

Office of the
State Urban Development Agency
'ILGUS BHAWAN', HC Block, Sector III, Bidhannagar, Kolkata – 700106
Email: wbsudadir@gmail.com

Memo No. SUDA-213/2015/1841

Date 03/11/2016

NOTICE INVITING PROPOSAL FOR SETTING UP STATE LEVEL TECHNICAL CELL UNDER PMAY – HFA (U) THROUGH e-TENDER

Tender Reference No: WBMAD/SUDA/DIR/NIT-07 (e)/2016-17

The Director, for and on behalf of the State Urban Development Agency (SUDA), Municipal Affairs Department, Government of West Bengal invites proposal for setting up a specialized State Level Technical Cell (SLTC) under Pradhan Mantri Awas Yojana - Housing for All (Urban) [PMAY – HFA (U)] from interested and reputed Agencies / Consulting Firms having experience and acumen in such work as noted below in the eligibility as depicted hereunder for participating in the Bid.

1	Name of the Work	Setting up a State Level Technical Cell (SLTC) under Pradhan Mantri Awas Yojana - Housing for All (Urban) [PMAY – HFA (U)] in West Bengal
2	Location of the work	Kolkata (encompassing 125 ULBs across the State)
3	Eligibility to participate in the Bid	Proposal may be submitted by interested bidders as a single entity or a group of entities (“Bidding Consortium”) . AND The Entity / Bidder must be a company as specified in Companies Act, 1956 /a society registered under The Societies Registration Act, 1860 / a trust registered under the Indian Trusts Act, 1882 / a company as specified in section 25 of Companies Act, 1956/a Partnership Firm registered under the Indian Partnership Act 1932/a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008/ research institutions /educational institutions /universities etc. the time period elapsed from commencement of business should be at least five years as on 1st April 2016. In case of a consortium the number of years from commencement will have to be met by the Lead Bidder. AND

		<p>In the last 5 years, the bidders should have handled similar types of projects in the Urban Sector, preferably in West Bengal. Out of these similar types of projects furnished, bidders should ensure at least 60% of the projects have been handled by the lead bidder, in case of consortium.</p> <p>AND</p> <p>Having sufficient qualified technical personnel with sound knowledge and experience in their relative fields.</p> <p>AND</p> <p>Average Annual Turnover of the bidder (Refer Annexure A No. II) over the last three financial years (2013-14, 2014-15 and 2015- 16) should be at least Rs. 10 crore. In case of a consortium the aggregate financials of all its members should be at least Rs. 20 crore and at least Rs. 10 crore should be reflected by the Lead Bidder.</p> <p>Note : Similar types of projects cover the following</p> <ol style="list-style-type: none"> a) Preparation of GIS data Base b) Preparation of city development plans, city sanitation plans, slum redevelopment models and slum redevelopment strategies. c) Preparation of DPRs for housing, environmental and social infrastructure. d) Participatory poverty assessment and projects related to community mobilization and community involvement. e) Preparation of Housing For All Plan of Action (HFAPoA) and Annual Implementation Plan (AIP) f) Application of geo tagging in connection with field level implementation monitoring
4	Documents to be produced in support of Credentials for Bid submission	<p>Following documents shall have to be furnished in two separate covers:</p> <p>1. Technical Proposal</p> <ol style="list-style-type: none"> a. covering letter (Refer Annexure A) b. Average Annual Turnover of the bidder over the last three financial years (2013-14, 2014-15 and 2015-16) certified by a practicing Chartered Accountant (Refer Annexure A No. II) c. Statement of Legal Capacity (Refer the “SLC” in Annexure A No. III) d. Details about the Bidder Agency (Refer “Structure and Organization” in Annexure A No. IV) <ul style="list-style-type: none"> ➤ Lead Agency in case of consortium (Annexure IV A) ➤ Details about each of the consortium partners (Annexure IV B)

		<p>e. Company Certificates like i) Certificate of incorporation highlighting registration details along with the composition of Board of directors and ii) Service Tax Registration No., PAN No. and TAN No (Please refer Table-1 of “Non Statutory Folder” of Section A). IT return for last three years. EPF and ESI registration Certificates.</p> <p>f. Statement of any Indictment: The Bidders should not be under active prosecution for criminal offence, litigation, court receivership or similar proceedings</p> <ul style="list-style-type: none"> - It may please be noted that non-provision of this declaration in this proposal will lead to rejection of the same. - Declaration that the Bidder or any of its staff had not been at any point of time blacklisted by any Government or its agencies or court of law or any other organization (Please refer Annexure A No. V) - Brief of court / legal cases pending, if any. <p>g. Brief write up on understanding of the Terms of Reference (ToR) including Approach & Methodology, work plan, manpower planning etc (write-up should not exceed 500 words)</p> <p>h. Work Completion Certificates/ Work Orders / Payment Certificates / Contracts issued by competent authority</p> <p>i. Project experience in last 5 years (Refer Annexure A No. VI).</p> <p>j. Detailed project experience in last 5 years (Refer Annexure B).</p> <p>k. Detailed CV of all the proposed specialists</p> <p>l. Letter of Association from Consortium partner / individual specialists (Refer Annexure B No. II & B No. III).</p> <p>2. Financial Proposal</p> <p>a. Financial Proposal Submission Form (Refer Annexure C).</p> <p>b. BOQ.</p> <p>Note: All documents in original shall have to be produced in due course of time as & when asked by State Urban Development Authority</p>
5	Earnest Money Deposit	<p>Bidders shall have to deposit an earnest money of Rs.50,000/-(Rupees Fifty Thousand only) in the form of a Banker Cheque / Demand Draft obtained in favour of “Director, State Urban Development Agency”, from any scheduled commercial bank at Kolkata.</p> <p>Bidders are NOT required to submit the original Banker Cheque / Demand Draft during the time of bid submission.</p>

