

**Request for Proposal (RFP) for Preparation of Housing for All Plan of Action (HFAPoA) for
635 ULBs in Uttar Pradesh**

STATE URBAN DEVELOPMENT AGENCY (SUDA)

Navchetna Kendra, 10-Ashok Marg, Lucknow - 226001

Phone: 0522-2286709 Fax – 0522-2286711

Website: <http://www.sudaup.org>

Tender No. 2357/01/29/HFA/2016-17

Date: 16August'2016

1. Director, SUDA invites technical and financial proposals from eligible Consultancy Firms / Agencies / NGOs for preparation of Housing for All - Plan of Action for 635 ULBs of Uttar Pradesh
2. Consultancy Firms / Agencies/NGO shall not apply for more than 5 clusters and each Consultancy Firms / Agencies / NGOs will not be awarded more than 3 clusters.
3. **Eligibility Criteria**
 - I. Consultancy Firms / Agencies / NGOs should have been in operation in India for at least 3years after its registration / incorporation;
 - II. Average annual turnover of the Consultancy Firms / Agencies / NGOs for the last three financial years should be at least Rs. 4.00 Crore.
4. The Consultancy Firms / Agencies / NGOs should have successfully worked on at least 3 similar assignments during last 3 years, having at least 500 DUs in each assignment.
5. The Consultancy Firms / Agencies / NGOs should not have been blacklisted or barred by the Central / State Government in India, or any entity controlled by them, from participating in any project at current date.
6. Association Arrangements, Subcontracting and Joint Ventures with other Consultancy Firms / Agencies / NGOs are not permitted for this assignment.
7. Interested Consultancy Firms / Agencies / NGOs may download the complete Request for Proposal (RFP) document, from tender section on the website www.sudaup.org from 17.08.2016 onwards.
8. Interested Consultancy Firms / Agencies / NGOs may submit their proposals along with a non-refundable Demand Draft of Rs.5,000/- (Rupees Five thousand only) drawn in favour of Director, SUDA, payable at Lucknow, towards the cost of RFP document. No liability will be accepted for downloading the incomplete document.
9. Interested Consultancy Firms / Agencies / NGOs shall submit their proposals along with Bid Security / Earnest Money Deposit in the form of DD / BG / FDR amounting refundable Rs. 2,00,000 per cluster (Rupees Two Lakh only).
10. Sealed Completed Proposals will be received at the address mentioned below on any working days up to 15:00hrs on 31.08.2016 and Technical Proposals of bids shall be opened on the same day at 15:30 hours at following address:

Director,
State Urban Development Agency (SUDA)
Navchetna Kendra, 10-Ashok Marg, Lucknow - 226001.
Tel: 0522-2286709 & Fax: 0522-2286711, Email-hfaup1@gmail.com
11. Pre Bid Meeting will be held on 23.08.2016 at 12:00 noon.
12. Proposals received without cost of RFP document and Valid Bid Security will be rejected.
13. Director, SUDA reserves the right to accept or reject any or all proposals without incurring any obligation to inform the affected applicants of the grounds. The proposals will be evaluated based on the information provided by the applicants and the evaluation criteria detailed in RFP document.
14. Corrigendum if any will be published on website www.sudaup.org.

Director, SUDA / Mission Director, HFA

Letter of Invitation

No **235701/29/HFA/2016-17**

Date: **16August'2016**

From:

Director,

State Urban Development Agency (SUDA)

Navchetna Kendra, 10-Ashok Marg, Lucknow - 226001

Tel: 0522-2286709 & Fax: 0522-2286711 email-hfaup1@gmail.com

To:

All Prospective Bidders

Attention: Mr/Ms, ;

Director, SUDA invites proposals to provide the following consulting services:

“Preparation of Housing for All Plan of Action (HFA PoA) for 635 ULBs of Uttar Pradesh

Brief Description about the Proposed Project

The Housing for All (HFA) Mission seeks to address the housing requirement of urban poor including slum dwellers and non slum dwellers of Economic Weaker Section (EWS) of Annual income up to Rs. 3,00,000 and Lower Income Group (LIG) of Annual Income from Rs. 3,00,001 to Rs. 6,00,000 through following programme verticals by 2022:

- Slum rehabilitation of Slum Dwellers with participation of Private developers using land as a resource
- Promotion of Affordable Housing for weaker section through credit linked subsidy
- Affordable Housing in Partnership with Public & Private Sectors
- Subsidy for Beneficiary – Led individual house construction

Refer the guidelines prescribed by Ministry of Urban Development and Poverty Alleviation, Govt. of India available in website (www.mhupa.gov.in).

The Background Information and Scope of Work are provided in Section 5 – Scope of Work of the Request for Proposal (RFP);

This RFP is available to all eligible prospective consulting firms who meet the qualifying criteria detailed in the Notice inviting Request for proposal.

A firm will be selected under **Quality cum Cost Based Selection Method** and Procedures described in this RFP.

The RFP includes the following documents alongwith Letter of Invitation:

Section1 –Instructions to Bidders

Section2 –Data Sheet to Instruction to Bidders

Section3 –Technical Forms

Section4 –Financial Proposal

Section5 –Scope of Work

Section6 –General Condition of Contract

Section7 –Special Condition of Contract

All prospective Bidders are advised to go through the RFP Document, visit the towns and communicate their queries, if any, in writing through email to hfaup1@gmail.com not later than 15 days before the submission date.

Bidders are requested to submit following documents along with their proposals:

- I. Document Fee (Non-Refundable) Rs. 5000 (Rupees Five Thousand Only)
- II. Bid Security / Earnest Money Deposit in the form of DD/ BG / FDR amounting Rs. 2,00,000 (Rupees Two Lakh only) per cluster - Refundable. If submitting FDR the same should be pledged in the Favour of Director, SUDA;

Bid Security of Rs. 2,00,000 per cluster shall be submitted in case a bidder is submitting bid for less than or equal to 3 cluster, if any bidder is submitting for more than 3 clusters then bid security of Rs. 6,00,000 is acceptable.
- III. Copy of Certificate of Incorporation/Registration Certificate, Permanent Account Number and Service Tax registration Number.
- IV. Audited Statements of last 3 financial years to be enclosed
- V. Certificate / MOU from Employer regarding experience should be furnished

Director, SUDA reserves the right to accept or reject any or all proposals, and to annul the selection process and reject all proposals at any time prior to the award of contract, without thereby incurring any liability or any obligation in any form to the affected firms on any grounds.

Yours sincerely,

Director, SUDA / Mission Director, HFA

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Section 1 INSTRUCTION TO BIDDERS

Section 1 INSTRUCTION TO BIDDERS

1. INTRODUCTION

General

- 1.1 State Urban Development Agency, Lucknow, Uttar Pradesh, INDIA will select a Consultancy firm / Agency / NGOs in accordance with the method of selection specified in the Data Sheet.
- 1.2 Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Bidders are encouraged to visit the project site and engage in stakeholder consultations.
- 1.3 Bidder shall bear all costs associated with the preparation and submission of their Proposals. Costs might include site visit; collection of information; and, if selected, attendance at contract negotiations etc.
- 1.4 The SUDA is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Bidders.
- 1.5 In preparing their Proposals, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

Conflict of Interest

- 1.6 SUDA requires that Bidders provide professional, objective, and impartial advice and at all times hold the client's interests paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Without limitation on the generality of the foregoing, Bidders, and any of their associates shall be considered to have a conflict of interest and shall not be selected under any of the circumstances set forth below:
 - i. If a Bidder combines the function of consulting with those of contracting and / or supply of equipment; or
 - ii. If a Bidder is associated with or affiliated to a contractor or manufacturer; or
 - iii. If a Bidder is owned by a contractor or a manufacturing firm with departments or design offices offering services as Bidders. The Bidder should include relevant information on such relationships along with a statement in the Technical Proposal cover letter to the effect that the Bidder will limit its role to that of a Bidder and disqualify itself and its associates from work, in any other capacity or any future project within the next five years (subject to adjustment by SUDA in special cases), that may emerge from this assignment (including bidding or any part of the future project). The contract with the Bidder selected to undertake this assignment will contain an appropriate provision to such effect; or

Fraud and Corruption

- 1.7 SUDA requires that Bidders observe the highest standard of ethics during the procurement and

execution of such contracts. In such pursuance of this policy, the SUDA:

- i. defines, for the purposes of this provision, the terms set forth below as follows:
 - a. "Corruption Practice" public or private sectors by which they improperly and unlawfully enrich themselves and / or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
 - b. "Fraudulent Practice" means a misrepresentation of the facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition).
 - c. will reject a Proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract; and
 - d. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any SUDA contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, any SUDA contract.

Proposal Validity

- 1.8 The data sheet indicates how long the Bidder's proposal must remain valid after the submission date. During this period, the Bidders shall maintain the availability of experts nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. In case of need, the Client may request Bidders to extend the validity period of their Proposals. Bidders have the right to refuse to extend the validity period of their Proposals.

Participation of Government Employees

- 1.9 No current government employee shall be deployed by the Bidder without the prior written approval by the appropriate authority.

1.10 Bid Security (Earnest Money Deposit)

- a. The bid security of amount indicated in Data Sheet in favour of Director, SUDA_ payable at Lucknow shall be in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the nationalised banks in an acceptable form. The bid security is to remain valid for a period of forty-five days beyond the final bid validity period.
- b. The Employer shall reject any bid not accompanied by appropriate bid security, as non responsive.
- c. The bid security of the successful Bidder shall be returned as promptly as possible once the he has signed the Contract and furnished the required performance security.
- d. Bid securities of the unsuccessful bidders shall be returned to them at the earliest after

expiry of the final bid validity and latest on or before the 30th day after the award of the contract to successful bidder.

- e. The bid security may be forfeited:
 - (a) If a Bidder withdraws its bid during the period of bid validity.
 - (b) If the successful Bidder fails to:
 - (i) Sign the Contract within required time frame;
 - (ii) Furnish a performance security.

2. CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS

2.1 Bidders may request a clarification of any of the RFP documents up to 15 days prior to the Proposal submission date indicated in the Data Sheet. Any request for clarification must be sent in writing to the address indicated in the Data Sheet. The Client responses will be uploaded on the website www.sudaup.org and will send email of the response, including an explanation of the query but without identifying the source of inquiry, to all Bidders. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Sub-Clause 2.2.

2.2 At any time before the submission of Proposals, the Client may, whether at its own initiative, or in response to a clarification requested by a firm, amend the RFP by issuing an addendum. The addendum shall be sent to all Bidders and will be binding on them. To give Bidders reasonable time in which to take an amendment into account in their Proposals, the Client may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission.

3. PREPARATION OF THE PROPOSAL

3.1 Bidder's proposal will consist of three (3) components

- i. Bid Security
- ii. The Technical Proposal, and
- iii. The Financial Proposal

3.2 Bid Security: Bid security as mentioned in clause no 1.11 above shall be placed in Envelope I. If the bid security is found proper then only technical and financial proposals will be entertained.

3.3 The Proposal, as well as all related correspondence exchanged by the Bidders and the Client, shall be in English. All reports prepared by the contracted Bidder shall also be in English.

3.4 The Proposal should include a cover letter signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm.

Personnel

- i. The name, age, background employment record, and professional experience of each nominated expert, with particular reference to the type of experience required for the services should be presented in the prescribed CV format.
- ii. Only one CV may be submitted for each position.
- iii. The Client requires that each expert confirm that the content of his/her curriculum vitae

(CV) is correct and the experts themselves should sign the certification of the CV (can use their Digital Signature) along with the signature of the authorized representative of the firm.

4. FINANCIAL PROPOSAL

- 4.1 All information provided in Bidder's financial Proposal will be treated as confidential.
- 4.2 The Financial Proposal is to be submitted in the requisite forms enclosed.
- 4.3 No proposed schedule of payments should be included in Bidder's financial Proposals.
- 4.4 Bidders shall quote the rates in Indian National Rupees (INR) only.
- 4.5 The rates to be quoted shall be in the format given in Section 4, financial format and it shall include all costs / expenses and statutory taxes excluding Service Tax. The Client shall pay Service Tax as applicable on prevailing rates. Service tax shall be shown separately.

5. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

- 5.1 The original Proposal (Earnest Money Deposit, Technical and Financial Proposals) shall contain no interlineations or overwriting, except as necessary to correct errors made by Bidders themselves. Any such corrections, interlineations or overwriting must be initialled by the person (s) who signed the Proposal.
- 5.2 An authorized representative of the Bidder shall initial all pages of the technical and financial proposal duly stamped.
- 5.3 The original and all copies of the Technical Proposal to be sent to the Client shall be placed in sealed envelope clearly marked "Technical Proposal". Similarly, the original financial proposal shall be placed in a sealed envelope clearly marked "Financial Proposal" and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL", the envelopes (Envelope 1 - Earnest Money Deposit, Envelope 2 - Technical and Envelope 3 - Financial Proposals) shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and other information indicated in the Data Sheet. If the Financial Proposal is not submitted by the Bidder in a separate sealed envelope and duly marked as indicated above, this will constitute grounds for declaring both Technical and Financial Proposals non-responsive.
- 5.4 Proposals must be delivered at the indicated Client submission addresses on or before the time and date stated in the Data Sheet or any new date established by the Client

6. PROPOSAL EVALUATION

General

- 6.1 From the time the Proposals are opened to the time the contract is awarded, the Bidder should not contact the Client on any matter related to its Technical and / or Financial Proposal. Any effort by a Bidder to influence the Client in examination, evaluation, ranking of Proposals or recommendation for award of contract may result in rejection of the Bidder's proposal
- 6.2 The envelope 1 shall be opened first. If the bid security is not found to be in order then the proposal shall be treated as non responsive and shall not be evaluated further.

Evaluation of Technical Proposals

- 6.3 The eligibility criteria will be first evaluated as defined in Notice Inviting Request for Proposals for each bidder. Detailed technical evaluation will be taken up in respect of only

those bidders, who meet with the prescribed eligibility criteria.

6.4 The client's constituted technical team will be responsible for evaluation and rankings of Proposals received. This technical team as purchase committee will be constituted by the client.

6.5 The PC evaluates and ranks the Technical Proposals on the basis of proposal's responsiveness to the TOR using the evaluation criteria and points system specified in the Data Sheet. Each Technical Proposal will receive a technical score. A Proposal shall be rejected if it does not achieve the minimum technical mark of 750 from the maximum of 1,000 points.

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

- i. The Technical Proposal was submitted in the wrong format;
- ii. The Technical Proposal included details of costs of the services; or
- iii. The Technical Proposal reached the Client after the submission closing time and date specified in the Data Sheet.

6.7 After the technical evaluation is completed, the Client shall notify Bidders whose Proposals did not meet the minimum qualifying technical mark or Bidders whose Technical Proposals were considered non-responsive to the RFP requirements, indicating that their Financial Proposals will be returned unopened after completion of the selection process. The Client shall simultaneously notify, in writing Bidders whose Technical Proposals received a mark of 750 or higher, indicating the date, time, and location for opening of financial proposals. (Bidder's attendance at the opening of financial Proposals is optional).

7. PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSALS

Public Opening of Financial Proposals

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

- i. The marks of each Technical Proposal that met the minimum mark of 750 will be read out aloud.
- ii. Each Financial Proposal will be checked to confirm that it has remained sealed and unopened.
- iii. The client's representative will open financial proposal of each of only qualified technical proposal. Such representative will read out aloud the name of the Bidder's financial proposal.

Evaluation of Financial Proposals

7.2 Following the ranking of Technical Proposals, when selection is based on QCBS method, financial proposal of first ranked bidder only will be opened and he will be invited to negotiate its Financial Proposal and the Contract. For others (QCBS & LCS), financial proposals shall be opened publicly and read out; and the highest ranked bidder based on cumulative technical and financial evaluation ranking will be invited for contract negotiations.

7.3 Bidder's attendance at the opening of financial proposals is optional

7.4 The evaluation committee will review the detailed content of each Financial Proposal. During the review of Financial Proposals, the Committee and any Client personnel and others involved in the evaluation process, will not be permitted to seek clarification or additional information from any Bidder, who has submitted a Financial Proposal. Financial Proposals will be reviewed to ensure these are:

- i. complete, to see if all items of the corresponding Technical Proposal are priced; if not, for material omissions, the Client will price them by application of the highest unit cost and quantity of the omitted item as provided in the other Financial Proposals and add their cost to the offered price, and correct any arithmetical errors.
- ii. Computational errors if there are errors these will be corrected;
- iii. Other errors, such as activities which are shown as different time lines in technical proposal and different in financial; price for these will be based on the technical proposal.

7.5 The detailed contents of each Financial Proposal will be subsequently reviewed by the Client.

7.6 The evaluated total price (ETP) for each Financial Proposal will be determined.

7.7 When the QCBS method is used: The score for each Financial Proposal is inversely proportional to its ETP and will be computed as follows:

$$Sf = 1,000 \times \frac{Fm}{F}$$

where:

Sf is the financial score of the Financial Proposal being evaluated

Fm is the ETP of the lowest priced Financial Proposal

F is the ETP of the Financial Proposal under consideration

The lowest evaluated Financial Proposal will receive the maximum score of 1,000 marks.

7.8 When the LCS method is used: the Client will select the lowest Financial Proposal of a Bidder whose Technical Proposal has qualified.

Ranking of Proposals (QCBS)

7.9 Following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. This will be done by applying a weight age of 0.70 (or Seventy percent) and 0.30 (or Thirty percent) respectively to the technical and financial scores of each evaluated qualifying Technical and Financial Proposals and then computing the relevant combined total score for each Bidder.

7.10 The technical and financial scores shall be added and the Contract will be awarded to the agency which scores maximum points.

8. Contract Negotiations and Award of Contract

8.1 Negotiations if required will be done in accordance to Uttar Pradesh Procurement Manual (Procurement of Goods) vide letter no. 5/2016/253/18-2-2016-3(SP)/2010 dated 01 april, 2016

8.2 The selected Bidder is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

Section 2: Data Sheet to Instruction to Bidder

Section 2: Data Sheet to Instruction to Bidder

Paragraph Reference	
1.1	<p>Name of the Client:</p> <p>Urban Development and Urban Employment & Poverty Alleviation, Govt. of Uttar Pradesh</p> <p>Client's Representative Director, State Urban Development Agency, Method of selection: Quality Cum Cost Based Selection (QCBS) Method (70:30)</p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>Name of the assignment is: Preparation of Housing for All Plan of Action (HFAPoA) for 635 ULBs of Uttar Pradesh</p>
1.3	For any clarifications Bidders may contact before Pre Bid date.
1.5	Proposals must remain valid for 180 days from the submission date.
1.6 (a)	<p>Bid Security of Rs. 2,00,000 per cluster shall be submitted in case a bidder is submitting bid for less than or equal to 3 cluster, if any bidder is submitting for more than 3 clusters then bid security of Rs. 6,00,000 is acceptable.</p> <p>Bid Security Validity: 180 days beyond bid validity date Mode: As prescribed in ITC. If submitted in the form of Bank Guarantee, the format prescribed at Appendix-III to Data Sheet should be followed. For successful bidder, the Bid Security amount will be used as Performance security against the equivalent amount of Bank Guarantee</p>
1.6 (b)	The Bid security may be forfeited if the successful bidders fail to sign the Contract within 30 days of Intimation for signing of contract.
2.1	<p>Clarifications may be requested from the address for requesting clarifications is: Director, State Urban Development Agency (SUDA) 10 Ashok Marg, Navchetna Kendra, Hazrat Ganj, Lucknow Tel: 0522-2286709 & Fax: 0522-2286711, Email-hfaup1@gmail.com</p>
3.1	Last date of receiving bids: 31/08/2016, Time:15:00 hrs
3.5	<p>Add, Individual team for each cluster shall be submitted for the participating clusters. One team of experts will be considered for one cluster at the time of evaluation.</p>

