

# Request for Proposal

**PREPARATION OF SLUM FREE CITY PLAN OF ACTION FOR TOWNS IN  
MEGHALAYA (IN 2 PACKAGES)**

***Volume - I***

**(TO BE SUBMITTED IN SEALED COVER- A)**

**(Technical Bid)**

**Section- I**  
**Letter of Invitation**  
**Registered Post**

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

Tel No: 0364-2210037  
Fax No. 0364-2210037  
E mail: duashillong@yahoo.co.in

Reference No: DUA/9/2014/1 dtd.28.02.2014

**Project Name: Preparation of Slum Free City Plan of Action for Towns (in 2 Packages) in Meghalaya.**

To,  
M/s.....  
.....  
.....

Kind Attention: Dear Mr. /Ms.:

1. Urban Affairs Department, Government of Meghalaya is the nodal department for implementation of Rajiv Awas Yojana in the state of Meghalaya. "Slum Free City Plan of Action" is a pre requisite for getting further funding under this scheme and also to get a holistic picture of ways to tackle the situation of slums in the cities and towns as well as to prevent further formation of further slums.

In this context, Urban Affairs Department, Government of Meghalaya intends to issue Request for Proposal to Prepare Slum Free City Plan of Action for towns in Meghalaya as per the Guidelines issued by the Ministry of Housing & Poverty Alleviation, Government of India.

2. As part of the selection of consultant for the preparation of Slum Free City Plan of Action for towns (in 2 packages) in Meghalaya the undersigned intends to issue Request for Proposals to the interested consultants.

3. The employer has invited interested National Consultants for providing the consulting services for preparation of Slum Free City Plan of Action for towns in Meghalaya, more details on the services are provided in the Terms of Reference in this RFP document. If your Firm is interested in the assignment, you are invited to submit your proposal as per the attached RFP document.

4. A firm will be selected under QCBS and procedures described in this RFP.

4. The RFP includes the following documents:  
Section 1 - Letter of Invitation  
Section 2 - Information to Consultants (including Data Sheet)  
Section 3 - Technical Proposal - Standard Forms  
Section 4 - Financial Proposal - Standard Forms  
Section 5 - Terms of Reference  
Section 6 - Standard Forms of Contract

5. For any clarification you can write to Director, Urban Affairs, Meghalaya, Shillong.

Yours sincerely,

(.....)  
Director,  
Urban Affairs Department

**CHECK LIST FOR DOCUMENTS  
TO ACCOMPANY WITH THE PROPOSAL  
(TO BE SUBMITTED IN ENVELOPE NO. 1 SEPARATELY FOR PACKAGE I & II )**

| Sr. No. | Brief details documents required  | Whether enclosed or/ not |
|---------|---|--------------------------|
| 1       | Security Deposit in the form of receipt Challan or Crossed DD/ Crossed bankers cheque of any bank in the name of the Director, Urban Affairs Department payable at Shillong | Yes/No                   |
| 2       | Form Tech 1: Letter of Proposal submission  | Yes/No                   |
| 3       | Form Tech 2 : Consultant's organization & experience  | Yes/No                   |
| 4       | Form Tech 3 : Comments & suggestions on TOR   | Yes/No                   |
| 5       | Form Tech 4 : Approach & methodology  | Yes/No                   |
| 6       | Form Tech 5 : Team composition  | Yes/No                   |
| 7       | Form Tech 6 : Curriculum vitae  | Yes/No                   |
| 8       | Form Tech 7 : Staffing Schedule   | Yes/No                   |
| 9       | Form Tech 8 : Work Schedule   | Yes/No                   |
| 10      | Form Tech 9: Comment / modification suggested on draft contract.  | Yes/No                   |
| 11      | Form Tech 10: Information regarding any conflicting activities and Declaration thereof.   | Yes/No                   |

Note: Consultant must submit the original and two copies of the Technical Proposal, and the original and two copies of the Financial Proposal.

**CHECK LIST FOR DOCUMENTS  
(ENVELOPE NO. 2 SEPARATELY FOR PACKAGE I & II)**

| <b>Sr. No.</b> | <b>Brief details documents required</b>  | <b>Whether enclosed or/ not</b> |
|----------------|--|---------------------------------|
| 1              | Bid document duly signed on every page in along with Offer form duly filled and signed as token of acceptance of the bid requirements. | Yes/No                          |
| 2              | Financial Proposal Submission form FIN- 1  | Yes/No                          |
| 3              | Financial Bid FIN-2  | Yes/No                          |

Note FIN1 & FIN-2 duly signed on every page along with offer form duly filled and signed as token of acceptance of the bid requirements. FIN-1 & FIN 2 is mandatory for submission of financial bid.

