technical Proposal Submission Form
- 4B. General
- 4C. Firm's reference
  - (i) Relevant services carried out in the last five years that best illustrate qualifications
  - (ii) Particulars and Experience of Firms(s)
  - (iii) Experience of the Consulting Firm
- 4D. Comments and suggestions on the Terms of Reference and on data services and facilities to be provided by the Client
- 4E. Description of the Methodology & Work Plan for Performing the Assignment
- 4F. Qualification and Experience of Key Professionals
- 4G. Team Composition & Task Assignments
- 4H. Format of Curriculum Vitae (CV) for Proposed Key Professional Staff
- 4I. Time Schedule for Key Professional Personnel
- 4J. Activity (work) schedule

**4A. Technical Proposal Submission Form (Package: \_\_\_\_\_)**

[Letter of Consultant]

To,  
The Director, Urban Affairs, Government of Meghalaya  
Lumshyllong, Building, Secretariat Hill,  
Shillong793001

Sub: Consultancy Services for " **Formulation of GIS-based Master Plans for Six (6) Towns in Meghalaya (in 2 packages) " — Technical Proposal**

Sir,

We the undersigned, offer to provide the consulting services for the above assignment in accordance with your Request for Proposal vide advertisement dated [Date] for the GIS-based Master Plan Formulation for Cities in State under AMRUT GIS Sub-Scheme on "Formulation of GIS based Master Plan for Class II Towns with population of 50,000 — 99,999".

2. We are hereby submitting our Technical Proposal and Demand Draft Of Rs. 2,00,000/- towards Earnest Money **in one and a Financial Proposal** sealed under a separate envelope. The Technical Proposal is also provided in a CD.

3. The Proposal contains the following documents in separate sealed envelopes:

Technical Proposal — original + 2 copies

Financial Proposal — original + 2 copies

CD containing editable copy (MS-Word) of Technical Proposal

4. We have gone through the RFP documents and understand the terms and conditions.

We understand that you are not bound to accept any proposal you receive.

Yours sincerely,

Encl: As above

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

**4B. General (Package: \_\_\_\_\_ )**

1. Name of the consulting firm
  - a. In case of consortium, name of other partners of the consortium.
  - b. The lead consulting firm shall necessarily be the town planning firm.
  - c. Memorandum of agreement for the project period to be enclosed.
2. In case the consulting firm is a subsidiary of a larger organization, please write the name of the parent organization
3. Consulting firm's registered address in India
4. Consulting firm's address for correspondence regarding this project, including phone Numbers (mention city code), fax numbers and email addresses
5. Details of the authorized signatory of the consulting firm/consortium for communication regarding this project
  - . Name
  - . Designation
  - . Contact details of the authorized signatory
  - . Office Phone (Direct Line/ Extension) Number
  - . Fax Number
  - . Mobile Phone Number
  - . Email Id
6. Please mention the audited turnover of the Consulting Firm/ Consortium Lead in the proceeding five financial years (Rs. Crores)

FY 2021-2022: \_\_\_\_\_ Cr. INR

FY 2022-2023: \_\_\_\_\_ Cr. INR

FY 2023-2024: \_\_\_\_\_ Cr. INR

**Note: only those firms should apply whose turnover is not less than Rs. 100.00 lakhs for each of last 3 consecutive financial years. For consortium, all firms must conform to this criterion in the ratio of 65:35. (Town Planning Firm: GIS Firm)**

**4C. Firm's References (Package: \_\_\_\_\_)**

Using the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within an association, was legally contracted. In case of JV/consortium, 4C shall be in two parts, (a) For Town Planning Firm and (b) For GIS Firm.

**4C(i). Relevant services carried out in the last five years that best illustrate qualifications (Package: \_\_\_\_\_)**

Firm's Name:

Project name:		Country:
Location within Country:		Key Professional staff provided by your Firm/(profiles):
Name of Employer:		No. of staff:
Address:		No. of staff-months of the assignment: Duration of Assignment:
Start date (month/year):	Completion date (month/year):	Approx. Value of the services provided (in INR):
Name of Associated Consultants, if any:		No. of months of Key Professional staff provided Associated Consultants:
Name of Senior Staff( Project Director/ Coordinator, Team Leader) involved and functions performed:		
Narrative description of Project:		
Description of Actual Services Provided by Your Staff:		

**4C (ii). Particulars and Experience of Firms(s) (Package: \_\_\_\_\_)**

Relevant services carried out in the five projects\* similar to the assignment, considered to best illustrate experience and capabilities of the consulting firm/ Consortium since the inception of the Consultant firm in the format given below.