Paragraph Reference																
4.1	<p>Technical Proposals shall be evaluated on the basis of following pre-identified criteria: (a) Technical criteria that would be considered for selection of preferred bidder would be as follows:</p> <table border="1" data-bbox="351 376 1391 616"> <thead> <tr> <th>S. No</th> <th>Criteria</th> <th>Score Allocated</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Firms Experience in similar assignments</td> <td>300</td> </tr> <tr> <td>2</td> <td>Proposed Approach and methodology</td> <td>250</td> </tr> <tr> <td>3</td> <td>Qualification and Experience of Team Leader & Other Key Professional</td> <td>450</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total Score</td> <td>1000</td> </tr> </tbody> </table> <p>The minimum qualifying marks is 750. The financial bid of bidder getting less than 750 marks will be returned unopened.</p> <p>(b) The members of the constituted technical team will carry out the evaluation of proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria. Each responsive proposal will be given a technical score. Final selection will be made on the basis of the total marks obtained by the shortlisted</p>	S. No	Criteria	Score Allocated	1	Firms Experience in similar assignments	300	2	Proposed Approach and methodology	250	3	Qualification and Experience of Team Leader & Other Key Professional	450	Total Score		1000
S. No	Criteria	Score Allocated														
1	Firms Experience in similar assignments	300														
2	Proposed Approach and methodology	250														
3	Qualification and Experience of Team Leader & Other Key Professional	450														
Total Score		1000														
8.3	<p>Add: In case a bidder gets highest rank (as per QCBS) in more than 2 clusters, choice will be available with the bidder to select any 3 clusters of the 5 clusters. If sufficient bidders do not participate for all clusters, then client may award more than 2 clusters for those Bidders who are responsive for other clusters after negotiations.</p>															
8.4	<p>Add, Negotiation of the rates will be done as per the Procurement Manual of Department of Micro, Small and Medium Enterprises, Uttar Pradesh</p>															

Appendix-I to Data Sheet

NARRATIVE EVALUATION CRITERIA

I. PREVIOUS EXPERIENCE OF Bidder (300)

A. Previous experience of the bidder in carrying out assignments of a similar nature (300 points)

Criteria: The Bidder having experience in at least 3 similar kind of assignments such as preparation of DPRs / SFCPoA / HFAPoA for Mass Housing Projects for any Central sponsored (HFA, RAY, IHSDP & BSUP).

II. Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference (TORs): (250 points)]

- a) Technical approach and methodology (150 points)
- b) Work plan (50 points)
- c) Personnel schedule (50 points)

II. Qualification and Experience of Team Leader & Other Key Professionals (450 Points)

Expertise

Criteria: Separate assessment of each expert listed in the Request for Proposal. Each expert is to be evaluated against the tasks assigned in accordance with four main criteria:

- i. General experience such as academic qualification and the number of years of related experience
- ii. Project related experience based on the number of relevant projects implemented and
- iii. Any key personnel who are more than 70 years of age shall be considered over aged as job requires the extensive filed works and will be considered non eligible.

Weighted Marks for Expertise:

S. No	Designation of Key Experts	Qualification	Weighted Marks
1	Team Leader cum Town Planning Expert	Masters in Urban / Regional Planning / Housing with an overall experience of 10 years and at Managerial Position (Project Manager / Team Leader / Project coordinator) for at-least 5 years.	150
2	Architect	B. Arch with 5 years experience	60
3	Project Engineer	M. Tech (Civil) with 5 years experience	60
4	Urban Planner	Masters in Urban Planning with 5 years experience	60
5	PPP and Finance Expert	Masters in Finance / Accounting with experience in PPP with 5 years experience	60
6	MIS Expert	B.E / B. Tech in I.T or MCA with 5 years experience	60

Team leader may be one for all clusters and one team of experts shall be provided for maximum two clusters

Appendix-II to Data Sheet

DETAILED MARKING	Criteria	Maximum Marks
1	Firms Experience	300
1	Experience in Similar Assignments	250
A	The Bidder having experience in at least 3 similar kind of assignments such as preparation of DPRs / SFCPoA / HFAPoA for Mass Housing Projects for any Central sponsored (HFA, RAY,	
(i)	Marks will be given @ 25 Marks / assignments up to a max of 10 assignments. Work of each city / towns will be considered as on single assignment. Completed and approved assignment / projects (DPRs, SFCPoA & HFAPoA etc) will be considered for evaluation purpose. Each assignment shall have minimum 500 DUs. Completion certificate has to be furnished alongwith the tender	
B	Experience in the relevant projects in Similar Geographical Areas (Haryana, Madhya Pradesh, Rajasthan, Bihar, Jharkhand & Uttar Pradesh)	50
(i)	Relevant projects such as preparation of HFAPoA / SFCPoA for any Central or State Government sponsored schemes. Bidders should have experience for carrying / carried out at least 3 projects in this category. Marks @ 5 per project will be given for the relevant assignments undertaken in similar Geographical Areas (Haryana, Madhya Pradesh, Rajasthan, Bihar, Jharkhand & Uttar Pradesh) up to a max of 10 assignments	
2	Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference (TORs)	250
A	Understanding of project scope and objectives, Technical approach and methodology	150
B	Work Plan and Planning for Deliverables	50
C	Personnel schedule	50
3	Qualification and Experience of Team Leader & Other Key Professionals	450
A	Team Leader cum Town Planning Expert	150
B	Architect	60
C	Project Engineer	60
D	Urban Planner	60
E	PPP and Finance Expert	60
F	MIS Expert	60

DETAILED MARKING	Criteria	Maximum Marks
	<p>The number of points to be assigned to each of the above positions shall be determined considering the following two sub-criteria and relevant percentage weights:</p> <p>1) Academic qualification and years of overall experience: 20%, maximum marks shall be given for Post Graduation, 75% shall be for Graduation and for Diploma 50% shall be given.</p> <p>2) Adequacy for the Assignment (experience in the housing sector): 80% Maximum marks will be given for 10 assignments. 30% weightage will be given in experience other than housing sector in case of working experience of experts.</p>	

Bid Security Form (Bank Guarantee)

(Bank's Name, and Address of Issuing Branch of Office)

Beneficiary: _____ *(name and address of Employer)*

Date: _____

Bid Security No.: _____

Whereas M/s _____ *(insert the name of the Bidder)*
(hereinafter called the "Bidder" has submitted its) Technical & financial proposals for the work of _____
_____ *(insert the name of work for which proposal is submitted)*
(hereinafter called the "Proposal") under package no. _____ on dated-----
-----against the Employer's Notice Inviting Tenders (NIT) Notice Inviting Request for Proposals
(NIP)/ Invitation for Bid (IFB) No. _____ *(Insert*
NIT/NIP/IFB number as per publication in news paper or website).

Furthermore, we understand that, according to your conditions, proposals must be supported by a Bid Security. At the request of the Bidder, we _____ *(insert name of the bank)* hereby irrevocably undertake to pay you any sum or sums not exceeding in total amount of _____ *(insert bid security amount in figures)* _____ *(Amount in words)* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in

Breach of its obligation(s) under the RFP conditions, because the Bidder:

- (a) has withdrawn its Proposal during the period of Proposal validity specified by the Bidder in the Technical Proposal Form; or
- (b) does not accept the correction of errors in accordance with the correction of errors in accordance with the instructions to Bidders (hereinafter "the ITC") of the RFP Document; or
- (c) having been notified of the acceptance of its Proposal by the Employer during the period of proposal validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITC.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the performance security issued to you upon the Instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) forty-five days after the expiration of the Bidder's proposal.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458

Section 3: Technical Forms

Section 3: Technical Forms

[Location, Date] To:

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment and name of cluster] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in individual capacity without entering in association with/as a Joint Venture. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification ion.

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

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Data Sheet (*Please indicate date*).

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

We remain

Yours sincerely,

Authorized Signature (In full and initials) : _____

Name and Title of Signatory: _____

Name & Seal of Firm: _____

Address : _____

FORM TECH-2A: Bidder's Organization

[Provide here a brief (two pages) description of the background and organization of the Bidder **with** following summary sheet.]

Details	Page No.
Name of the Agency:	
Address of Registered Office: Attach Reg. Paper.	
Year of Establishment:	
Contact Person with Contact Details:	
Details of JV/Associated Agency (ies): Details of JV/Associated Agency (ies):	
Annual Turnover* in last three years (` in Lakhs) FY 2014-15: FY 2013-14: FY 2012-13:Average Annual Turnover for above three Financial Years: (Total/3) *Audited Statements to be enclosed	
Net worth of Agency (Positive/ Negative):	
Current Contract Commitments: (In Lakh)	
Experience in Similar Assignment: - Number of years: - Total assignments: - Assignments completed in last 3 years:	
Any Award or Felicitation received by your Agency complete details for the same	
Any Other Relevant Details:	

Authorized Signature [*In full and initials*]: _____

Name and title of Signatory

Name & Seal of Firm

Form TECH-2B: Bidder's Experience [For full technical proposals only]

[The following information should be provided in the format below for each reference assignment for which your firm, either in dividedly as a corporate entity or as one of the major companies within a consortium, was legally contracted by the Employer stated below. for each assignment]

Assignment name:	Approx. value of the contract (in current `):
Country: Location within country:	Duration of assignment (months): Duration of Completion of Assignment.
Name of Client:	Total Number of person-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in `)
Start date (month/year): Completion date (month/year):	Number of professional person-months provided by the joint venture partners or the Sub-Bidders:
Name of joint venture partner or sub-Bidders, if any for the assignment	
Name of senior regular full time employees of the firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project:	
Description of actual services* provided in the assignment:	

*(Certificate from Employer regarding experience should be furnished)