		<p>Instead, bidders are ONLY required to upload a scanned copy of the original Banker Cheque / Demand Draft in the statutory cover of their bid document (Refer Section - A Instruction to Bidder for further details)</p> <p>The successful bidders shall be required to submit the Original Banker Cheque / Demand Draft within 7 days of online publication of name of the successful bidders.</p> <p>Successful bidders MUST ensure that the original Banker Cheque / Demand Draft towards Earnest Money Deposit (EMD) should be sent ONLY by hand delivery to Director, State Urban Development Agency, ILGUS Bhawan, HC Block, Sector-III, Salt Lake City, Kolkata – 700 106. Upon receipt of EMD, receipt of acknowledgement shall be issued from the office of SUDA and the bidders may be required to furnish the acknowledgement receipt before SUDA returns that EMD to the bidder(s). Bidders must ensure that original Banker Cheque / Demand Draft is received by SUDA office before the date stipulated.</p> <p>Note : If any bidder is exempted from payment of EMD, scanned copy of original EMD exemption document needs to be uploaded, at the time of on-line submission and also submitted when called for.</p>
6	Refund of Earnest Money	The EMD is interest free and will be refundable to the bidders. The EMD of successful bidder would be returned upon receipt of Performance Bank Guarantee @ 10% of contract value along with the declaration to be submitted.
7	Cost Price of Bid Document	NIL
8	Taxes	Consultant shall fully familiarize themselves about the applicability of Domestic taxes (such as value added or sales tax, service tax or income taxes, duties, fees, levies) on amounts payable by the Employer under the Contract. All such taxes must be included by the consultant in the financial proposal.
9	Currency	Consultant shall express the price of their assignment/job in Indian Rupees.
10	Tender Schedule	
Sl No.	Particulars	Date and Time
A.	Date of uploading of Bid Document and Tender Documents (Online Publishing Date)	03.11.2016
B.	Documents download/start date (Online)	04.11.2016
C.	Last date for online submission of queries for pre-bid meeting	10.11.2016

D.	Date and time of Pre-bid meeting with the intending bidders in the office of the State Urban Development Agency, ILGUS Bhawan, HC Block, Sector III, Bidhannagar, Kolkata - 700106	15.11.2016 at 3.00 P.M.
E.	Bid submission starting (On line)	04.11.2016
F.	Bid Submission closing (On line)	23.11.2016 on 2.00 P.M.
G.	Bid opening date for Technical Proposals (On line)	23.11.2016 at 3.00 P.M.
H.	Date of uploading list for Technically Qualified Bidders (online)	28.11.2016
I.	Date of Opening of Financial Proposal (On line)	To be notified during uploading of Technical Qualified Bidders
J.	Date of uploading of list of bidders along with the financial quotes (On line)	Within 48 (Forty Eight) hours after opening of Financial proposal

11	Duration of Contract	The tenure of such contract will be for an initial period of two years from the date of award of contract, which may be renewed subject to performance and availability of funding.
12	General Information	<p>SUDA has decided to engage an agency to establish a State Level Technical Cell (SLTC) which shall primarily be responsible for but not be limited to handholding with SUDA (SLNA), MED (Technical Support Agency) and ULBs (Implementing Agencies) in preparation of HFAPoA, AIP, DPR (vertical wise), geo tagging; reforms implementation; uploading, authentication and management of beneficiary details and attachment in GoI portal ('BHUBAN'), monitoring preparation of regular reports and returns along with geo-tagging through mobile apps & presentation / uploading the same as per guideline and other allied miscellaneous tasks as assigned from time to time.</p> <p>An advertisement has been published in selected newspapers inviting proposal for setting up a State Level Technical Cell (SLTC) in West Bengal, a copy of which is enclosed as Annexure D.</p> <p><i>Bidders are expected to mobilize a competent team comprising of following 8 Specialist positions to set up a State Level Technical Cell (SLTC):</i></p> <ol style="list-style-type: none"> 1. Building Technology Specialist 2. Town Planning Specialist / Urban Planner 3. Housing Finance & Policy Specialist 4. Municipal / Civil Engineer 5. PPP Specialist 6. Urban Infrastructure Specialist

		<p>7. MIS Specialist 8. Procurement Specialist</p> <p>For all the positions, those with prior experience of working with Urban Local Bodies in West Bengal and those with basic ability to communicate in Bengali shall be preferred.</p>
13	Bid Document	<p>A complete proposal document consists of 2 parts. These are:</p> <p>1. Part-I containing : Section A: Instruction To The Bidders Section B: Description of the Project Section C: Conditions and requirements for bidding Section D: Definitions and Interpretations</p> <p>AND</p> <p>2. Part-II containing list of documents and credentials possessed by applying agency to be provided namely:</p> <p>Annexure A</p> <ol style="list-style-type: none"> i. Qualification Application ii. Financial Statement iii. Statement of Legal Capacity iv. Structure and Organization v. Statement of any Indictment vi. Project experience in last five years <p>Annexure B Detailed project experience in the last 5 years Letter of Association from individual specialists / consortium partners</p> <p>Annexure C Financial Proposal submission form</p> <p>Annexure D Press Advertisement inviting proposal</p>
14	Bid Evaluation	<p>The bid will be accepted in two part system: Technical and Financial.</p> <p>Bid will be evaluated through a QCBS method with 80:20 ratio in Technical and Financial score. The technical score will be made within a total of 100 points and 80% weightage will be given to it. The financial scoring will be made with the following formulae: FS= (20 x L1)/F where FS is the financial score of the bidder with quote F and L1 is the least financial quote.</p> <p>Final determining score will be calculated as follows:</p>

		S=(80% of TS)+FS, where S is the total score, TS is the technical score within 100 points of evaluation and FS is the financial score calculated as described above.
15	Validity of Bid	120 days from the date of submission
16	Withdrawal of Bid	A Bid once submitted shall not be withdrawn within the validity period.
17	Acceptance of Bid	State Urban Development Agency (SUDA), reserves the right to accept or reject any or all proposals without assigning any reason thereto. SUDA reserves the right to withdraw from the process or any part thereof, to accept or reject any/ all offer(s) at any stage of the process and/or modify the process or any part thereof or to amend any terms without assigning any reasons. Since this is an e-tendering process, all the required documents are to be submitted through online only . SUDA shall not entertain any other mode of submission (post/courier/fax etc.) of proposal other than e-tender mode.
18	Intimation	The qualified Bidders will be notified through email of the acceptance of their Bid. If at any time during the evaluation process, SUDA requires any clarification, they reserve the right to request such information from any or all of the agencies and the agencies will be obliged to provide the same within a reasonable timeframe. SUDA may also call for a presentation on the proposal from any or all of the Bidders who have submitted their proposals.
19	Influence	Any attempt to exercise undue influence in the matter of acceptance of Bid is strictly prohibited and any Bidder who resorts to this will render their Bid liable to rejection.
20	Name and address of the Tender Inviting Authority	Director, State Urban Development Agency, ILGUS Bhawan, HC Block, Sector III, Bidhannagar, Kolkata - 700106
21	Substitution of Specialists	No change or substitutions may be made to any of the team members without prior written consent of SUDA. Replacement of the personnel will only be considered under exceptional circumstances (e.g.: death, prolonged illness) and such substitutes will need to satisfy the same or higher qualification and experience criteria. In case of substitution of a person, SUDA reserves the right to interview the person proposed to be provided as replacement.
22	Execution of Work	Bidders are liable to execute the service as mentioned in "Terms of Reference" in Section-B
23	Evaluation	Opening of Bid: - Proposals will be opened by SUDA electronically from the website using Digital Signature Certificate. Cover (folder) of statutory documents shall be opened first and if found in order, cover (Folder) for non-statutory documents will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.