S. No	Field of Specialisation	Name of Consulting firm/Consortium	Assignment Name	Name of Employer	Whether participated as individual consulting firm/ member of consortium, if member of consortium, mention consortium lead	Project Cost in Rs.	Stage of Project execution on ground (initiated/ in progress/completed)	Any other relevant information

\*Note: If the proposal is being submitted by a consortium, mention the five relevant projects carried out by consortium or constituent firms.

Illustrative fields of specialization to in column 2 above:

- Sub-Scheme on Formulation of GIS based master plans of AMRUT cities
- Generation of geospatial database for a city/ town
- Formulation of Master/ Development Plan using GIS database
- Spatial Planning for New Town/ Hilly Township
- Planning and implementation using GIS of sector projects like water supply, sewerage, etc., national highway/ metro/ similar large infrastructure projects
- Formulation of Regional Plan for a region/ sub-region
- City Development Plan under JNNURM

**4C(iii). Experience of the Consulting Firm(Package: \_\_\_\_\_)**

S. No.	Name of consulting firm/ consortium	Total Experience since the inception of firm (in years)	Experience in relevant Field (Years)

**4D. Comments & Suggestions of Consultants on the Terms of Reference and on Data, Services & Facilities to be provided by the Employer. (Package:\_\_\_\_\_)**

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Employer:

- 1.
- 2.
- 3.
- 4.
- 5.

**4E. Description of the Methodology & Work Plan for Performing the Assignment (Package:\_\_\_\_\_)**



#### 4F. Qualification and Experience of Key Professionals

(Package: \_\_\_\_\_)

Sl. No.	Field Expertise	Qualifications			Expertise			
		PhD	PG	Graduate	Total	In relevant projects	Name of Corresponding project	National/ International Experience

#### 4G. Team Composition & Task Assignments (Package: \_\_)

##### 1. Technical/ Managerial Staff

S. No.	Name	Proposed Position	Total Experience (Years)	Relevant experience in years
1				
2				
3				
...				

##### 2. Support Staff

S. No.	Name	Proposed Position	Total Experience (Years)	Relevant experience in years
1				
2				
3				
...				

**4H. Format of Curriculum Vitae (CV) for Proposed Key Professional Staff  
(Package: \_\_\_\_\_)**

**Proposed position:** \_\_\_\_\_

**Name of Firm:** \_\_\_\_\_

**Name of Profession:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Years with Firm/Entity:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

**Membership in Professional Societies:** \_\_\_\_\_

**Detailed Tasks Assigned:** \_\_\_\_\_

**Key Qualifications:** \_\_\_\_\_

*[Give an outline of expert member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by expert member on relevant previous assignments and give dates and locations. Use about half a page.]*

**Education:** \_\_\_\_\_

*[Summarize college/university and other specialized education of expert member, giving names of schools, dates attended. and degrees obtained. Use about one quarter of a page.]*

**Employment Record:** \_\_\_\_\_

*[Starting with present position. list in reverse order every employment held. List all positions held by expert member since graduation, giving dates, names of employing organizations. titles of positions held and locations of assignments. For experience in last ten years, also give types of activities performed and Employer references, where appropriate. Use about two pages.]*

**Languages:** \_\_\_\_\_

*[For each language indicate proficiency excellent. good, fair, or poor; in speaking, reading and writing]*

**Certification:**

I, the undersigned, certify that to the best of my knowledge and these data correctly me, my qualifications, and my experience. If awarded the Contract, I undertake to work with this Firm only on this assignment.