Authorized Signature [*In full and initials*]: _____

Name and title of Signatory

Name & Seal of Firm

Team Leader and key professionals

Surname, First Name	Firm Acronym	Area of Expertise	Position Assigned	Task Assigned	Employment Status with Firm (full-time/ other)	Education/ Degree (Year / Institution)	No. of years of relevant project experience	CV signature (by expert/by other)

Authorized Signature [*In full and initials*]: _____

Name and title of Signatory

Name & Seal of Firm

FORM Tech - 3 Curriculum Vitae (CV) FOR PROPOSED Experts

[Summary of CV: Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV]

1. Proposed Position *[only one candidate shall be nominated for each position]*: ____
2. Name of Firm *[Insert name of firm proposing the expert]*: _____
3. Name of Expert *[Insert full name]*:
4. Date of Birth: _____Citizenship: _____
5. Education *[Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained]*
6. Languages *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]*: _
7. Employment Record *[Starting with present position, list in reversed order, every employment held.*
List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience period of specific assignment must be clearly mentioned]:
 From [Year]: ____ To [Year]: ____
 Employer: _____
 Positions held: _

<p>Detailed Tasks Assigned <i>[List all tasks to be performed under this assignment]</i></p>	<p>Works undertaken that Best illustrates capability to Handle the tasks assigned (Among the assignments in which the experts has been involved, indicate the following information for those assignments that teh best illustrate the expert’s capability to handle the tasks listed under serial No.7)</p> <p>Name of the assignment or project: Year Location Client Main Project Feature Positions held Activities Performed</p>
--	--

Certification:

- I the undersigned, certify to the best of my knowledge and belief that:
- I. This CV correctly describe my qualifications and my experience.
 - II. I am not employed by the Executing / Implementing Agency.
 - III. I am / I am not in regular full-time employment with the Bidder/Sub-Bidder.
 - IV. *I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage myself in any other assignment during the currency of this assignment on the project*
 - V. I, the undersigned, certify that to the best of my knowledge and belief, this bio-data

correctly describes myself my qualification and my experience. I am committed to undertake the assignment within the validity of Proposal.

[Signature of expert or authorized representative of the firm]

Full name of authorized representative:

Section 4: Financial Proposal

Section 4: Financial Proposal

Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 4 of Section 1

Form FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

To,

Director,
Urban Development Department,
Govt. of Uttar Pradesh,
Uttar Pradesh

Dear Sir / Madam:

We, the undersigned, offer to provide the consulting services for "Preparation of Housing for All Plan of Action, in accordance with your Request for Proposal dated (Insert Date). Our Financial Proposal for Housing for Plan of Action is for the sum of **Rs.** _____) as a lump sum fee for the Cluster _____ that Includes the financial proposal would be excluding statutory tax.

ULB wise rates for clusters

S.No	Name of the cluster	Name of ULB	Amount in Rs	Amount in words

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

No fees, gratuities, rebates, gifts, commissions or other payments have been given or received in connection with this Proposal.

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

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Note:-Ceiling Limit for preparation of HFAPoA shall not exceed sanction GOI rates as follows.

S.No	Description	Ceiling Limit
1	For Cities have population less than 1 Lakh	7,00,000/-
2	For Cities have population in between 1-5 Lakh	14,00,000/-
3	For Cities have population in between 5-10 Lakh	21,00,000/-
4	For Cities have population in between 10-15 Lakh	28,00,000/-
5	For Cities have population greater than 15 Lakh	35,00,000/-

Section 5: Scope of Work

Section 5: Scope of Work

Introduction

Under the Housing for All Mission (2015-2022); Pradhan Mantri Awas Yojana (PMAY) has been launched on 25th June 2015 by the Ministry of Urban Development and Poverty Alleviation, Govt of India. The cities are divided into group of clusters for ease of project implementation.

Brief Description about the Proposed Project:

The Housing for All (HFA) mission seeks address the housing requirement of urban poor including slum dwellers and non slums dwellers of Economic Weaker Section (EWS) of Annual Income upto Rs. 3,00,000 and Lower Income Group (LIG) of Annual Income from Rs. 3,00,000 to Rs. 6,00,000 through following programme verticals by 2022:

- Slum rehabilitation of slum dwellers with participation of private developers using land as a resource
- Promotion of affordable Housing for weaker section through credit linked subsidy
- Affordable Housing in Partnership with Public & Private sectors
- Subsidy for beneficiary led individual house construction

Refer the guidelines prescribed by Ministry of Urban Development and Poverty Alleviation, Govt of India available on website.

Scope of Work:

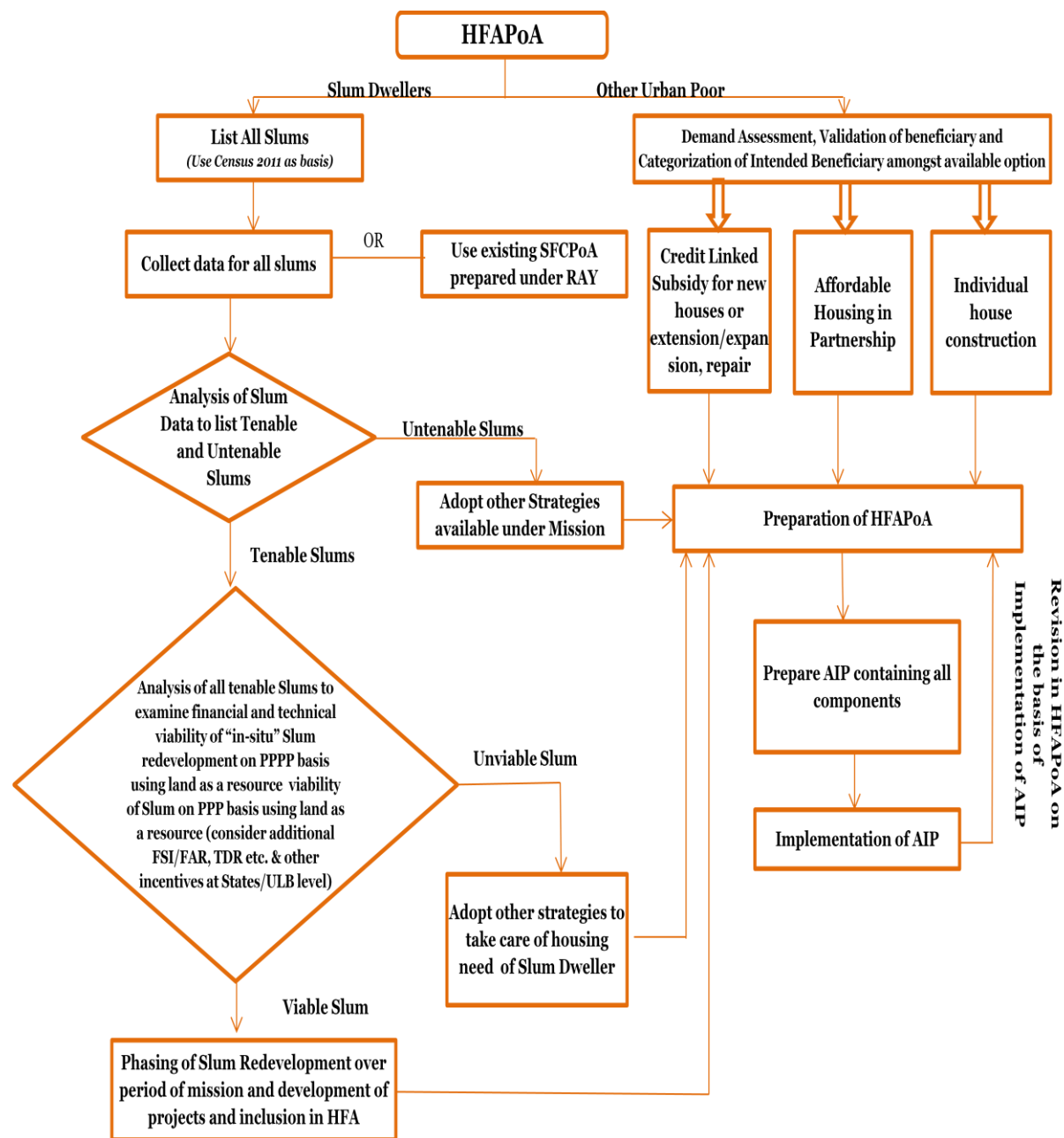
The Bidders will carry out a multi-stage exercise for preparation of Housing for All Plan of Action (HFAPoA), Annual Implementation Plan based on demand survey of cities for requirement of Housing, Bidder also needs to carry out the validation of beneficiaries during the preparation of HFAPoA.

Broad Activities under Preparation of HFAPoA

- All the activities mentioned in the flowchart indicated in para 8.7 of HFA (Urban Scheme Guidelines). The activities include:
- Demand Survey through camps
- 20% of physical verification of demand survey
- Organisation of stack holders as per the clause 8.6 of Guidelines
- Bidder shall ensure that proposed beneficiaries under HFA were covered under SECC 2011
- Data Entry of slum and Non Slum survey, data verification, collection and compilation of data
- Assessment of Urban Poor status in slum and non – slums
- Devising development options for beneficiaries for verticals
- Implementation methodology
- Formulation of Financial Plans

Bidder shall carry out all the stage of the mission. Any amendment or modifications in the Guideline by HUPA, Govt of India, will be applicable at all the stages of whole project duration. The Bidder needs to closely work with existing / proposed SLTC and CLTC for proposed cities for coordination, direction and implementation of projects.

Cities which have already prepared Slum Free Plan of Action (SFCPoA) under Rajiv Awas Yojana Programme or any other housing plan with data on construction of housing units shall be utilized in the existing plan / data for preparing housing for all plan of action. Houses constructed under various schemes should be accounted for while preparing HFAPoA. The detail scope of work is mentioned in the guideline and submission of all data / report will be in accordance to the format given in Annexure 5, 6 and 7 A, 7B and 7C and all related Annexure mentioned in the guidelines provided by HUPA.