## REQUEST FOR PROPOSAL

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

**No. DUA/P/10/2014/2**

**Dated 28th February 2014**

Urban Affairs Department, Government of Meghalaya is the nodal department for implementation of Rajiv Awas Yojana in the state of Meghalaya. "Slum Free City Plan of Action" is a pre requisite for funding under this scheme and also to get a holistic picture of ways to tackle the situation of slums in the cities or towns as well as to prevent further formation of slums.

In this context, Urban Affairs Department, Government of Meghalaya issues Request for Proposal to Prepare Slum Free City Plan of Action for towns in Meghalaya (in 2 Packages) as per the Guidelines issued by the Ministry of Housing & Poverty Alleviation, Govt. of India.

1. RFP Document will be available at the Directorate of Urban Affairs, Raitong Building, Secretariat Hill, Shillong, Meghalaya-793001 from **10<sup>th</sup> March 2014 to 2<sup>nd</sup> April 2014 during 11.00 A.M. to 03.00 P.M.** at a non refundable cost of **Rs. 1000/- (Rupees One Thousand only)** for each package by Demand Draft in favour of the Director, Urban Affairs, Meghalaya, Shillong.
2. Security deposit of **INR. 50000.00 (Rupees Fifty Thousand only)** to be submitted in prescribed form for each packages.
3. Last date of submission of the Proposal is **4<sup>th</sup> April 2014 till 14.00 Hrs.**
4. Pre-proposal conference will be held on **25<sup>th</sup> March 2014 at 14.00 Hrs.**
5. Opening of Technical Proposal on **4<sup>th</sup> April 2014 at 14.30 Hrs.**

**Note:-**

1. Document can also be downloaded from the website [meghalaya.nic.in](http://meghalaya.nic.in) or [smb.nic.in](http://smb.nic.in). The participant has to ensure that all pages are completely downloaded and each page shall be signed and submitted in relevant envelopes. In case of downloaded Tender document, fee of Rs. 1,000/- for each package shall be paid in the form of demand draft and submitted along with the Technical Bid. Otherwise downloaded RFP document shall not be considered.
2. In case of any discrepancy observed in downloaded RFP document with printed RFP document, the printed RFP document shall be considered.
3. The rates quoted on the Financial Proposal will be considered valid for a period of 180 days from the date of opening of the Technical Proposal.
4. Urban Affairs Department reserves the right to revise or amend the notice and / or the RFP Document, fully or partly.
5. Right to reject any or all offers without assigning any reason thereof is reserved with Director, Urban Affairs Department.



**(B. Dutta)**

Director, Urban Affairs,  
Meghalaya, Shillong.

**SECTION – II**  
**INSTRUCTION TO CONSULTANTS**  
**PART-1**

Urban Affairs Department, Government of Meghalaya is the nodal department for implementation of Rajiv Awas Yojana in the state of Meghalaya. “Slum Free City Plan of Action” is a pre requisite for getting further funding under this scheme and also to get a holistic picture of ways to tackle the situation of slums in the cities and towns as well as to prevent further formation of further slums.

In this context, Urban Affairs Department, Govt. of Meghalaya intends to issue Request for Proposal to Prepare Slum Free City Plan of Action for towns in Meghalaya as per the Guidelines issued by the Ministry of Housing & Poverty Alleviation, Govt. of India.

**1. Definitions**

- (a) “Employer” means the Urban Affairs Department, Govt. of Meghalaya, who has invited the bids for consultancy services, and with which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.
- (b) “Consultant” means any entity or person or associations of person who have been short-listed to submit their proposals that may provide or provides 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 the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- (d) “Project specific information” means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the Government of India (GoI) or Government of Meghalaya (GoMe)
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides short-listed Consultants with all information needed to prepare their proposals.
- (h) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Employer to the short-listed consultants.
- (i) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof;
- (j) “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country;

- (k) "Domestic Personnel" means such professionals and support staff who at the time of being so provided had their domicile in India.
- (l) "Proposal" means the Technical Proposal and the Financial Proposal.
- (m) "RFP" means the Request for Proposal prepared by the Employer for the selection of Consultants.
- (n) "Assignment / job" means the work to be performed by the Consultant pursuant to the Contract.
- (o) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Assignment/job.
- (p) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment / job.