\_\_\_\_\_  
[Signature of Expert member]

\_\_\_\_\_  
[Signature authorized representative firm]

Date: Day/ Month/ Year

Full Name of Expert: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

### 4I. Time Schedule for Key Professional Personnel

(Package: \_\_\_\_\_ )

S. No.	Name	Position	Reports Due/ Activities	Weeks( in the form of Bar Chart)				
				1	2	3	...	Number of weeks
1								Subtotal (1)
2								Subtotal (2)
3								Subtotal (3)

Full-time: \_\_\_\_\_

Part-time: \_\_\_\_\_

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Signature (Authorized Representation: \_\_\_\_\_

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

#### 4J. Activity\* (Work) Schedule

(Package: \_\_\_\_\_)

##### A. Field Investigation and Consultancy Items

S. No.	Item of Activity (Work)	Weeks from Inception of the assignment ( in the form of Bar Chart)					
		1	2	3	4	...	Number of Weeks
1							Subtotal (1)
2							Subtotal (2)
3							Subtotal (3)

##### B. Completion and Submission of Reports

S. No.	Reports	Programme: (Date)
1	Inception Report	
2	Socio-economic data collection and analysis	
3	Spatial attribute data collection	
4	Base map and vetting of Base Maps	
5	Projected Requirements, Issues, Potentials and proposal	
6	Draft Master Plan	
7	Final Master Plan	

*For enabling comparison of activity schedule and costs, the items of activity should be kept uniform in all the table.*

## 5 Financial Proposal-Standard Forms

### CONTENTS

- 5A. Financial Proposal Submission Form
- 5B. Summary of Costs
- 5C. Breakdown of Price per Activity
- 5D. Breakdown of Remuneration per Activity
- 5E. Reimbursable per Activity
- 5F. Miscellaneous Expenses

**5A. Financial Proposal Submission Form**  
**(Package: \_\_\_\_\_ )**

[Location, Date]

To,

The Director, Urban Affairs,  
Government of Meghalaya  
Raitong Building,  
Secretariat Hill, Shillong-793001

Sub: Consultancy Services for " **Formulation of GIS-based Master Plans for Six (6) Towns in Meghalaya (in 2 Packages)**" — **Financial Proposal**

Sir,

We the undersigned, offer to provide the consulting services for the above assignment in accordance with your Request for Proposal vide advertisement dated [Date] for the GIS-based Master Plan Formulation for Cities in State under AMRUT GIS Sub-Scheme on "Formulation of GIS based Master Plan for Class II Towns with population of 50,000 — 99,999".

2. We are hereby submitting our Financial Proposal for the sum of [*Amount in words and figures*]. This amount is exclusive of the applicable taxes which we have estimated at [*Amount(s) in words and figures*].

3. The Financial Proposal contains the following documents in separate sealed envelopes:

Financial Proposal — original + 2 copies

4. Our financial proposal shall binding upon us subject to the modification resulting from discussions, up to expiration of the validity period of the Proposal, i.e., [ Date].

5. We undertake that, in competing for (and, if the award is made to us, in executing) the contract, will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

6. We have gone through the RFP documents and understand the terms and conditions.

We understand that you are not bound to accept any proposal you receive.

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

### 5B.Summary of Costs

(Package: \_\_\_\_\_)

S. No.	Name of Activity	Costs	Amount(Rs.)	
			In Figures	In Words
1.	<b>Remuneration</b>			
	Sub Total			
	Taxes and Duties Taxes payable on fees for Technical services provided by consulting firm			
	Consultancy service tax			
2.	<b>Reimbursables, if any</b>			
	Sub Total			
	Taxes and Duties Taxes payable on fees for Technical services provided by consulting firm			
	Consultancy service tax			
3.	<b>Miscellaneous Expenses</b>			
	Sub Total			
	Taxes and Duties Taxes payable on fees for Technical services provided by consulting firm			
	Consultancy service tax			

**Total Amount of Financial Proposal:**

**Grand Total including all Taxes:**

(In Figures)

(In Words)

**5C. Break-up of Price per Activity**

(Package: \_\_\_\_\_)

Activity No: \_\_\_\_\_ Name: \_\_\_\_\_

S. No.	Price Component	Amount(Rs.)
1	Remuneration	
2	Reimbursable, if any	
3	Miscellaneous Expenses	
	<b>Sub Total</b>	

*Note: The above form is to be filled up separately for each activity*



### 5D. Break-up of Remuneration per Activity

(Package: \_\_\_\_\_)