Outputs & Deliverables for submission of HFAPoA

S.No	Deliverables / Services based on scope of work	Timeline (from the date of award of work)	Payment
1	Completion of Demand Survey	75 days	40 % of the Total cost of consulting fee of respective ULB
2	Approval of Demand Survey by DUDA	20 days	20 % of the Total cost of consulting fee of respective

S.No	Deliverables / Services based on scope of work	Timeline (from the date of award of work)	Payment
			ULB
3	Submission of HFAPoA to SUDA	25 days	20 % of the Total cost of consulting fee of respective ULB
4	Approval of HFAPoA by SLSMC		10 % of the Total cost of consulting fee of respective ULB
5	Approval of HFAPoA by State Government		10 % of the Total cost of Project

Duration of the project is six month; however the duration may be extended after mutual consent of parties.

Cluster No.	Division (District)	Headquarter (ULBs)	Districts	Name of ULB	Population
1	Agra Division (4)	Agra (44)	Agra	Agra Nagar Nigam	1576138
	3994018		1804063	fatehpursikri Nagar Palika Parishad	32998
				Achhnera Nagar Palika Parishad	22526
				Samshabad Nagar Palika Parishad	33144
				Etmadpur Nagar Palika Parishad	23430
				Wah Nagar Palika Parishad	16204
				Kirawali Nagar Panchayat	18943
				Kheragarh Nagar Panchayat	23341
				Pinahat Nagar Panchayat	18703
				Fatehabad Nagar Panchayat	23232
				Jagner Nagar Panchayat	10518
				Dayalbagh Nagar Panchayat	2729
				Swamibagh Nagar Panchayat	2157
			Firozabad	Firozabad Nagar Nigam	603797
			1265177	Sikohabad Nagar Palika Parishad	107300
				Sirshaganj Nagar Palika Parishad	32152
				Tundla Nagar Palika Parishad	503086
				Jasrana Nagar Panchayat	11947
				Fariha Nagar Panchayat	6895

Cluster No.	Division (District)	Headquarter (ULBs)	Districts	Name of ULB	Population
			Mainpuri	Mainpuri Nagar Palika Parishad	135284
			287911	Kurawli Nagar Panchayat	24875
				Bhogaon Nagar Panchayat	30885
				Karhal Nagar Panchayat	27700
				Bewar Nagar Panchayat	23796
				Ghiraora Nagar Panchayat	16753
				Kusmara Nagar Panchayat	11957
				Kishni Nagar Panchayat	11152
				Jyoti Khyria Nagar Panchayat	5509
			Mathura	Mathura Nagar Palika Parishad	348453
			636867	Vrindavan Nagar Palika Parishad	63117
				Kosikala Nagar Palika Parishad	60000
				Raya Nagar Panchayat	21467
				Govardhan Nagar Panchayat	22104
				Chhata Nagar Panchayat	20723
				Chaumuhan Nagar Panchayat	13089
				Bajna Nagar Panchayat	8956
				Nandgaon Nagar Panchayat	11511
				Barsana Nagar Panchayat	11839
				Radhakund Nagar Panchayat	7245
				Saunkh Nagar Panchayat	9552
				Mahaban Nagar Panchayat	11774
				Baldeo Nagar Panchayat	11774
				Farah Nagar Panchayat	10439
				Gokul Nagar Panchayat	4824
4	Azamgarh division (3)	Azamgarh (30)	Azamgarh	Azamgarh Nagar Palika Parishad	93521
	1041121		295061	Mubarkpur Nagar Palika Parishad	70365
				Atraulia Nagar Panchayat	9300
				Mahul Nagar Panchayat	
				Billariaganj Nagar Panchayat	15125
				Jiyanpur Nagar Panchayat	13632
				Azmatgarh Nagar	12181

Cluster No.	Division (District)	Headquarter (ULBs)	Districts	Name of ULB	Population
				Panchayat	
				Nizambad Nagar Panchayat	13668
				Sarai Mir Nagar Panchayat	18937
				Katghar Lalganj Nagar Panchayat	14805
				Mehanagar Nagar Panchayat	17106
				Fhulpur Nagar Panchayat	9652
				Mahrajganj Nagar Panchayat	6769
			Ballia	Balia Nagar Palika Parishad	104271
			294975	Rasara Nagar Palika Parishad	31721
				Reoti Nagar Panchayat	26340
				Sikanderpur Nagar Panchayat	23974
				Chitbara Gaon Nagar Panchayat	21887
				Bansdhi Nagar Panchayat	22877
				Sahatwar Nagar Panchayat	20612
				Maniyar Nagar Panchayat	22897
				Belthara Road Nagar Panchayat	20396
			Mau	Mau Nagar Palika Parishad	278745
			451085	Ghosi Nagar Panchayat	39237
				Validpur Nagar Panchayat	25575
				Kopaganj Nagar Panchayat	34880
				Muhammadabad Nagar Panchayat	41874
				Adari Nagar Panchayat	13724
				Dohrighat Nagar Panchayat	11812
				Amila Nagar Panchayat	5238
5	Bareilly division (4 Districts)	Bareilly (59)	Budaun	Badaun Nagar Palika Parishad	159221
	2763466		595684	Unjhani Nagar Palika Parishad	61998
				Sahaswan Nagar Palika Parishad	65843
				Bilsa Nagar Palika	26598

Cluster No.	Division (District)	Headquarter (ULBs)	Districts	Name of ULB	Population
				Parishad	
				Kakrala Nagar Palika Parishad	38186
				Dataganj Nagar Palika Parishad	28672
				Bisauli Nagar Palika Parishad	28398
				Kachhla Nagar Panchayat	9847
				Ushait Nagar Panchayat	16573
				Mudiya Nagar Panchayat	6385
				Sakhanu Nagar Panchayat	10682
				Islamnagar Nagar Panchayat	33485
				Kunwar Gaav Nagar Panchayat	8098
				Usanwa Nagar Panchayat	13420
				Rudayan Nagar Panchayat	7629
				Bajirganj Nagar Panchayat	21972
				Guldiya Nagar Panchayat	5567
				Saudpur Nagar Panchayat	15560
				Alapur Nagar Panchayat	25216
				Faijganj Nagar Panchayat	12334
			Bareilly	Bareilly Nagar Nigam	720315
			1257759	Baheri Nagar Palika Parishad	68477
				Anwala Nagar Palika Parishad	55838
				Faridpur Nagar Palika Parishad	89892
				Nawabganj Nagar Palika Parishad	39237
				Fatehganj Paschimi Nagar Panchayat	26596
				Shishgarh Nagar Panchayat	25794
				Dhaura Tanda Nagar Panchayat	23785
				Richha Nagar Panchayat	22270
				Deoranian Nagar Panchayat	23068
				Shergarh Nagar Panchayat	16059
				Thiriya Nizamat Khan Nagar Panchayat	23049
				Sirauli Nagar Panchayat	23666
				Mirganj Nagar Panchayat	17523

Cluster No.	Division (District)	Headquarter (ULBs)	Districts	Name of ULB	Population
				Shahi Nagar Panchayat	16895
				Bisharatganj Nagar Panchayat	15865
				Rithora Nagar Panchayat	16785
				Sainthal Nagar Panchayat	15442
				Fatehganj Purvi Nagar Panchayat	9727
				Faridpur Nagar Panchayat	7476
			Pilibhit	Pilibhit Nagar Palika Parishad	130428
			327911	Bisalpur Nagar Palika Parishad	73540
				Puranpur Nagar Palika Parishad	40005
				Nyoria Husainpur Nagar Panchayat	21702
				Bilsanda Nagar Panchayat	18490
				Jahanabad Nagar Panchayat	14325
				Kalinagar Nagar Panchayat	11270
				Guldia Bhandara Nagar Panchayat	6183
				Barkhera Nagar Panchayat	11968
			Shahjahanpur	Shahjahanpur Nagar Palika Parishad	327965
			582112	Puwaya Nagar Palika Parishad	31054
				Tilhar Nagar Palika Parishad	60803
				Jalalabad Nagar Palika Parishad	37519
				Katra Nagar Panchayat	34177
				Kanth Nagar Panchayat	27125
				Khutar Nagar Panchayat	17137
				Allahganj Nagar Panchayat	14740
				Khudaganj Nagar Panchayat	14738
				Rly. Settlement Roza Nagar Panchayat	16854
6	Basti division (3)	Basti (14)	Basti	Basti Nagar Palika Parishad	114651
	377977		138117	Rudhauri Bazar Nagar	

Cluster No.	Division (District)	Headquarter (ULBs)	Districts	Name of ULB	Population
				Panchayat	
				Harraiya Nagar Panchayat	9165
				Babhnan Bazar Nagar Panchayat	14301
			Sant Kabir Nagar	Khalilabad Nagar Palika Parishad	39559
			93570	Mehdawal Nagar Panchayat	24662
				Maghar Nagar Panchayat	19222
				Hariharpur Nagar Panchayat	10127
			Siddharthnagar	Siddharth Nagar Nagar Palika Parishad	25410
			146290	Bashi Nagar Palika Parishad	40700
				Barhani Bazar Nagar Panchayat	15467
				Dumariyaganj Nagar Panchayat	30542
				Uska Bazar Nagar Panchayat	24891
				Shohratgarh Nagar Panchayat	9280
8	Devipatan division (4)	Gonda (16)	Bahraich	behraich Nagar Palika Parishad	187188
	646919		268713	Nanapara Nagar Palika Parishad	48441
				Jarwal Nagar Panchayat	19342
				Risia Bazar Nagar Panchayat	13742
			Balarampur	Balrampur Nagar Palika Parishad	82488
			156268	Utroula Nagar Palika Parishad	32171
				Tulsipur Nagar Panchayat	24388
				Pachperwa Nagar Panchayat	17221
			Gonda	Gonda Nagar Palika Parishad	114000
				Karnailganj Nagar Palika Parishad	24142
				Khargupur Nagar Panchayat	10467
				Katra Nagar Panchayat	8106
				Mankapur Nagar Panchayat	9460