		<p>Decrypted (transformed into readable formats) documents of the non-statutory cover will be downloaded and handed over to the Proposal Evaluation Committee.</p> <p>Scrutiny of proposal, evaluation of the same and recommendation thereafter will be made by SUDA.</p> <p>Details of scoring criteria have been enclosed as Annexure E.</p>
24	Disqualification	<p>A proposal that has been found to be incomplete in content or attachments or authenticity shall not be considered for the purpose of qualification. If any information (false/ unacceptable) is received by SUDA after the Bidder has been qualified to receive the Request for Proposal, SUDA reserves the right to reject the Bidder at that time or at any time after such information becomes known. The bidders not satisfying the requisite qualification criteria specified in the above sections are not eligible.</p>
25	Negotiations	<p>Negotiations may be held at the date, time and address intimated to the qualified and selected bidder. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and enter into a Contract.</p>
26	Award of Contract	<p>After completing negotiations SUDA shall issue a Letter of Intent to the selected Consultant and promptly notify all other Consultants who have submitted proposals about the decision taken.</p> <p>The consultant/(s) will sign the contract after fulfilling all the formalities/pre-conditions, within 15 days of issuance of the letter of intent.</p> <p>The Consultant is expected to commence the Assignment/job on the date and at the location as mutually agreed upon.</p>
27	Special Terms and conditions	<p>This notice constitutes no form of commitment on the part of the SUDA other than to provide further information on the specific tasks to be undertaken as part of the proposal. Furthermore, this notice confers neither the right nor an expectation on any party to participate in the proposed process. Mere submission of proposal shall not entitle the participant for being shortlisted.</p> <p>Bidders may only submit one proposal. If a bidder submits or participates in more than one proposal, all such proposal shall be disqualified.</p> <p>SUDA will not normally consider any request of the Bidder for substitution of the specialists after signing of the</p>

		<p>Consultancy Agreement. No change or substitutions may be made to the team without prior written consent of the SUDA. Replacement of personnel will only be considered under exceptional circumstances (e.g.: death, prolonged illness etc.) and will be subject to prior approval by SUDA.</p> <p>The Bidder shall bear all costs associated with the preparation and submission of the proposal. SUDA shall not, under any circumstances, be responsible or liable for any such costs, whether direct, incidental or consequential.</p> <p>Only the courts at Kolkata (with exclusion of all other courts) shall have the jurisdiction to decide or adjudicate on any matter, which may arise out of or in connection with the bidding procedure.</p> <p>Intending bidder may download the tender document from the website http://etender.wb.nic.in directly by the help of Digital Signature Certificate as necessary through e-Filling. Scanned copy of credentials to be submitted, details of which have been narrated in Section A under “Instruction to Bidders”. Technical Bid & Financial Bid both will have to be submitted concurrently duly digitally signed in the website http://etender.wb.nic.in as per Tender Schedule. Prospective Bidders are advised to note carefully the minimum qualification criteria as mentioned in ‘Instructions to Bidders’ before bidding.</p> <p>At any stage of bid process and before issuance of the work order, the bid inviting authority may verify the credential and other documents with the original of the lowest bidder if found necessary. After verification, if it is found that such documents submitted by the lowest bidder is false or misleading; in that case, Work Order will not be issued in favor of the bidder under any circumstances and if issued it will be withdrawn with necessary consequences under law.</p> <p>Where an individual person holds a digital certificate in his own name duly issued to him against the company or the firm of which he happens to be a director or partner, such individual person shall, while uploading any tender for and on behalf of such company or firm, invariably upload a copy of registered power of attorney showing clear authorization in his favor, by the rest of the directors of such company or the partners of such firm, to upload such tender.</p> <p>Bidder would be at liberty to point out any ambiguities, contradictions, omissions etc. seeking clarifications thereof or interpretation of any of the conditions of the Tender documents before the Tender Inviting Authority in writing 24 hours prior to</p>
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		<p>Pre Bid Meeting, beyond such period no representation in that behalf will be entertained by the bid Inviting Authority. No further clarifications will be entertained from the bidders after the completion of pre-bid meeting.</p> <p>The Bid Inviting Authority reserves the right to have pre Bid meeting with the intending Bidders if deemed necessary depending upon the nature of clarifications sought from Bidders within stipulated deadline.</p>
28	Confidentiality	<p>Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.</p>

DIRECTOR
STATE URBAN DEVELOPMENT AGENCY

SECTION – A
INSTRUCTIONS TO BIDDERS

I. General Guidance for e-tendering

Instructions/ guidelines for bidders for electronic submission of the proposals have been enclosed for assisting them to participate in e-tendering.

II. Registration of Bidder

Any bidder willing to take part in the process of e-tendering will have to be enrolled and registered with the Government e-procurement system, through logging on to <https://etender.wb.nic.in>. The bidder is to click on the link for e-tendering site as given on the web portal.

III. Digital Signature Certificate (DSC)

Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the service provider of the National Informatics Centre (NIC) or any other bonafide service provider on payment of requisite amount. Details are available at the Website stated in Clause II of Instructions to Bidders. DSC is given as a USB e-Token.

IV. The consulting firms/agencies can search and download the Tender Documents electronically from computer by logging on to the website mentioned in Clause-II above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

V. Submission of Proposal

Proposals are to be submitted through online to the website stated in Clause II in one folder at a time before the prescribed date and time using the Digital Signature Certificate (DSC).The documents to be uploaded should be virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

The proposal should contain scanned copies of the following further two covers (sub folders):

A. Statutory Cover Containing

1. Prequalification Document

- i. Qualification Application (Annexure A)

2. Technical Document (To be filled, scanned and uploaded as multiple page scanned file)

- i. Financial Statement (Annexure A No. II)

- ii. Statement of Legal Capacity (Annexure A No. III)
- iii. Details about the Bidder(Annexure A No. IV)

NOTE: Bidders must ensure that the Email id provided in the Registered Office Address is the same with which they have registered at the e-procurement portal (<http://etender.wb.nic.in>).

- iv. Statement of Any Indictment (Annexure A No. V)

Note: The bidder should not be under active prosecution for criminal offence, liquidation, court receivership or similar proceedings. It may please be noted that non provision of this declaration in this Bid **will lead to rejection** of the same.

- Declaration that the Bidder or any of its / their staff had not been at any point of time **blacklisted** by any Government or its agencies or court of law or any other organization
 - Brief of **court / legal cases** pending, if any.
- v. Project Experience in last five years (see the format in Annexure A No. VI)

B. Non-Statutory Cover Containing / My Space

1. Certificates: Service Tax Registration No., PAN No. and TAN No., Income Tax returns for last three years, EPF and ESI registration numbers (**Scanned copies to be provided**)

2. Organisation Details: Registration details along with the composition of Board of Directors or details of lead partner or governing authority or trust as the case may be. It is to be noted that depending upon the legal nature of the bidder, the corresponding documents need to be submitted.