Activity No: \_\_\_\_\_ Name: \_\_\_\_\_

S. No.	Names	Position	Input*	Remuneration Rate	Amount(Rs.)
1	Regular Staff				
2		Team Leader/ Urban Planner			
3		GIS Expert			
		Environmental Planner			
		Transport Planner			
	Local Staff				
	Consultants				
	Grand Total				

\*Staff months or days as appropriate

*Note: The above form is to be filled up separately for each activity*

**5E. Reimbursable per Activity**

(Package: \_\_\_\_\_)

Activity No: \_\_\_\_\_ Name: \_\_\_\_\_

S. No.	Description	Unit	Quantity	Unit Price (Rs.)	Total Amount (Rs.)
1	Return Flights between _____ And _____	Trip			
2	Miscellaneous travel expenses	Trip			
3	Subsistence allowance	Day			
4	Local transportation costs				
5	Office rent/ accommodation, clerical assistance, etc.				
	Grand Total				

*Note: The above form is to be filled up separately for each activity*

### 5F. Miscellaneous Expenses

(Package: \_\_\_\_\_)

Activity No: \_\_\_\_\_ Name: \_\_\_\_\_

S. No.	Description	Unit	Quantity	Unit Price (Rs.)	Total Amount (Rs.)
1	Communication costs between _____ And _____ (Telephone, telegram, etc.)				
2	Drafting, reproduction of reports				
3	Equipment: Vehicles, Computers, etc				
4	Software				
	Grand Total				

*Note: The above form is to be filled up separately for each activity*

## 6 Standard Form of Contract

### CONTENTS

- I. Form of Contract
- II. General Conditions of Contract
  1. General Provisions
  2. Commencement, Completion, Modification and Termination of Contract
  3. Obligations of the Consultant
  4. Consultants' Personnel and Sub-Consultants
  5. Obligations of the Employer
  6. Payments to the Consultant
  7. Fairness and Good Faith
  8. Settlement of Disputes
  9. Liquidated Damages
  10. Miscellaneous Provisions
- III. Special Conditions of Contract
- IV. Appendices
  - Appendix A – Description of Services
  - Appendix B - Reporting Requirements
  - Appendix C - Staffing Schedule
  - Appendix D - Total cost of services in INR currency
  - Appendix E - Duties of the Employer
  - Appendix F - Form of Bank Guarantee for Advance Payment

## I Form of Contract

(Package: \_\_\_\_\_)

(Text in brackets [ ] is optional; all notes should be deleted in final text)

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, [name of Employer] (hereinafter called the "Employer") and, on the other hand, [name of Consultant] (hereinafter called the "Consultant").

### WHEREAS

- (a) The Employer has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Employer that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices: [**Note:** *If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix*]
    - Appendix A: Description of Services
    - Appendix B: Reporting Requirements
    - Appendix C: Key Personnel and Sub-Consultants
    - Appendix D: Breakdown of Contract Price
    - Appendix E: Duties of the Employer
    - Appendix F: Form of Bank Guarantee for Advance Payment
2. The mutual rights and obligations of the Employer and the Consultant 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
  - (b) The Employer shall make payments to the Consultants in accordance with the provisions of the 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 *[name of Employer]*

---

*[Authorized Representative]*

For and on behalf of *[name of Consultant]*

---

*[Authorized Representative]*

## II General Conditions of Contract

### 1. General Provisions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- (b) “Consultant” means any private or public entity that will provide the Services to the “Employer” under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Day” means calendar day.
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) “Foreign Currency” means any currency other than the currency of the “Employer’s” country.
- (g) “GC” means these General Conditions of Contract.
- (h) “Government” means the Government of India
- (i) “Local Currency” means Indian Rupees.
- (j) “Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.
- (k) “Party” means the “Employer” or the Consultant, as the case may be, and “Parties” means both of them.
- (l) “Personnel” means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).
- (m) “Reimbursable expenses” means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].

- (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) “Third Party” means any person or entity other than the “Employer”, or the Consultant.
- (r) “In writing” means communicated in written form with proof of receipt.

**1.2 Relationship Between the Parties :** Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “Employer” and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**1.3 Law Governing Contract:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

**1.4 Headings:** 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 post to such Party at the address specified in the SC.

**1.5.2** A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

**1.6 Location:** The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the “Employer” may approve.

**1.7 Authority of Lead Partner:** In case the Consultant consists of a joint venture/consortium/ association of more than one entity, the Members hereby authorize the entity specified (Lead Consultant) in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the “Employer” under this Contract, including without limitation the receiving of instructions and payments from the “Employer”. However, each member or constituent of Consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.