Cluster No.	Division (District)	Headquarter (ULBs)	Districts	Name of ULB	Population
			Shravasti	Bhinga Nagar Panchayat	23658
			38449	Ikauna Nagar Panchayat	14791
9	Faizabad division (5)	Faizabad (33)	Ambedkar Nagar	Tanda Nagar Palika Parishad	96138
	1009158		266389	Jalalpur Palika Parishad	29636
				Akbarpur Palika Parishad	111594
				Ashrafpur Kichhauchha Nagar Panchayat	15865
				Itifatganj Nagar Panchayat	13156
			Amethi	Jayas Nagar Palika Parishad	26858
			76539	Gauriganj Nagar Palika Parishad	
				Salon Nagar Panchayat	15938
				Pardeshpur Nagar Panchayat	11863
				Musafirkhana Nagar Panchayat	8011
				Amethi Nagar Panchayat	13869
			Barabanki	Nawabganj Nagar Palika Parishad	17314
			220337	Jaudpur Nagar Panchayat	34425
				Deva Nagar Panchayat	15682
				Banki Nagar Panchayat	21349
				Satrikh Nagar Panchayat	12214
				Tikaitnagar Nagar Panchayat	9453
				Haidargarh Nagar Panchayat	17210
				Dariyabad Nagar Panchayat	18326
				Siddhaur Nagar Panchayat	12468
				Fatehpur Nagar Panchayat	35653
				Ramnagar Nagar Panchayat	12416
				Subeha Nagar Panchayat	13827
			Faizabad	Rudauli Nagar Palika Parishad	42550
			307082	Faizabad Nagar Palika Parishad	167544
				Ayodhya Nagar Palika Parishad	56102
				Bhadarsa Nagar Panchayat	13210
				Gosainganj Nagar	13199

Cluster No.	Division (District)	Headquarter (ULBs)	Districts	Name of ULB	Population
				Panchayat	
				Bikapur Nagar Panchayat	14477
			Sultanpur	Sultanpur Nagar Palika Parishad	107914
			138811	Dostpur Nagar Panchayat	13979
				Koeripur Nagar Panchayat	8934
				Kadipur Nagar Panchayat	7984
10	Gorakhpur division (4)	Gorakhpur (31)	Deoria	Deoria Nagar Palika Parishad	104227
	1370930		294879	Gaurabarhaz Nagar Palika Parishad	36481
				Rudrapur Nagar Panchayat	33860
				Lar Nagar Panchayat	28406
				Salempur Nagar Panchayat	21132
				Bhatni Bazar Nagar Panchayat	16977
				Majhauliraj Nagar Panchayat	20789
				Bhatpar Rani Nagar Panchayat	15262
				Gauri Bazar Nagar Panchayat	6464
				Rampur Karkhana Nagar Panchayat	11281
			Gorakhpur	Gorakhpur Nagar Nigam	672072
			794406	Sahjanwa Nagar Panchayat	32918
				Barhalganj Nagar Panchayat	20801
				Pipraich Nagar Panchayat	15639
				Bansgaon Nagar Panchayat	15288
				Pipiganj Nagar Panchayat	13552
				Mundera Bazar Nagar Panchayat	10810
				Gola Bazar Nagar Panchayat	13326
			Kushinagar	Padrauna Nagar Palika Parishad	49764
			160740	Kushinagar Nagar Panchayat	22078
				Sewarhi Nagar Panchayat	23111
				Kadda Nagar Panchayat	16121
				Ramkola Nagar Panchayat	13330
				Kaptanganj Nagar	23531

Cluster No.	Division (District)	Headquarter (ULBs)	Districts	Name of ULB	Population
				Panchayat	
				Hata Nagar Panchayat	12805
			Maharajganj	Maharajganj Nagar Palika Parishad	26348
			120905	Nautanwan Nagar Palika Parishad	33791
				Nichlaul Nagar Panchayat	18282
				Siswa Bazar Nagar Panchayat	20963
				Anandnagar Nagar Panchayat	10118
				Ghughuli Nagar Panchayat	11403
11	Jhansi division (3)	Jhansi (27)	Jalaun	Jalaun Nagar Palika Parishad	56871
	1246559		368199	Kaunch Nagar Palika Parishad	53426
				Urai Nagar Palika Parishad	139318
				Kalpi Nagar Palika Parishad	51558
				Rampura Nagar Panchayat	12921
				Kadaura Nagar Panchayat	14903
				Modhogarh Nagar Panchayat	12823
				Umri Nagar Panchayat	9244
				Kotra Nagar Panchayat	9150
				Nandigaon Nagar Panchayat	7985
			Jhansi	Jhansi Nagar Nigam	507293
			726642	Mauranipur Nagar Palika Parishad	50882
				Samthar Nagar Palika Parishad	22445
				Baruasagar Nagar Palika Parishad	25086
				Chirgawn Nagar Palika Parishad	16734
				Gursahay Nagar Palika Parishad	26911
				Moth Nagar Panchayat	13033
				Tondi Fatehpur Nagar Panchayat	11858
				Ranipur Nagar Panchayat	18143
				Kathera Nagar Panchayat	7426

Cluster No.	Division (District)	Headquarter (ULBs)	Districts	Name of ULB	Population
				Bara Gaon Nagar Panchayat	8569
				Erich Nagar Panchayat	9523
				Garautha Nagar Panchayat	8739
			Lalitpur	Lalitpur Nagar Palika Parishad	133041
			151718	Talbehat Nagar Panchayat	14
				Pali Nagar Panchayat	9261
				Mahroni Nagar Panchayat	9402
13	Lucknow division (6)	Lucknow (67)	Hardoi	Hardoi Nagar Palika Parishad	126970
	4971571		460146	Shahabad Nagar Palika Parishad	67751
				Sandila Nagar Palika Parishad	58858
				Shandi Nagar Palika Parishad	26112
				Pihani Nagar Palika Parishad	36290
				Bilgram Nagar Palika Parishad	29808
				Mallawan Nagar Palika Parishad	36857
				Pali Nagar Panchayat	18544
				Kachhauma Patseni Nagar Panchayat	15692
				Gopamau Nagar Panchayat	15533
				Madhoganj Nagar Panchayat	11522
				Beniganj Nagar Panchayat	10261
				Kursath Nagar Panchayat	5948
			Lakhimpur Kheri	Lakhimpur Nagar Palika Parishad	121486
			364025	Golagokrannath Nagar Palika Parishad	53842
				Mohammadi Nagar Palika Parishad	37451
				Paliyakalan Nagar Palika Parishad	41253
				Kheri Nagar Panchayat	28170
				Mailani Nagar Panchayat	13435
				Barwar Nagar Panchayat	14746
				Singahi Bhiraure Nagar Panchayat	19247

Cluster No.	Division (District)	Headquarter (ULBs)	Districts	Name of ULB	Population
				Dhanurahara Nagar Panchayat	21795
				Oel Dhakwa Nagar Panchayat	12600
			Lucknow	Lucknow Nagar Nigam	2817105
			2953067	Malihabad Nagar Panchayat	17803
				Bakshi ka Talab Nagar Panchayat	48180
				Kakori Nagar Panchayat	19426
				Amethi Nagar Panchayat	13523
				Nagram Nagar Panchayat	10737
				Gosaiganj Nagar Panchayat	10349
				Mahona Nagar Panchayat	8592
				Itaunja Nagar Panchayat	7352
			Raebareli	Raebareli Nagar Palika Parishad	169333
			239443	Lalganj Nagar Panchayat	23346
				Unchahar Nagar Panchayat	11032
				Maharajganj Nagar Panchayat	7666
				Dalmau Nagar Panchayat	15532
				Bachhrawan Nagar Panchayat	12534
			Sitapur	Sitapur Nagar Palika Parishad	151906
			493546	Misrikha Naimisharanya Nagar Palika Parishad	18390
				Bisawan Nagar Palika Parishad	55776
				Mahamudabad Nagar Palika Parishad	50789
				Laharpur Nagar Palika Parishad	61911
				Khairabad Nagar Palika Parishad	48480
				Maholi Nagar Panchayat	21274
				Hargaon Nagar Panchayat	20909
				Tambaur Ahmadabad Nagar Panchayat	26063
				Paintepur Nagar Panchayat	13139
				Sidhauli Nagar Panchayat	24909
			Unnao	Unnao Nagar Palika	178681

Cluster No.	Division (District)	Headquarter (ULBs)	Districts	Name of ULB	Population
				Parishad	
			461344	Bangarmau Nagar Palika Parishad	44339
				Gangaghat Nagar Palika Parishad	70803
				Safipur Nagar Panchayat	25612
				Purwa Nagar Panchayat	24503
				Maurawan Nagar Panchayat	15501
				Mohan Nagar Panchayat	16280
				Ganj Muradabad Nagar Panchayat	10934
				Nawabganj Nagar Panchayat	11545
				Rasulabad Nagar Panchayat	7236
				Nyotini Nagar Panchayat	8179
				Haderbad Nagar Panchayat	7702
				Ugu Nagar Panchayat	6329
				Bighapur Nagar Panchayat	6603
				Bhagwant Nagar Nagar Panchayat	7184
				Kursath Nagar Panchayat	6715
				Auras Nagar Panchayat	6489
				Fatehpur Chaurasi Nagar Panchayat	6709
14	Meerut division (6)	Meerut (56)	Bagpat	khekada Nagar Palika Parishad	48753
	4724227		243120	Aminagar Sarai Nagar Palika Parishad	11173
				Bagpat Nagar Palika Parishad	50380
				Barout Nagar Palika Parishad	85708
				Tatiri Nagar Panchayat	
				Chhaprauli Nagar Panchayat	18959
				Tikri Nagar Panchayat	13976
				Doghat Nagar Panchayat	14171
			Bulandshahr	Bulandshahr Nagar Palika Parishad	222826
			797988	Khurza Nagar Palika Parishad	98610
				Sikandrabad Nagar Palika	80889