3. Credentials: Details of work experience in the last 5 years as per table provided in Annexure B No. I along with documentary evidence.

Note:

- a. Bidders are required to give details of only those projects which have been mentioned in Annexure A-No VI: Project Experience in the last five years
- b. Bidders **MUST** ensure that **name and sequence of projects remains the same** as given in Annexure A VI: Project Experience in the last five years.
- c. **Bidders must ensure that page limit is restricted to maximum of one (1) page per project.**

4. Brief write up on understanding of the Terms of Reference (ToR).

Note: The write up should be concise and must **not exceed more than 500 words**.

3) Detailed Project experience in last 5 years (Annexure B)

4) Letter of Association (Annexure B II & B III)

Intending Bidders should upload above documents as per following folders in My Document

NOTE: Bidder must ensure that they upload documents in black and white & resolution (DPI) of the scanned document should not exceed 300.

Table 1: List of Documents to be uploaded in My Documents (Non-Statutory Folder)

e-Tendering System of Government of West Bengal			
Bidder Document Sub Category Master			
Sl. No.	Category Name	Sub Category Name	Sub Category Description
A.	CERTIFICATES [Every folder corresponds to one single file (multiple page scanned file) and the file size should not be more than 1 MB]	A1. CERTIFICATES	1. Service Tax Registration No. 2. PAN No. and TAN No. 3. Income Tax return for last three years. 4. EPF and ESI registration.
B.	COMPANYDETAILS [Every folder corresponds to one single file (multiple page scanned file) and the file size should not be more than 1 MB]	B1.COMPANY DETAILS 1	1. Certificates of incorporation and commencement of business highlighting registration details as is applicable to the legal status of the bidder 2. Composition of Board of Directors or details of lead partner or governing authority or trust as the case may be, as is applicable to the legal status of the bidder
C.	CREDENTIAL [Every folder corresponds to	C1. CREDENTIAL 1	1. Project Experience in last 5 years (Please refer Annexure B. No. I) 2. Letter of Association (Annexure B II & B III)

	one single file (multiple page scanned file) and the file size should not be more than 1 MB]	C1. CREDENTIAL 2	1. Work Completion Certificates or Work Order or Contract issued by competent authority for the projects mentioned. [For completed projects, provide payment certificate in case work completion certificate is not available]
D.	DECLARATION	DECLARATION 1 Write up on Understanding Terms of R(Not exceeding 500 words)	1. Brief write up on understanding of the Terms of Reference (ToR)

Note: - Failure of submission of any of the above mentioned documents will render the tender liable to summarily rejected.

All Corrigendum & Addendum Notices, if any, have to be digitally signed & uploaded by the contractor in the Declaration Folder of My Documents.

VI. Qualification Criteria

The Bidders must meet the following criteria:

A. General Criteria:

The interested firm should meet the following eligibility/pre-qualification criteria for submitting their proposals.

The bidders can be a:

Company as registered under Companies Act, 1956

Or

Society as specified in Societies Registration Act, 1860

Or

Trust as registered under Indian Trusts Act, 1882

Or

Company as specified in section 25 of Companies Act, 1956

Or

Partnership Firm registered under the Indian Partnership Act 1932

Or

Limited Liability Partnership registered under 'The Limited Liability Partnership Act 2008

The time period elapsed from commencement of business should be at least 10 years as on 1st April 2016.

B. Technical Criteria :

In the last 5 years the Bidders should have handled similar types of projects in the following areas:

1. PMC/PMU in large Urban Infrastructure/housing projects with Central/State Government
2. Experience in preparation / implementation of HFPOA, AIP, DPR, Geo tagging
3. Reforms implementation.

C. Financial Criteria:

Average Annual Turnover of the bidder (Refer Annexure A No. II) over the last three financial years (2013-14, 2014-15 and 2015-16) should be **at least Rs. 10 crore.**

Average Annual Turnover will have to be certified by a Chartered Accountant (Please refer Annexure A No. II).

VII. Evaluation of Bid

Opening of Bid

- Proposals will be opened electronically from the website using Digital Signature Certificate.
- Decrypted (transformed in to readable formats) documents will be downloaded and handed over to the officials for evaluation.

Evaluation:

- Cover (sub-folder) of statutory documents shall be opened first and if found in order, cover (Folder) for non-statutory documents will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.
- Scrutiny of proposal and recommendation thereafter will be made by the SLSC.

Uploading of summary list of technically qualified bidders-

- Pursuant to scrutiny and decision of the evaluation committee, the summary list of eligible bidders will be uploaded in the web portals.
- During the process of evaluation, the committee may summon the bidders and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these are not produced within the stipulated time frame, their proposals will be liable for rejection.
- Any document found to be incomplete in content or attachments or authenticity shall not be considered for the purpose of qualification.

- If any information (false/ un acceptable) is received by SLSC after the Bidder has been qualified to receive the Request for Proposal, the SLSC reserves the right to reject the Bidder at that time or at any time after such information becomes known to SLSC.

Bidders not satisfying the requisite qualification criteria specified in the above sections are not eligible.

DIRECTOR
STATE URBAN DEVELOPMENT AGENCY

Section B

Terms of Reference

INTRODUCTION

This Mission was launched on 17.06.2015 by Ministry of Housing & Urban Poverty Alleviation (MoHUPA), Government of India for the Mission period 2015 – 2022.

The programme has been envisaged to be implemented through four verticals viz. 'In-situ' slum redevelopment, Affordable Housing through Credit Linked Subsidy, Affordable Housing in Partnership, Subsidy for beneficiary led individual house construction.

In West Bengal, all 125 Urban Local Bodies have been considered for coverage under this programme. State Urban Development Agency (SUDA), will be the Nodal Agency for overseeing implementation of this time bound programme with Director, SUDA as the State Mission Director.

In West Bengal, the fourth vertical viz. Subsidy for beneficiary led individual house construction, is currently the most preferred option for implementation of the programme. Assistance is being given to eligible families either to construct new houses or enhancement of existing houses. Such families may avail of Central Assistance of upto Rs. 1.50 lakh for construction of new houses or enhancement of existing houses under the programme provided their names have been included in HFAPoA and are able to provide proper documentation on land ownership.

OBJECTIVE

Under this programme, Central Government is providing Central Assistance for providing houses to all eligible beneficiaries by 2022.

SCOPE OF THE WORK

The State is required to set up a State Level Technical Cell (SLTC) under the State Level Nodal Agency (SLNA). The selected Agency will be responsible for deploying the complete set of Technical Experts required at the SLTC in Kolkata. It will primarily be responsible for providing strategic, operational, implementation and monitoring support as an extended arm of the SLNA for efficient transfer of knowledge and resources under the scheme.