**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 Consultant may be taken or executed by the officials specified in the SC.



**1.9 Taxes and Duties:** The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

### **1.10 Fraud and Corruption**

**1.10.1 Definitions:** It is the Employer's policy to require that Employers as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- (i) "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "Collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

### **1.10.2 Measures to be taken by the Employer**

(a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;

(b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

### **1.10.3 Commissions and Fees**

At the time of execution of this Contract, the Consultants shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

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

**2.1 Effectiveness of Contract:** This Contract shall come into force and effect on the date (the "Effective Date") of the Employers notice to the Consultant instructing the Consultant to begin carrying

out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

**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 specified in the SC, either Party may, by not less than twenty one (21) days 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 Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

**2.4 Expiration of Contract:** Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

**2.5 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 other statement, representation, promise or agreement not set forth herein.

**2.6 Modifications or Variations:** (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party. (b)

In cases of substantial modifications or variations, the prior written consent of the Employer is required.

## **2.7 Force Majeure**

**2.7.1 Definition (a)** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, 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 extreme 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 by or of such Party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

**2.7.2 No Breach of Contract:** The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this 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.

**2.7.3 Measures to be Taken:** (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(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 case 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 written notice of the restoration of normal conditions as soon as possible.

(c) 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.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the “Employer”, shall either:

(i) demobilize,; or

(ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

**2.8 Suspension:** The “Employer” may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its 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 allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

## **2.9 Termination**

**2.9.1.1 By the “Employer”:** The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1.1

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 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.

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Consultant, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- (f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- (g) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.
- (h) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (i) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

**2.9.1.2** In such an occurrence the “Employer” shall give a not less than thirty (30) days’ written notice of termination to the Consultants, and sixty (60) days’ in case of the event referred to in (h).

**2.9.2 By the Consultant:** The Consultant may terminate this Contract, by not less than thirty (30) days’ written notice to the “Employer”, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

- (a) If the “Employer” fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the “Employer” fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- (d) 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 Consultant may have subsequently approved in writing) following the receipt by the “Employer” of the Consultant’s notice specifying such breach.
- (e) The consultant may terminate this Agreement, or any particular Services, immediately upon written notice to Employer if consultant reasonably determine that Consultant can no longer provide the Services in accordance with applicable law or professional obligations

**2.9.3 Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 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 GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

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

**2.9.5 Payment upon Termination:** Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the "Employer" shall make the following payments to the Consultant:

(a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;

(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall be entitled to receive the payments for services provided till the date of termination.-

**2.9.6 Disputes about Events of Termination:** If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 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 CONSULTANT**

#### **3.1 General**

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

**3.2 Conflict of Interests:** The Consultant shall hold the "Employer"'s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their

own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

**3.2.1 Consultant not to benefit from Commissions, Discounts, etc.:** (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the "Employer" on the procurement of goods, works or services, the Consultant shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Employer". Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the "Employer".

**3.2.2 Consultant and Affiliates Not to Engage in Certain Activities:** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

**3.2.3 Prohibition of Conflicting Activities:** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

### **3.3 Confidentiality:**

Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.

**3.4 Insurance to be Taken out by the Consultant:** The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, at their (or the Sub-Consultants', as the case may be) own cost insurance against the risks, and for the coverages specified in the SC, 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 therefore have been paid.

**3.5 Accounting, Inspection and Auditing:** The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) " shall provide the Employer or its auditor (bound by respective confidentiality obligations) upon request of the latter with all the information and documents directly related to the Contract."

**3.6 Consultant's Actions Requiring "Employer"'s Prior Approval:** The Consultant shall obtain the "Employer"'s prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed in Appendix C.
- (b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Employer". Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services.

**3.7 Reporting Obligations:** The Consultant shall submit to the "Employer" the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

**3.8 Documents Prepared by the Consultant to be the Property of the "Employer":** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the "Employer" under this Contract shall become and remain the property of the "Employer", and the Consultant 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 Consultant may retain a copy of such documents...

Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that Consultant own in performing the Services. Notwithstanding the delivery of any Reports, Consultant retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Consultant- compile and retain in connection with the Services (but not Employer Information reflected in them). Upon payment for the Services, Employer may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement

**3.9 Equipment, Vehicles and Materials Furnished by the "Employer":** Equipment, vehicles and materials made available to the Consultant by the "Employer", or purchased by the Consultant wholly or partly 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 Consultant shall make available to the "Employer" an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the "Employer"'s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the "Employer" in writing, shall insure them at the expense of the "Employer" in an amount equal to their full replacement value.

**3.10 Equipment and Materials Provided by the Consultants:** Equipment or materials brought into the Government's country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

#### **4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS**

**4.1 General:** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

**4.2 Description of Personnel:** (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the consultant's proposal and are described in Appendix C.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Employer"'s written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Employer" and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

**4.3 Approval of Personnel:** The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the "Employer". In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the "Employer" for review and approval a copy of their Curricula Vitae (CVs). If the "Employer" does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Employer".

**4.4 Removal and/or Replacement of Personnel:** (a) Except as the "Employer" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as resignation, retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the "Employer" (i) finds that any of the 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 Personnel, then the Consultant shall, at the "Employer"'s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "Employer".

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the



Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the “Employer”. The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

**4.5 Resident Project Manager:** If required by the SC, the Consultant shall ensure that at all times during the Consultant’s performance of the Services a resident project manager, acceptable to the “Employer”, shall take charge of the performance of such Services.

## **5. OBLIGATIONS OF THE “EMPLOYER”**

**5.1 Assistance and Exemptions:** Unless otherwise specified in the SC, the “Employer” shall use its best efforts to ensure that the Government shall:

(a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.

(b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.

(c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

(d) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

**5.2 Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

**5.3 Services, Facilities and Property of the “Employer”:** (a) The “Employer” shall make available to the Consultant and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said Appendix E.

(b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultant for the performance of the Services .

**5.4 Payment:** In consideration of the Services performed by the Consultant under this Contract, the “Employer” shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

**5.5 Counterpart Personnel:** (a) If necessary, the “Employer” shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the Consultant’s advice, if specified in Appendix E.

(b) Professional and support counterpart personnel, excluding “Employer”’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the “Employer” shall not unreasonably refuse to act upon such request.

## **6. PAYMENTS TO THE CONSULTANT**

**6.1 Total Cost of the Services** (a) The total cost of the Services payable is set forth in Appendix D as per the consultant’s proposal to the Employer and as negotiated thereafter.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

**6.2 Currency of Payment:** All payments shall be made in Indian Rupees. [In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned instead of Indian Rupees]

**6.3 Terms of Payment:** The payments in respect of the Services shall be made as follows:

The payment shall be made on a monthly basis based on the financial proposal subject to submission of invoice of the work for the preceding month and satisfactory performance. Leaves availed, if any beyond the permissible limit by the deployed manpower are subject to deduction from the payments on a pro-rata basis. Out of Pocket Expenses, if any, related to the official work will be reimbursed as per actual. Department of Urban Affairs shall pay the amount as per the invoice by way of e-transfer/RTGS/NEFT routed through PFMS. The Department shall deduct TDS on the Fee & other statutory taxes as per applicable law. The payment will be released within thirty (30) days from the date of submission of Invoice. Payment must also be subjected to deductions of any amount for which the service provider is liable under the tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax Deduction at Source) as per the current Income Tax Act and/or any other Govt. orders/rules. The service provider shall be liable for taxes such as GST or any other applicable tax.

If there is any dispute, the Authority shall only withhold the disputed amount and release the remaining payment within thirty (30) days of the receipt of the invoice to the Consultant. The disputed amount will be released within fifteen (15) days after the dispute is resolved.

(h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with: (i) Assessment should be made about work done from the previous milestone,

for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

## **7. FAIRNESS AND GOOD FAITH**

**7.1 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.

**7.2 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 GC 8 hereof.

## **8. SETTLEMENT OF DISPUTES**

**8.1 Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

**8.2 Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

**8.3.** Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

**8.4** The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

## **9. Not Used**

## **10. Limitations of Liability**

The total aggregate liability of Consultant for claims asserted by Employer under or in connection with this Contract, regardless of the form of the action, shall be limited to one time the Contract Price.