Cluster No.	Division (District)	Headquarter (ULBs)	Districts	Name of ULB	Population
				Parishad	
				Anoopsahar Nagar Palika Parishad	29082
				Syana Nagar Palika Parishad	44452
				Jahagirabad Nagar Palika Parishad	59873
				Sikarpur Nagar Palika Parishad	37186
				Dibai Nagar Palika Parishad	39902
				Gulawati Nagar Palika Parishad	50676
				Kakod Nagar Panchayat	8412
				Aurangabad Nagar Panchayat	26548
				Naraura Nagar Panchayat	24457
				Bugrasi Nagar Panchayat	15008
				Khanpur Nagar Panchayat	17252
				Pahesu Nagar Panchayat	21269
				Chhatari Nagar Panchayat	11315
				Bhawanbahadur Nagar Nagar Panchayat	10231
			Gautam Buddha Nagar	Dadari Nagar Palika Parishad	91345
			169377	Bilaspur Nagar Panchayat	8805
				Jewar Nagar Panchayat	32340
				Dankaur Nagar Panchayat	12999
				Rabupura Nagar Panchayat	13046
				Jahangirpur Nagar Panchayat	10842
			Ghaziabad	Ghaziabad Nagar Nigam	968256
			1764437	Modinagar Nagar Palika Parishad	130161
				Muradnagar Nagar Palika Parishad	95074
				Loni Nagar Palika Parishad	512296
				Dasna Nagar Panchayat	26425
				Faridnagar Nagar Panchayat	12772
				Patala Nagar Panchayat	9490
				Niwari Nagar Panchayat	9963

Cluster No.	Division (District)	Headquarter (ULBs)	Districts	Name of ULB	Population
			Hapur	Hapur Nagar Palika Parishad	211983
			347205	Pilkhuwa Nagar Palika Parishad	83712
				Garmukteswar Nagar Palika Parishad	46059
				Babugarh Nagar Panchayat	5451
			Meerut	Meerut Nagar Nigam	1068772
			1402100	Mawana Nagar Palika Parishad	81343
				Sardhana Nagar Palika Parishad	58185
				Hastinapur Nagar Panchayat	21249
				Kithaur Nagar Panchayat	27951
				Karnawal Nagar Panchayat	11687
				Daurala Nagar Panchayat	19634
				Lawar Nagar Panchayat	21606
				Phalauda Nagar Panchayat	19685
				Bahsuma Nagar Panchayat	11626
				Parikshitgarh Nagar Panchayat	21111
				Sewalkhas Nagar Panchayat	24878
				Kharkhoda Nagar Panchayat	14373
	Cluser 16				
	Moradabad division (5)	Moradabad (49)	Amroha	Amroha Nagar Palika Parishad	197135
	3378292		461650	Hasanpur Nagar Palika Parishad	61432
				Gajraula Nagar Palika Parishad	66792
				Dhanoura Nagar Palika Parishad	29971
				Bachhraoun Nagar Palika Parishad	31135
				Naugawa Sadat Nagar Panchayat	33032
				Joya Nagar Panchayat	17653
				Ujhari Nagar Panchayat	24500
			Bijnor	Kiratpur Nagar Palika Parishad	61801

Cluster No.	Division (District)	Headquarter (ULBs)	Districts	Name of ULB	Population
			854611	Chandpur Nagar Palika Parishad	83456
				Afajalgarh Nagar Palika Parishad	29114
				Bijnor Nagar Palika Parishad	93392
				Haldaur Nagar Palika Parishad	19560
				Nagina Nagar Palika Parishad	95267
				Serkot Nagar Palika Parishad	62144
				Seyohara Nagar Palika Parishad	53298
				Dhampur Nagar Palika Parishad	51412
				Nahtour Nagar Palika Parishad	44301
				Noorpur Nagar Palika Parishad	38850
				Nazibabad Nagar Palika Parishad	88638
				Jhalu Nagar Panchayat	21010
				Mandawar Nagar Panchayat	21085
				Jalalabad Nagar Panchayat	20376
				Badhapur Nagar Panchayat	24711
				Sahaspur Nagar Panchayat	24511
				Sahanpur Nagar Panchayat	21685
			Moradabad	Moradabad Nagar Nigam	887267
			1075326	Thakurdwara Nagar Palika Parishad	44069
				Bilari Nagar Palika Parishad	37537
				Kudarki Nagar Panchayat	29898
				Bhojpur Dharampur Nagar Panchayat	32325
				Kanth Nagar Panchayat	26409
				Umarikalan Nagar Panchayat	17821
			Rampur	Rampur Nagar Palika Parishad	320573
			560372	Tanda Nagar Palika Parishad	48216
				Bilaspur Nagar Palika	43915

Cluster No.	Division (District)	Headquarter (ULBs)	Districts	Name of ULB	Population
				Parishad	
				Swar Nagar Palika Parishad	32045
				Milak Nagar Palika Parishad	30566
				Kemri Nagar Panchayat	28720
				Shahabad Nagar Panchayat	38276
				Maswasi Nagar Panchayat	18061
			Sambhal	Sambhal Nagar Palika Parishad	182478
			426293	Bahjoi Nagar Palika Parishad	37049
				Chandosi Nagar Palika Parishad	114254
				Gava Nagar Panchayat	9581
				Babrala Nagar Panchayat	18108
				Gannaur Nagar Panchayat	23713
				Sirsi Nagar Panchayat	21373
				Narauli Nagar Panchayat	19737
17	Saharanpur division (3)	Saharanpur (31)	Muzaffarnagar	Khatauli Nagar Palika Parishad	72921
	1738172		337646	Muzaffarnagar Nagar Palika Parishad	72961
				Charthaval Nagar Panchayat	20651
				Miranpur Nagar Panchayat	29307
				Budhana Nagar Panchayat	39869
				Purquazi Nagar Panchayat	28982
				Sisauli Nagar Panchayat	15106
				Shahpur Nagar Panchayat	20131
				Jansath Nagar Panchayat	19901
				Bhokarhedi Nagar Panchayat	17817
			Saharanpur	Saharanpur Nagar Nigam	701401
			1012805	Devband Nagar Palika Parishad	97068
				Nakur Nagar Palika Parishad	20715
				Gangoh Nagar Palika Parishad	59467
				Sarsawan Nagar Palika Parishad	18444
				Rampur Maniharan Nagar Panchayat	28037

Cluster No.	Division (District)	Headquarter (ULBs)	Districts	Name of ULB	Population
				Ambehta Peer Nagar Panchayat	15739
				Titron Nagar Panchayat	10907
				Nanauta Nagar Panchayat	21105
				Behat Nagar Panchayat	20474
				Chilkana Sultanpur Nagar Panchayat	19448
			Shamli	Shamli Nagar Palika Parishad	107233
			387721	Kairana Nagar Palika Parishad	88941
				Kanghala Nagar Palika Parishad	46922
				Banat Nagar Panchayat	20630
				Jhinjhana Nagar Panchayat	18600
				Garhi Pukta Nagar Panchayat	12295
				Jalalabad Nagar Panchayat	28289
				Thana Bhawan Nagar Panchayat	36714
				Un Nagar Panchayat	15989
				Ailum Nagar Panchayat	12108

Section – 6: General Conditions of Contract

**Section – 6: General Conditions of Contract Agreement & General
Conditions of Contract
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Appendix H : Copy of letter of acceptance

Appendix I : Format for Bank Guarantee for Performance Security

Appendix J : Minutes of the Pre-bid meeting

Section 1: FORM OF CONTRACT

CONTRACT FOR: [Please insert name of project]

CONTRACT NUMBER: [Please insert project number]

THIS CONTRACT is made

BETWEEN: [Director, State Urban Development Agency, GoUP (hereinafter referred to as "the client"]

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

[Please insert nodal officer and communication address of the Bidder]

AND:

WHEREAS:

A.the Employer has requested the Bidders to provide certain consulting services as defined in the General Conditions attached to this Contract hereinafter called the "service") and

B. the Bidders, having represented to the Employer that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

Documents

This Contract shall be comprised of the following documents:

Section 1: Form of Contract

Section 2: General Conditions

Section 3: Special Conditions

Section 4: Terms of Reference

Section 5: Schedule of Prices

Section 6: Minutes of Contract Negotiation Meeting

Appendix A: Minutes of Financial/ Contract Negotiations with the Bidder, If any.

- Appendix B: Copy of letter of invitation
- Appendix C: Copy of letter of acceptance
- Appendix D: Copy of Bank Guarantee for Performance Security
- Appendix-E: Minutes of the pre-bid meeting.

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

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

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

Commencement and Duration of the Services

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

Financial Limit

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

Time of the Essence

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

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

<p>For and on behalf of Client</p> <p>Signature Name: Date:</p>	<p>For and on behalf of Bidder</p> <p>Signature: Name: Date:</p>
<p>Witness on behalf of Client</p> <p>1. *****</p> <p>2. ***</p>	<p>Witness on behalf of Bidder</p> <p>1. *****</p>

General Condition of contract

I. DEFINITATION of INTERPRETATION

1.1 Definition

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.
- b) "Contract" Means the Contract signed by the parties, to which these General Condition of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;
- c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- d) "GCC" Means these General Condition of Contract.
- e) "Government" Means the Government of -----
- f) "Currency" means the Indian National Rupee.
- g) "Member" "case the Bidders consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities:
- h) "Personnel" means person hired by the Bidder as approved by EMPLOYER as employees and assigned to the performance of the service or any part thereof: "foreign Personnel" means such person who to at the time of being so hired had their domicile outside india" and "local Personnel" such person who at the time of being so hired had their domicile inside India;
- i) "Party" Means the Employer of the Bidders, as the case may be, and parties means both of them.
- j) "Services" means the work to be performed by the Bidder Pursuant to this Contract for the purpose of the project:
- k) "Sub-Bidder" means any entity to which the Bidders subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and
- l) "Third Party" means any person or entity other than the Government, the Employer, the Bidders or a Sub-Bidder.
- m) "SC" means the Special Condition of Contract by which the General Condition of Contract may be amended or supplemented

1.2 Relation between Parties

Nothing contained herein shall be construed as establishing a relation of master and

servant or of agent and principal as between the Employer and the Bidders. The Bidders, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Language

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

1.4 Heading

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

1.5 Notices

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

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

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

**Bidder
Employer:**

Secretary
Urban Development & Housing Department Govt of UP
Address:-----
Phone:---

1.6 Location

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

1.7 Authority of Member in charge

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

1.8 Authorized Representative

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 Bidders may be taken or executed by the authorized representative.