The bidders are requested to go through the guidelines issued by the Ministry of Housing and Urban Poverty Alleviation to get clear idea about the scope of work of the SLTC.

SUDA will provide office space and furniture, telephone and net connectivity facilities.

TIME FRAME

The initial period of contract will be for a period of one year, to be renewed based on performance and availability of funding.

TEAM COMPOSITION

The selected Agency will be responsible for deploying the complete set of Technical Experts required at the SLTC in Kolkata.

The Technical Experts will be dedicated full time staff and will be stationed at the designated office. All reporting and monitoring aspects of the Technical Experts will be under the control and supervision of the State Mission Director.

Details of the technical team is enclosed herewith:

Sl. No.	Position	No. of experts	Qualifications	Experience	Remarks
1	Building Technology Specialist	1	Post Graduate Degree in Engineering with specialization in Structural Engineering / Graduate degree in Civil Engineering	1. At least 5 / 7 years in design and supervision of multi storeyed building with frame structure works 2. Experience in implementing new technologies in Housing sector	1. Ability to assist ULBs to set standards and procedures for ensuring quality and monitoring compliances 2. Prior experience as Municipal Engineer will be an added advantage
2	Town Planning Specialist / Urban Planner	1	Masters Degree in Urban Planning or Regional Planning or Architecture Management	5 - 7 years in managerial position in working with large scale / affordable housing / slum development projects / programmes & Urban Reforms for State & ULBs	
3	Housing Finance & Policy Specialist	1	Post Graduate / Graduate Degree in Finance from recognised University	1. 5 / 7 years in housing finance sector & Banking and Housing policy 2. Working with State Government to examine and develop a range of options for financing housing projects 3. Experience in training ULB staff on Municipal Finance, project finance and resource mobilisation 4. In promoting dialogue between all stakeholders involved in Housing Finance sector at State level 5. Identifying and quantifying potential capital, financing sources for Housing Finance in the country	

Sl. No.	Position	No. of experts	Qualifications	Experience	Remarks
4	Municipal / Civil Engineer	1	Post Graduate Degree in Civil Engineering with specialization in Public Health Engineering / Graduate degree in Civil Engineering	1. 5 / 7 years experience in design, supervision and procurement of Housing and Infrastructure works 2. Experience in implementing new technologies in Housing sector	1. Ability to assist ULBs to set standards and procedures for ensuring quality and monitoring compliances 2. Prior experience as Municipal Engineer will be an added advantage
5	PPP Specialist	1	Post Graduate in Business Administration	5 - 7 years professional experience in developing and managing in PPP mode, in formulation of PPP projects (including relevant concession agreements, due diligence processes, value for money audits, Public Sector Comperator etc), in preparing project agreements, Tender process, detailed Legal and Contractual Agreements, Risk Management and contingent liability issues and financial analysis of complex project proposal with respect to PPP projects	
6	Urban Infrastructure Specialist	1	Post Graduate / Graduate Degree in Engineering from recognised University	1. 5 / 7 years experience in designing and managing Municipal Infrastructure projects 2. Broad range of experience in urban infrastructure and strong background in Public Housing sector and Public Health Engineering specially in Water Supply and Sanitation	Familiar with the rules and procedures of the Urban Local Government
7	MIS Specialist	1	Post Graduate Degree in Computer Science / MCA	5 -7 years experience in Government / semi Government / autonomous organisations / reputed private company with exposure to software development and Project Management, Database Management, MIS etc	Ability to work in a team and train staff to use the systems
8	Procurement Specialist	1	Post Graduate / Graduate Degree in Accounting , Finance, Business Administration, Economics, Project Management, Law	5 / 7 years experience in managing procurement programmes / activities in Public / Private sector	Knowledge in State Government rule and procedure in procurement practices, working in Local Government would be an added advantage
Note: Fluency in local language will be an added advantage.					

REPORTING REQUIREMENTS

1. The SLTC will report the progress of the project against pre-determined bench marked metrics periodically.
2. The progress report should contain technological inputs to improve quality, to remove bottlenecks and also to suggest catch up plans for projects falling behind schedule, if any.
3. The SLTC should develop a routine and exception reporting MIS structure scheduled in alignment with project reporting requirements
4. Apart from these the SLTC should prepare reports as required under the overall guidelines of the project as set by SUDA (SLNA) from time to time and assist the SLNA in decision making with Decision Support Structure reports.
5. SLTC will also monitor mandatory reforms progress timeline and liaise with concerned Departments viz. MA, UD, LA & LR from time to time.

TIME SCHEDULE FOR DELIVERABLES

Time schedule for deliverables will be need based and as laid down in the Contract.

PAYMENT SCHEDULE

Payment will be made on monthly basis on raising invoices by the agency concerned after end of each completed month of operation of the SLTC.

DIRECTOR
STATE URBAN DEVELOPMENT AGENCY

SECTION - C

CONDITIONS AND REQUIREMENTS FOR BIDDING

1. Any clarifications sought may be done in Pre-Bid meeting and thereafter incorporation / modification will be subject to discretion of Tender Inviting Authority.
2. Submission of Bid document will not be allowed beyond the schedule time indicated in the Tender document.
3. Any conditional Bid will be liable for rejection.
4. SUDA reserves the right to reserve or amend the Bid documents prior to the date notified for submission of the Bid or also to extend the time mentioned in the NIT under intimation to the bidders.
5. Bids, which have been considered valid on the result of general examination (Prequalification stage) at the time of opening, shall be subjected to subsequent detail scrutiny. Notwithstanding the general examination carried out earlier, the Bid Inviting authority reserves the right of rejection of any Bid, which may be found to be defective during the detail scrutiny.
6. SUDA reserves the right to accept or reject any or all of the Bids received or to relax any clause without assigning any reason thereof.

DIRECTOR
STATE URBAN DEVELOPMENT AGENCY

SECTION - D

DEFINITIONS AND INTERPRETATIONS

In the Tender, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

- a) "Turnover" = Gross receipts derived from services - non- operating receipts, such as dividends and interest income, etc.

DIRECTOR
STATE URBAN DEVELOPMENT AGENCY

Annexure – A

I. Qualification Application

(To be written on the letterhead of the Applicant)

From:

.....

.....

To

The Director,
State Urban Development Agency (SUDA), ILGUS Bhawan, HC Block,
Sector III, Salt Lake City, Kolkata - 700106,
West Bengal, India.

Subject: Submission of proposal for setting up State Level Technical Cell under PMAY – HFA (U)

Sir,

This is with reference to the tender dated 2016 inviting proposal to set up State Level Technical Cell (SLTC) under PMAY – HFA (U). As specified in the Tender notice, having examined the Statutory, Non statutory documents, I /we hereby submit all the necessary information and relevant documents for evaluation. The application is made by me / us on behalf of ----- in the capacity -----
----- duly authorized to submit the proposal. We believe that we satisfy the eligibility criteria set out in relevant sections of the proposal document.