## **2. Introduction**

- 2.1** The Employer named in the Part II Data Sheet will select a consulting firm/organization (the Consultant) from those to whom the LOI has been addressed, in accordance with the method of selection specified in the Part II Data Sheet.
- 2.2** The name of the assignment/Job has been mentioned in Part II Data Sheet. Detailed scope of the assignment/ job has been described in the Terms of Reference in Section 5.
- 2.3** The date, time and address for submission of the proposals have been given in Part II Data Sheet.
- 2.4** The short-listed Consultants are invited to submit their Proposal, for consulting Assignment/job named in the Part II Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant
- 2.5** Consultants should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment / job and Local conditions, Consultants are encouraged to meet the Employer's representative named in part II Data Sheet before submitting a proposal and to attend a pre-proposal meeting if one is specified in the Part II Data Sheet. Attending the pre-proposal meeting is optional. Consultants should contact the Employer's representative to arrange for their visit or to obtain additional information on the pre-proposal meeting. Consultants should ensure that these representatives are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.6** The Employer will provide at no cost to the Consultants the inputs and facilities specified in the Part II Data Sheet, assist the consultants in obtaining licenses and permits needed to carry out the Assignment / job, and make available relevant project data and reports.
- 2.7** Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal,

and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

### **3. Eligibility of Association of consultants and Sub-Consultants.**

**3.1** If the consultant had formed an association of consultants, each member of the association of consultant shall be evaluated as per the qualification / eligibility criteria set forth in Part II data Sheet. The combined score of the each member of the association of consultant shall be taken into account for evaluation purpose.

### **4. Clarification and Amendment of RFP Documents**

**4.1** Consultants may request a clarification on any clause of the RFP documents up to the number of days indicated in the Part II Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Part II Data Sheet. The Employer will respond in writing, or by standard electronic means and will send written copies of the response to all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 4.2 below.

**4.2** At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

### **5. Conflict of Interest**

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

**Conflicting activities: (i)** A firm that has been engaged by the Employer to provide goods, works or Assignment/job other than consulting Assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting Assignment/job related to those goods, works or Assignment/job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/job other than consulting Assignment/job resulting from or directly related to the firm's consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are



defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

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

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

**5.2** Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.

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

## **6. Unfair Advantage**

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

## **7. Proposal**

**7.1** Consultants may only submit one proposal for each package. If a Consultant submits or participates in more than one proposal for any particular package, such proposals shall be disqualified

## **8. Proposal Validity**

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

## **9. Preparation of Proposals**

**9.1** The Proposal as well as all related correspondence exchanged by the Consultants and the Employer shall be written in English language, unless specified otherwise.

**9.2** In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

**9.3** While preparing the Technical Proposal, Consultants must give particular attention to the following:

- (a) Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants for each package. For Consultants submitting proposal for both packages must ensure that he proposes the minimum number and type of experts to full fill the desired deliverables for the project, failing which the proposal shall be considered as non-responsive.
- (b) Alternative professional staff shall not be proposed, and only one curriculum vita (CV) may be submitted for each position mentioned.

**9.4** Depending on the nature of the Assignment/job, Consultants are required to submit a Technical Proposal (TP) in forms provided in Section-III. The Part II Data sheet in Section-II indicates the formats of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Form Tech – I in Section-III is a sample letter of technical proposal which is to be submitted along with the technical proposal.

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

(f) CVs of the Professional staff as mentioned in para 9.4 (d) above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH- 6 of Section 3).

(g) A detailed description of the proposed methodology and staffing for training needs to be given, if the Part II Data sheet specifies training as a specific component of the Assignment/job.

**9.5** The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

**9.6** Financial Proposals: The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). . The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

## **10. Taxes**

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

## **11. Currency**

Consultants shall express the price of their Assignment/job in Indian Rupees only.

## **12. Security Deposit (SD) and Bid processing Fees**

### **12.1. Security Deposit**

(I) An SD of INR. 50,000 (Rs. Fifty thousand) for each package, in the form of DD drawn in favor of the Director, Urban Affairs, Meghalaya, Shillong and payable at Shillong, must be submitted along with the Technical Proposal.

(II) Proposals not accompanied by SD shall be rejected as non-responsive.

(III) No interest shall be payable by the Employer for the sum deposited as security money deposit.

(IV) No bank guarantee will be accepted in lieu of the Security money deposit.

(V) The SD of the unsuccessful bidders would be returned back within one month of signing of the contract on request.

**12.2.** The SD shall be forfeited by the Employer in the following events:

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

### **13. Bid Processing Fees/Cost of RFP documents**

All consultants are required to pay INR.1000/- [Rupees One Thousand] for each package towards Bid Processing Fees in the form of Demand Draft drawn in favor of Employer "Director, Urban Affairs, Meghalaya, Shillong, and payable at Shillong. The Bid Processing Fee is Non-Refundable. Please note that the Proposal, which does not include the bid processing fees, would be rejected as non-responsive.