## **11. Miscellaneous provisions:**

(i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

(ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

(iii) The Consultant shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

(iv) Each constituent of the Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer for performance of works/services including that of its Associates/Sub Contractors under the Contract.

(v) All claims regarding indemnity shall survive the termination or expiry of the Contract.

(vi) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India/ State or the Employer.

## **12. Performance Security**

The Performance Security shall be provided to the Employer no later than the date specified in the Contract and shall be issued in an amount specified in the SCC, by a bank acceptable to the Employer, and denominated in the types and proportions of the currencies in which the total cost of services is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a bank guarantee.

### III. Special Conditions of Contract:

(Clauses in brackets { } are optional; all notes should be deleted in final text)

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	<p>The addresses are:</p> <p>iii "Employer" :Urban Affairs Department, Government of Meghalaya</p> <p>Attention :Mr.....</p> <p>Facsimile : .....</p> <p>iii Consultant :</p> <p>Attention :</p> <p>Facsimile :</p>
2	1.7	Not applicable
3	1.8	<p>The Authorized Representatives are:</p> <p>For the "Employer":.....Department of Urban Affairs , Government of Meghalaya</p> <p>For the Consultant:</p> <p>-----</p>
	1.9	<p>(a) The Employer shall reimburse Service Tax payable in India as per Applicable Law. The consultant shall register itself for service tax with appropriate authority in India &amp; shall provide the registration number to the Employer.</p> <p>b) Tax will be deducted at source as per the prevailing Income Tax Rules.</p>
4	1.10.3	Not Applicable
4	2.1	<p>The effectiveness conditions are the following:</p> <p>i. Approval of the contract by the Employer</p> <p>i. Appropriate security for advance payment acceptable to the "Employer"- if applicable.</p> <p>ii. Any unforeseen reason forcing closure of the programme before effectiveness of the contract.</p>

**Formulation of GIS-Based Master Plans for Tura, Jowai, Nongstoin, Nongpoh, Williamnagar & Resubelpara**

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
5	2.2	The time period shall be one month
6	2.3	The time period shall be 15 days
7	2.4	The time period shall be ..... Months
8	3.4	Limitation of the Consultants' Liability towards the "Employer" (i) The ceiling on Consultant's liabilities shall be limited to the one time the total Consultancy fee.
9	3.5	The risks and the insurance coverage shall be as follows: a.) Third Party motor vehicle liability insurance as required under India's Motor Vehicles Act, 1988, by the Consultant or its Personnel or any Sub-Consultants or their Personnel for the period of consultancy; b.) Third Party liability insurance, with a minimum coverage of [insert amount and currency]; c.) Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable as per 3.4 of SC of the consultancy; d.) Employer's liability and Workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and e.) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural calamity. f.) Any other law/rule as applicable in India.
10	4.6	Not Applicable
11	6.1(b)	Not applicable
12	6.3	(Payment schedule as per details provided in ToR
13	8.3	The Arbitration proceedings shall take place in Shillong in India.
14	11	The Performance Security amount is 5.% of the Contract value

**Formulation of GIS-Based Master Plans for Tura, Jowai, Nongstoin, Nongpoh, Williamnagar & Resubelpara**

Binding signature of Employer Signed by \_\_\_\_\_

Binding signature of Consultant Signed by \_\_\_\_\_

(for and on behalf of \_\_\_\_\_ duly authorized vide Resolution No \_\_\_\_\_  
dated \_\_\_\_\_ of the Board of Directors of \_\_\_\_\_)

In the presence of  
(Witnesses)

- 1.
- 2.

## IV APPENDICES

APPENDIX A– DESCRIPTION OF SERVICES	...
APPENDIX B- REPORTING REQUIREMENTS	...
APPENDIX C–STAFFING SCHEDULE	...
APPENDIX D–TOTAL COST OF SERVICES IN INR CURRENCY	...
APPENDIX E-DUTIES OF THE “EMPLOYER”	...
APPENDIX F-FORM FOR PERFORMANCE GUARANTEE	...



**APPENDIX A– DESCRIPTION OF SERVICES-**

Note: This Appendix will include the final Terms of Reference worked out by the “Employer” and the Consultants during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by “Employer”, etc.