We propose to submit our proposal as _____ (insert full name of Applying Agency).

We declare that we have not been convicted by a Court of law or indicted or adverse orders passed by a regulatory authority against us which would adversely impact our ability to manage the project if awarded or which relates to a grave offence that outrages the moral sense of the community.

We also declare that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our sister concerns .

We further declare that no investigation by a regulatory authority is pending either against us or against our sister concerns or against our CEO or any of our Directors/Managers/employees.

We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct and complete. I/We have furnished all information and details necessary for the proposal and have no further pertinent information to supply.

We understand that:

(a) Tender Inviting Authority/SLSC can amend / modify the scope of this project.

(b) Tender Inviting Authority/SLSC can reject any or all bids without assigning any reason. And also withdraw or cancel the bid process at any stage without any liability of whatsoever nature therefore.

I / We shall be glad to receive further communication on the subject.

Yours faithfully,

Enclosure: e-filing:-

1. Statutory Document

Authorized Signatory

2. Non-Statutory Document

Date of Submission

Signature of applying agency including title and capacity in which application is made.

II. Financial Statement

1. Name of Applying Agency:

2. Summary of Turnover on the basis of the audited financial statement of the last three financial years.

	2013-14 (Rs. In Lakh)	2014-15 (Rs. In Lakh)	2015-16 (Rs. In Lakh)
Annual Turnover			

Average Annual Turnover is XXXX (Rs in Lakh)

Signed by a Practicing Chartered
Accountant

Name:

Membership

No.:

Name of the Firm
with Seal

Date _____

Note: This form is required to be certified by a practicing Chartered Accountant

III. Statement of Legal Capacity

(To be forwarded on the letterhead of the entity submitting the Proposal)

Reference No. -----

Date: -----

To,
The Director,
State Urban Development Agency (SUDA)
ILGUS Bhawan, HC Block, Sector III, Salt Lake City,
Kolkata - 700106,
West Bengal, India.

Sub: Submission of proposal to set up State Level Technical Cell (SLTC) under PMAY – HFA (U)

Sir,

This is with reference to the advertisement dated2016 inviting proposal to set up State Level Technical Cell (SLTC) under PMAY – HFA (U).

We have read and understood the contents of the Invitation for proposal and the advertisement and pursuant to this hereby confirm that:

We satisfy the eligibility criteria laid down in the Tender notice.

We have agreed that _____ (insert individual’s name) will act as our representative and has been duly authorized* to submit the proposal.

Yours faithfully,

Authorised Signatory
For and on behalf of (Name of the agency)

**Please attach a true copy of the Letter of Authorization / Board resolution certified by the authorized Signatory for the individual bidding company.*

IV. Structure & organisation

A. Details about the Bidder (single entity / lead agency in case of consortium)

1. Name of applying agency / lead agency / consulting firms:
2. Registered Office Address:
Telephone No.:
Fax No. :
E mail#:
Website:
3. Kolkata Office Address (if any):
Telephone No.:
Fax No. :
E mail#:
Website:
4. Name of the Contact Person for this assignment:
Designation:
Address:
Telephone No. :
Cell phone No.:
E mail:
Fax No. :

Note: Application covers Proprietary Firm, Partnership, Limited Company or Corporation

Signature of applicant
including title and capacity in which
application is made.

Bidders must ensure that the Email id provided in the Registered Office Address is same with which they have registered on the e-procurement portal (<http://etender.wb.nic.in>).

B. Details about the Consortium Partner

1. Name of Consortium partner:
2. Registered Office Address:
Telephone No.:
Fax No. :
E mail#:
Website:
3. Kolkata Office Address (if any):
Telephone No.:
Fax No. :
E mail#:
Website:
4. Name of the Contact Person for this assignment:
Designation:
Address:
Telephone No. :
Cell phone No.:
E mail:
Fax No. :

Note: Application covers Proprietary Firm, Partnership, Limited Company or Corporation

Signature of applicant
including title and capacity in which
application is made.

V. Statement of any Indictment

(By any Income Tax, Sales Tax, Customs and Excise Authorities and other Regulatory Authorities) (To be forwarded on the letterhead of the interested entity submitting the Proposal)

Date:

To,
The Director,
State Urban Development Agency (SUDA),
ILGUS Bhawan, HC Block, Sector III,
Salt Lake City, Kolkata - 700106,
West Bengal, India

Sir,

We solemnly declare that there has been no conviction by a court of law or indictment or adverse order or investigation or charge sheet by an agency of the Government, any income tax, sales tax, customs, excise authorities and other regulatory authorities including but not limited to Reserve Bank of India (RBI) and Securities Exchange Board of India (SEBI) against us or our Promoter Group.

We have not been declared ineligible by the Government of India or any State / UT / Local Government for corrupt and fraudulent practices or blacklisted by them.

Yours faithfully,

Signature(s) of Applicant(s)

Seal of applicant Name:

Designation:

VI. Project Experience in the Last 5 Years

Please categorize all the projects into four broad heads given in the table below and mark a tick (✓) for each of the projects.

Sl. No.	Name of Project/Assignment and year of completion (write 'ongoing' in case of ongoing project)	Categories					
		Technical support and assistance in formulation of urban housing policies	Technical support and assistance in monitoring and implementation of urban housing sector projects	Support in preparation of HFAPoA, AIP, CSP, Geo Tagging, slum re-development models	Technical support and assistance in implementation of urban reforms	Preparation of DPRs for Housing projects	Project Location
1.							
2.							
3.							
4.							
5.							
--- so on.							

(Bidders MUST maintain the same name and sequence in "detailed project experience" in Annexure B No. I)

Annexure – B

I. Detailed Project Experience in the Last 5 Years

(Bidders MUST maintain the same name and sequence of projects as it has been given in Annexure A. No. VI)

Assignment name:	Approx. value of the contract (in current Rs):
Country:	Location within Country:
Name of Client:	Total No of person-months of the assignment:
Address of Client:	
Start date (month/year): Completion date (month/year):	No of person-months provided by your firm:
Approx. value of the services provided by your firm under the contract (in current Rs.):	
Name of Senior Staff involved from your firm and positions held in this project:	
Narrative description of project in brief:	
Description of actual services provided by your firm in the assignment:	
Whether the assignment is completed or continuing:	
Explanation on how it meets the eligibility criteria:	

II. Letter of Association – Consortium Partners

(To be written on the letterhead of the Consortium Partner)

To
The Director,
State Urban Development Agency,
ILGUS Bhawan, HC Block,
Sector III, Salt Lake City,
Kolkata – 700106,
West Bengal, India.