1.9 Taxes and Duties

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

II. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effective of Contract

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

2.2 Termination of Contract for Failure to become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than two (2) months written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Service

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

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.8 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date.

2.5 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 statement, representation or promise or agreement set forth herein.

2.6 Modification

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

2.7 Force Majeure

2.7.1 Definition

(a) For the purpose of the Contract, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a party's performance of its obligation hereunder impossible or so impractical as to be reasonably considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or

intentional action of a party or such party's sub Bidder or agents or employees, nor (II) any event which a diligent party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

2.7.2 No Breach of Contract

2.7.3 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

2.7.4 Measures to be Taken

(a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay

(b) A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the event of Force Majeure consequences of any

2.7.5 Extension of Time

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

2.7.6 Payments related to force majeure

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

2.7.7 Consultation

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

2.8 Suspension

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

2.8.1 By the Employer

The Employer may, by not less than thirty (30) days written notice to termination to the Bidders (except in the events listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the

occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.8.1, terminate this Contract:

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

2.8.2 By the Bidder

The Bidders may, by not less than thirty (30) days written notice to Employer, should notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.8.2, terminate this Contract:

- a) if the Employer fails to pay any money due to the Bidders pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Bidders that such payment is overdue;
- b) 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 Bidders may have subsequently approved in writing) following the receipt by the employer of the Bidders notice specifying such breach;
- c) If, as the result of Force Majeure, the Bidder are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) If the Employer fails to comply with any final decision reached as a result of arbitration pursuant Clause 8 hereof

2.8.3 Cessation of Right and Obligation

Upon termination of this Contract pursuant to Clauses 2.2 or 2.8 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 Hereof, (III) the Bidder's obligation to permit inspection, copying and auditing of their account and record set forth in Clause 3.6 (ii) hereof, and (iv) any right which a Party may have under the Applicable Law.

2.8.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Bidders 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 Bidders and equipment and materials furnished by the Employer, the Bidders shall proceed as provided, respectively, by Clauses 3.9 or 3.10 hereof.

2.8.5 Payment upon Termination

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

(I) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination

(II) Reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the effective date of termination; and

2.8.6 Dispute about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause 2.8.1 or in Clause 2.8.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 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.

III. OBLIGATION OF THE BIDDERS

3.1 General

3.1.1 Standard of Performance

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

3.1.2 Law Governing Service

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

3.2 Conflict of Interests

3.2.1 Bidders not to be Benefit from Commissions, Discounts, etc

The remuneration of the Bidders pursuant to Clause 6 hereof shall constitute the Bidders' sole remuneration in connection with this Contract or the Services and the Bidders shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the Discharge

of their obligations hereunder, and the Bidders shall use their best efforts to ensure that any Sub Bidders, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Bidders and Affiliates not to be otherwise interested in project

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

Prohibition of Conflicting Activities

Neither the Bidders nor their Sub Bidders nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

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

3.3 Confidentiality

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

3.4 Liability of the Bidder

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

3.5 Insurance to be taken out by the Bidders

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

3.6 Accounting , Inspection and Auditing

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

3.7 Bidder's Actions requiring Employer's prior Approval

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

- a. appointing such members of the Personnel as are listed in Appendix B;
- b. entering into a subcontract for the performance of any part of the Services, it being

understood (i) that the selection of the Sub Bidder and the terms and conditions of the subcontract shall have been approved in writing by the Employer prior to the execution of the subcontract, and (ii) that the Bidders shall remain fully liable for the performance of the Services by the Sub Bidder and its Personnel pursuant to this Contract;

3.8 Reporting Obligations

The Bidders shall submit to the Employer the reports and documents specified in Appendix A/E hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.9 Documents prepared by the Bidders to be the property of the Employer

All plans, drawings, specifications, designs, reports and other documents prepared by the Bidders in performing the Services shall become and remain the property of the Employer, and the Bidders 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 Bidders may retain a copy of such documents.

3.10 Equipment and Materials furnished by the Employer

Equipment and materials made available to the Bidders by the Employer, or purchased by the Bidders 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 Bidders shall make available to the Employer an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Employer's instructions. While in possession of such equipment and materials, the Bidders, unless otherwise instructed by the Employer in writing, shall insure them in an amount equal to their full replacement value

4. BIDDER'S PERSONNEL

4.1 General

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

4.2 Description of Personnel

- a. The titles, agreed job descriptions, minimum qualification and estimated periods of minimum engagement of the key professionals is to be adhered.
- b. If required to comply with the provisions of Clause 3.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Key personnel is to be increased. The Bidder will have to take into account the requirement of personals and other relevant infrastructure required for timely completion of the project. Based on assessment of required professional, equipments and other infrastructure the Bidder should quote the rates per kilometre
- c. If additional work is required beyond the scope of the Services specified in TOR, the remuneration shall be fixed on mutually agreed terms.

4.3 Approval of Personnel

In respect of Key Personnel, which the Bidders propose to use in the carrying out of the Services, the Bidders shall submit to the Employer for review and approval a copy of their biographical data. If the Employer does not object in writing (stating the

reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Employer.

4.4 Working Hours, Overtimes, Leave, etc

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

4.5 Removal and/ or Replacement of Personnel

- a. Once approved by the Employer changes shall be made in the Key Personnel only If, for any reason beyond the reasonable control of the Bidders, it becomes necessary to replace any of the key Personnel, the Bidders shall forthwith provide as a replacement a person of equivalent or better qualifications.
- b. If the Employer (i) finds that any of the key Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the key Personnel, then the Bidders shall, at the Employer's written request specifying the grounds therefore, forthwith provide as a replacement of the person with qualifications and experience acceptable to the Employer. Any such replacement shall be at risk & cost of the Bidder.

5. OBLIGATION OF THE EMPLOYER

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

- a. assist the Bidders, Sub Bidders and Personnel in arranging work permits and such other documents as shall be necessary to enable the Bidders, Sub Bidders or Personnel to perform the Services
- b. assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;
- c. facilitate clearance through customs of any property required for the Services
- d. issue to officials, agents and representatives of the agency all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

5.1 Access to Land

The Employer warrants that the Bidders shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Employer will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Bidders and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Bidders or any Sub Bidders or the Personnel of either of them.

5.2 Change in the Applicable Law

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

5.3 Services, Facilities and Property of the Employer

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

5.4 Payment

In consideration of the Services performed by the Bidders under this Contract, the Employer

shall make to the Bidders such payments and in such manner as is provided by Clause 6 of this Contract.

6. PAYMENT OF BIDDER

6.1 The payment shall be made as per clause 5 mentioned in TOR

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

6.3 mode of Billing and Payment Billing and Payment of the services shall be made as specified in the ToR

- a. No payment shall become eligible for the next stage till the Bidder completes to the satisfaction of the Employer the work pertaining to the preceding stage.
- b. The Employer shall cause the payment of the Bidders in Para 6.4 (b) above as given in schedule of payment within thirty (30) days after the receipt by the Employer of bills
- c. The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Bidders and approved as satisfactory by the Employer. The Services shall be deemed completed and finally accepted by the Employer and the final report and final statement shall be deemed approved by the Employer as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Employer unless the Employer, within such ninety (90) day period, gives written notice to the Bidders specifying in detail deficiencies in the Services, the final report or final statement. The Bidders shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Employer has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Bidders to the Employer within thirty (30) days after receipt by the Bidders of notice thereof. Any such claim by the Employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the Employer in accordance with the above

7. RESPONSIBILITY FOR ACCURACY OF PROJECT DOCUMENTS

7.1 General

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

7.2 Retention Money

An amount equivalent to 10% of the contract value shall be retained at the end of the contract in the form of performance BG and the same will be released after the completion of civil contract works.

7.3 Penalty

In case of delay in completion of services, a penalty equal to 0.05% of the contract price per day subject to a maximum 10% of the contract value will be imposed and shall be recovered from payments due / performance security. However in case of delay due to reasons beyond the control of the Bidder, suitable extension of time will be granted.

7.4 Action for Deficiency in Services

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

7.4.1 Bidders Liability towards the Employer

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

7.4.2 Warning / Debarring

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

8. SETTLEMENTS OF DISPUTIES

8.1 Amicable Settlement

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

8.2 Dispute Settlement

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

8.3 Fairness and Good Faith

8.4 Good Faith

The parties undertake to act in god faith with respect to each other's rights under this contracts and to adopt all reasonable measures to ensure the realization of the objective of this contract

8.4.1 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 acti on 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 8 hereof.

Section -7 - SPECIAL CONDITION OF CONTRACT

Section - 7 SPECIAL CONDITION OF CONTRACT

Number of GC Clauses

A. Amendments of , and supplements to, Clauses in the General Conditions

1.6.1 The addresses are

For the Client: **Principal Secretary**
Urban Development Department, Govt of UP
Address---

For the Bidder:

Attention

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

7.2 Deleted

7.3 Deleted

9.3 Place for Arbitration and Settlement of will be at Lucknow. The court of jurisdiction will be in Lucknow.

FORM OF BANK GUARANTEE

Ref: _____ Bank _____
 Guarantee: Date: _____

To,

**Director
 State Urban Development Agency
 Urban Development Department
 Govt. of Uttarpradesh**

Dear Sir / Madam,

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

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

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

or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

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

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

Dated this -----day of -----2016 at

WITNESS

(Signature)

(Signature)

Request for Proposal (RFP) for Preparation of Housing for All Plan of Action, Detail Project Report and PMC for 635 ULBs of Uttar Pradesh

(Name) -----

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

Attorney No.-----

Dated -----

Strike out whichever is not applicable.

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

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

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