**APPENDIX B- REPORTING REQUIREMENTS-**

Note: List format, frequency, and contents of reports; persons to receive them; dates of Submission ;etc. If no reports are to be submitted, state here “Not applicable.”

**APPENDIX C–STAFFING SCHEDULE-**

List under:

- C-1: Names and 'Titles, detailed job descriptions and minimum qualifications and of Personnel to assigned to work on the assignment, and staff-months for each.
- C-2: List of approved Sub-consultants [if already available]; same information with respect to their Personnel as in C-1.
- C-3: Same information as C-1 for key local personnel.

**APPENDIX D–TOTAL COST OF SERVICES IN INR CURRENCY**

- List here the elements of cost used to arrive at the breakdown of the lump sum price:
- Monthly rates for Personnel (Key Personnel and other Personnel),
- Reimbursable expenditures.
- This will exclusively be used for determining remuneration for additional services.

**APPENDIX E-DUTIES OF THE “EMPLOYER”**

1. Existing Master Plan/ draft Master Plan, if any.
2. Maps in digital format or hard copies.
3. Any which are available only with the Employer and relevant to the assignment.

**APPENDIX F-FORM FOR PERFORMANCE GUARANTEE**

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.: Bank Guarantee: \_\_\_\_\_

Date: \_\_\_\_\_

Sir,

In consideration of Directorate of Urban Affairs, Government of Meghalaya, Shillong (hereinafter referred as the 'Employer', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) in coordination with AMRUT State Mission Directorate having awarded to M/s \_\_\_\_\_ (herein after referred to as the 'Consultant' which expression shall unless repugnant to the context of 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 Rs. \_\_\_\_\_ (in words and figures) for GIS-Based Master Plan Formulation for --- Town in -- State under AMRUT 2.0 GIS Sub-Scheme on 'Formulation of GIS based Master Plan for Class II Towns with population of 50,000 - 99,999' (hereinafter called the 'Contract') and the Employer having agreed to make payment to the Consultant for performance of the above Contract as per the contract for consultancy service against Bank Guarantee to be furnished by the Consultant as security for the performance of the Consultant's obligation and/ or discharge of the Consultant's liabilities under / and/or in connection with the said contract.

We (Name of 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 in writing all amounts demanded by the Employer with reference to this guarantee/undertaking to the extent of Rs \_\_\_\_\_.-aforesaid at anytime(up to 5 % of the contract amount) 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. And the Bank hereby further agrees as follows:

1. This Guarantee undertaking shall be a continuing Guarantee/Undertaking and shall remain valid and irrevocable for all claims of the Employer and liabilities of the Consultant arising up to and until 12 months from the date of the approval of the [Master Plan]on consultancy services provided by the Consultant provided that the Bank shall upon the written request of

DIRECTORATE OF URBAN AFFAIRS, GOVERNMENT OF MEGHALAYA, SHILLONG

the Employer made within in 6 (six) months of the said date extend this Guarantee/undertaking by a further 6 (six) months from said date, within which the Employer may make a demand hereunder.

2. This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that the Employer may now or at any time have in relation to the Consultant's obligation/ liabilities under and/or in connection with the said contract and the Employer shall have full authority to take recourse to or reinforce this security in preference to the other security (ies) at its sole discretion, and no failure on the part of the Employer in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.
3. This Guarantee/undertaking shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Consultant.
4. Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee/undertaking and the obligations of the Bank in terms hereof shall not be an).wise affected or suspended by reasons of any dispute or disputes having been raised by the Consultant (whether or not pending before any Arbitrator, Officer, Tribunal or Court) or any denial of liability by the Consultant or any other order or Communication whatsoever by the Consultant stopping or preventing or purporting to stop or prevent any payment by the Bank to the Employer in terms hereof.
5. Notwithstanding anything contained herein:
  - a) The Bank's liability under this Guarantee/Undertaking shall not exceed Rs. \_\_\_\_\_
  - b) This Guarantee/Undertaking shall remain in force upto 12 months from the date of approval of the [Master Plan] by the Employer.
6. The Bank hereby declares that Shri. \_\_\_\_\_ (name & designation of the person authorized to sign on behalf of the Bank) is authorized to sign this Guarantee/undertaking on behalf of the Bank and to bind the Bank thereby.

Yours faithfully,

(Signature)

Name & Designation

Name of Bank