Date:

Name of the Assignment: <**Name of the Assignment as mentioned in Bid document**>
Bid Reference No. : < Bid number >

Dear Sir,

I, the undersigned, confirm the agreement of < **Full name of the consortium partner**> to associate on an exclusive basis with < **Full name of the lead bidder**>, in order to submit a joint proposal for the above captioned project.

I, also confirm that < **Full name of the consortium partner**> has nominated and will provide appropriately qualified and experienced staff for the purpose of undertaking the various tasks and designated inputs as required by < **Full name of the lead bidder**>, the lead consultant, should our consortium be appointed for the assignment.

Thanking you.

Yours faithfully,

<Name and contact details of the consortium partner>

III. Letter of Association – Individual Specialists

To
The Director,
State Urban Development Agency,
ILGUS Bhawan, HC Block,
Sector III, Salt Lake City,
Kolkata – 700106,
West Bengal, India.

Date:

Name of the Assignment: <**Name of the Assignment as mentioned in Bid document**>
Bid Reference No. : < Bid number>

Dear Sir,

I, the undersigned, would like to inform you that I have agreed to associate as <Name of the position> with < **Full name of the bidder**>, for the above project should it be awarded to them.

I, confirm that that I would be available for executing the engagement to such role and duration as specified in the Bid document, should the above project be awarded to the < **Full name of the bidder**>.

Thanking you.

Yours faithfully,

<Name and contact details of the Specialist>

Annexure C - Financial Proposal Submission Form

To
The Director,
State Urban Development Agency,
ILGUS Bhawan, HC Block,
Sector III, Salt Lake City,
Kolkata – 700106,
West Bengal, India.

Date:

Name of the Assignment: Submission of financial proposal for **<Name of the Assignment as mentioned in Bid document>**
Bid Reference No. : < Bid number >

Dear Sir,

We, the undersigned, offer to provide consulting services for **<Name of the Assignment as mentioned in Bid document>** in accordance with your RFP dated <date> and our Technical Proposal. Our Financial quote as detailed out in BoQ is the sum of <amount in rupees word and figure>.

Our financial quote shall be binding upon us subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal i.e. before the date indicated in Time Frame of Section B: Description of the Project of the Request for Proposal.

No commissions or gratuities have been or are to be paid by us to the Agents relating to this proposal and contract execution.

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

Thanking you.

Yours faithfully,

Authorised Signature (in full and initials)
Name & title of signatory
Name of Consultant:
Address:

[Validate](#)[Print](#)[Help](#)**Item Rate BoQ**

Tender Inviting Authority: Director, SUDA & State Mission Director, PMAY HFA (U)

Name of Work: PROPOSAL FOR SETTING UP STATE LEVEL TECHNICAL CELL UNDER PMAY – HFA (U) THROUGH e-TENDER

Contract No: MAD/ULB/

Bidder Name :

PRICE SCHEDULE**(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)**

NUMBER	TEXT #	NUMBER	TEXT #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate	RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT	TOTAL AMOUNT In Words
1	2	4	5	6	13	53	55
1	Establishment of a State Level Technical Cell (SLTC) which shall primarily be responsible for but not be limited to handholding with SUDA (SLNA), MED (Technical Support Agency) and ULBs (Implementing Agencies) in preparation of HFAPoA, AIP, DPR (vertical wise), geo tagging; reforms implementation; uploading, authentication and management of beneficiary details and attachment in Gol portal ('BHUBAN'), monitoring preparation of regular reports and returns along with geo-tagging through mobile apps & presentation / uploading the same as per guideline and other allied miscellaneous tasks as assigned from time to time.	1	No	0.0000		0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words			INR Zero Only				

Annexure D

Press Advertisement

State Urban Development Agency (SUDA), Municipal Affairs Department Government of West Bengal

‘INVITATION OF PROPOSAL’ FOR setting up of State Level Technical Cell (SLTC) under PMAY - HFA

State Urban Development Agency (SUDA), invites proposal from reputed Agency/Consulting firm(s) for setting up **State Level Technical Cell (SLTC)** under PMAY – HFA (U). Interested Agencies/consulting firm(s) having experience in the services envisaged are hereby invited to submit their Proposal.

Intending bidder may download the tender document *Bid. No.* -----
from the website <http://etender.wb.nic.in>, which shall be uploaded on the website by -----
--- **2016**. Proposal will be submitted concurrently duly digitally signed in the Website
<http://etender.wb.nic.in> as per Tender Schedule.

Note: Last date and time for submission of Proposal is ----- **2016** within ----- **hrs.**

Director, SUDA

Annexure – E

Scoring Criteria (pro-rata basis)

	Criterion	Overall score	Basis	Score break up
Firm Experience		40		
	Turnover		1 mark for more than 1 crore then additional 1 marks for each 50 crore	5
	Project Experience		1) 5 marks for 2 projects in urban housing sector projects 2)10 marks for 2 projects in Urban housing sector in West Bengal	10
	PMU experience		1) 5 marks for single PMU in urban Sector national GOI funded housing scheme 2) 10 marks for more than single PMU in national level housing sector project 3)10 marks for single PMU in urban sector GOI sponsored Scheme in housing sector West Bengal 4) 15 marks for more than single PMU in GOI sponsored Urban development housing Scheme in West Bengal	15
	Reforms implementation		10 marks for projects associated with housing & implementation of mandatory / optional reforms	10
Quality of Specialists from serial No. 1 to 8		50		
	Building Technology Specialist			7.5
	Town Planning / Urban Planner			7.5
	Housing Finance & Policy Specialist			5
	Municipal / Civil Engineer			5
	PPP Specialist			7.5
	Urban Infrastructure Specialist			5
	MIS Specialist			7.5
Procurement Specialist			5	
Understanding as evident from the write up		10		
Total		100		

CONTRACT FOR CONSULTANTS' SERVICES

between

[name of the Employer]

and

[name of the Consultant]

Dated:

I Form of Contract

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

This CONTRACT (hereinafter called the “Contract”) is made the ----- day of the month of ----, -----, between, on the one hand, ----- (hereinafter called the “Employer”) and, on the other hand, ----- (hereinafter called the “Consultant”).

WHEREAS

(a) the Employer has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);

(b) the Consultant, having represented to the Employer that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract;

(b) The Special Conditions of Contract (if applicable);

(c) The following Appendices:

[Note: *If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix]*

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Staffing Schedule

Appendix D: Breakdown of Contract Price

Appendix E: Duties of the Employer

Appendix F: Duties of the Employer

2. The mutual rights and obligations of the Employer and the Consultant shall be as set forth in the Contract, in particular:

(a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Employer shall make payments to the Consultant in accordance with the provisions of the Contract.

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

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

[Authorized Representative]

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

[Authorized Representative]

General Conditions of Contract

1. General Provisions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- (b) “Consultant” means any private or public entity that will provide the Services to the “Employer” under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GENERAL CONDITIONS OF CONTRACT), the Special Conditions (SC), and the Appendices.
- (d) “Day” means calendar day.
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause General Conditions of Contract 2.1.
- (f) “GENERAL CONDITIONS OF CONTRACT” means these General Conditions of Contract.
- (g) “Government” means the State Government .
- (h) “Local Currency” means Indian Rupees.
- (i) “Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.
- (j) “Party” means the “Employer” or the Consultant, as the case may be, and “Parties” means both of them.
- (k) “Personnel” means professionals and support staff provided by the Consultant assigned to perform the Services or any part thereof.
- (l) “Reimbursable expenses” means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (m) “SC” means the Special Conditions of Contract by which the General Conditions of Contract may be amended or supplemented.
- (n) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (o) “In writing” means communicated in written form with proof of receipt.

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

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

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

1.5 Notices

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

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

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

1.7 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Employer” or the Consultant may be taken or executed by the officials specified in the Special Conditions of Contract.

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

1.9 Fraud and Corruption

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

(i) “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) “collusive practices” means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, non competitive levels;

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.10.1 Measures to be taken by the Employer

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

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

1.10.2 Commissions and Fees

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract: This Contract shall come into force and effect on the date (the “Effective Date”) of the “Employer”’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the Special Conditions of Contract have been met.

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the Special Conditions of Contract, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services: The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the Special Conditions of Contract.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GENERAL CONDITIONS OF CONTRACT 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the Special Conditions of Contract.

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

2.6 Modifications or Variations: (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. (b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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

2.7.2 No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

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

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

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

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

(i) Demobilize, or

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

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled by the State Government.

2.8 Suspension: The “Employer” may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.9 Termination

2.9.1 By the “Employer”:

2.9.1.1 The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GENERAL CONDITIONS OF CONTRACT 2.9.1.1

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GENERAL CONDITIONS OF CONTRACT 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.

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

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GENERAL CONDITIONS OF CONTRACT 8 hereof.

(d) If the Consultant, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

(e) If the Consultant submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.

(f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.

(g) If the consultant fails to provide the quality services as envisaged under this Contract. The State Level Selection Committee (SLSC) formulated to monitor the progress of the assignment may examine and review regarding the poor quality of services, the reasons for which shall be recorded in writing. The SLSC may decide to give one chance to the consultant to improve the quality of the services.

(h) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(i) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(j) If the consultant contravenes any provisions of Terms and Conditions of the contract, the employer shall reserve the right to terminate the contract before the expiry of stipulated period after given written notice of 21 (twenty one) days and in that case the consultant will not claim any compensation for any loss, if any, caused to them.

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

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

(a) If the “Employer” fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GENERAL CONDITIONS OF CONTRACT 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the “Employer” fails to comply with any final decision reached as a result of arbitration pursuant to Clause GENERAL CONDITIONS OF CONTRACT 8 hereof.

(d) If the “Employer” is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the “Employer” of the Consultant’s notice specifying such breach.

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

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

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GENERAL CONDITIONS OF CONTRACT 2.9.1 or GENERAL CONDITIONS OF CONTRACT 2.9.2 hereof, the “Employer” shall make the following payments to the Consultant:

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

(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis

of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of this agreement. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GENERAL CONDITIONS OF CONTRACT 2.9.1 or in Clause GENERAL CONDITIONS OF CONTRACT 2.9.2 hereof has occurred, such Party may, within forty-five (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GENERAL CONDITIONS OF CONTRACT 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1 Standard of Performance: The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.

3.2 Conflict of Interests: The Consultant shall hold the “Employer”’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 Consultant not to benefit from Commissions, Discounts, etc.: (a)The payment of the Consultant pursuant to Clause GENERAL CONDITIONS OF CONTRACT 6 hereof shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GENERAL CONDITIONS OF CONTRACT 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder.

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

3.2.2 Consultant and Affiliates Not to Engage in Certain Activities: The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or

services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

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

3.3 Confidentiality: Except with the prior written consent of the "Employer", the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Accounting, Inspection and Auditing: The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the "Employer" or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "Employer" or the Employer, if so required by the "Employer" or the Employer as the case may be.

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

(a) Any change or addition to the Personnel listed in Appendix C.

3.6 Reporting Obligations: The Consultant shall submit to the "Employer" the reports and documents as specified from time to time, in the form, within the pre stated time periods. Final reports shall be delivered in CD ROM in addition to the hard copies specified (Appendix B).

3.7 Documents Prepared by the Consultant to be the Property of the "Employer": All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the "Employer" under this Contract shall become and remain the property of the "Employer", and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the "Employer's" prior written approval to such agreements, and the "Employer" shall be entitled at its

discretion to require recovering the expenses related to the development of the program(s) concerned.

3.8 Equipment, Vehicles and Materials Furnished by the “Employer”: Equipment, vehicles and materials made available to the Consultant by the “Employer”, or purchased by the Consultant wholly or partly with funds provided by the “Employer”, shall be the property of the “Employer” and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the “Employer” an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the “Employer”’s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the “Employer” in writing, shall insure them at the expense of the “Employer” in an amount equal to their full replacement value.

3.9 Equipment and Materials Provided by the Consultants: Equipment or materials brought into the project location by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. CONSULTANTS’ PERSONNEL

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

4.2 Description of Personnel: (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant’s Key Personnel are as per the consultant’s proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the “Employer”, his/her name is listed as well.

(b) If required to comply with the provisions of Clause GENERAL CONDITIONS OF CONTRACT 3.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the “Employer”, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GENERAL CONDITIONS OF CONTRACT 6.1(b) of this Contract. Any other such adjustments shall only be made with the “Employer”’s written approval.

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

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

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

(b) If the “Employer” (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the “Employer”’s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the “Employer”.

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

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

5. OBLIGATIONS OF THE “EMPLOYER”

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

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

(b) Provide to the Consultant and Personnel any such other assistance as may be specified in the SC.

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

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

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

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

6. PAYMENTS TO THE CONSULTANT

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

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

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

6.2 Currency of Payment: All payments shall be made in Indian Rupees.

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

(a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms.

(b) If the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 21 days of receipt of invoice, the Employer shall release the payment to the consultant without further delay.

(c) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with: (i) Assessment should be made about work done from the previous deliverable, for which the payment is made or to be made till the date of the termination. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. (iii) Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

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

7.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GENERAL CONDITIONS OF CONTRACT 8 hereof.

8. SETTLEMENT OF DISPUTES

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

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

8.3. Arbitration proceedings shall be held in Kolkata, India at a mutually agreed upon place and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

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

9. Miscellaneous provisions:

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

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

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

(iv) The Consultant shall at all times indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

(v) The Consultant shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant's) employees resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.

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