### **14. Submission, Receipt, and Opening of Proposal**

**14.1** The original proposal, both Technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

**14.2** An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

**14.3** The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the Assignment/job. The envelopes containing the Technical Proposals, Financial Proposals, SD and bid processing fees shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE .....".(Kindly indicate the last date of submission of the Proposal including any extension that may arise). The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not

submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

**14.4** The Proposals must be sent to the address/addresses indicated in the Data sheet and received by the Employer no later than the time and the date indicated in the Data sheet, or any extension to this date in accordance with para 4.2 above. Any proposal received by the Employer after the deadline for submission shall be returned unopened.

## **15. Proposal Evaluation**

**15.1** From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

**15.2** The employer has constituted a Consultant Selection Committee (CSC) which will carry out the entire evaluation process.

**15.3** Evaluation of Technical Proposals: CSC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.

**15.4** The CSC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined in the Data sheet.

**15.5** Public opening & evaluation of the Financial Proposals: Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time that will be notified to all qualified Consultants, in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, their technical score (if required) and their financial proposal shall be read aloud.

**15.6** The CSC will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. The date of opening of the Technical Proposals is specified in the Data sheet.

**15.7** After opening of financial proposals, appropriate selection method shall be applied to determine the consultant who will be declared winner and be eligible for award of the contract. The methods of selections are described in the Data Sheet. This selected consultant will then be invited for negotiations, if considered necessary.

## **16. Negotiations**

**16.1** Negotiations will be held at the date, time and address intimated to the qualified and selected bidder. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

**16.2** Technical negotiations: Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Employer and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Assignment/job". Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the Assignment/job. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Consultant.

**16.3** Financial negotiations: After the technical negotiations are over, financial negotiations should be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstance, the financial negotiation shall result in an increase of the price originally quoted by the consultant, unless there are exceptional reasons.

**16.4** Availability of Professional staff/experts: Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Employer expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available. The Employer will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organisation. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. If in the course of implementation, any personnel become unavailable for the assignment; any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation for consideration and approval of the UAD.

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

## **17. Award of Contract**

**17.1** After completing negotiations the Employer shall issue a Letter of Intent to the selected Consultant and promptly notify all other Consultants who have submitted proposals about the decision taken.

**17.2** The consultants will sign the contract after fulfilling all the formalities / pre-conditions mentioned in the standard form of contract in Section-6, within 15 days of issuance of the letter of intent.

**17.3** The Consultant is expected to commence the Assignment/job on the date and at the location specified in the Part II Data Sheet.

## **18. Confidentiality**

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

**19.** The Consultant should ensure that their offer is submitted (in person/ By post/ By courier) before the expiry of the due date and time prescribed. Delayed offers shall not be entertained for any reason whatsoever. Proposals offered or received after due date and time shall either not be accepted or if inadvertently accepted, shall not be opened. The Consultant shall take notice that the Bid application once submitted cannot be withdrawn by applicant/ applicants for any reason whatsoever and subject to compliance of terms and condition of these presents. The same shall be processed according to procedure laid down herein above

**20.** Any material purchase for the purpose of the assignment for which amount is paid to the consultant shall handover to the Director, Urban Affairs, Meghalaya, Shillong.

## **21. Performance Security**

**21.1** Successful Consulting Firm shall have to provide a performance security deposit amounting to 10% of the Contract Amount in form of Demand Draft/ in the form of Bank Guarantee valid for one month beyond the date of closure of the Contract from any nationalized Scheduled Bank. This security deposit will remain with the Director, Urban Affairs, Meghalaya interest free.



## 22. Preparation of Bid

22.1 The bid as well as all related correspondence exchanged by the Consultants and the Employer shall be written in English language, unless specified otherwise.

22.2 In preparing their bid, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a bid.

22.3 While preparing the Technical bid, Consultants must give particular attention to the following:

(a) If a Consultant considers that it may enhance its expertise for the Assignment/job by associating with other Consultants in sub- consultancy, it may associate, however the details may be provided at the time of bidding.

(b) The minimum estimated number of Professional staff-months for the Assignment/job is as shown in the RFP. However, the Bid shall be based on the number of Professional staff-months or budget estimated by the Consultants. While making the Bid, the consultant must ensure that he proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.

(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position mentioned. Depending on the nature of the Assignment/job, Consultants are required to submit a Technical Bid using the attached Standard Forms. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. Form Tech - I is a sample letter of which is to be submitted along with the technical bid. The Technical bid shall not include any financial information. A Technical bid containing financial information shall be declared **non --responsive**.

22.4 While preparing the Financial Bid, Consultants must give particular attention to the following:

(a) The consultant shall have to quote separately for each package listed in Data Sheet II as per the template provided in the RFP Document.

(b) The consultant shall indicate the percentage escalation for the entire work if the letter of intent to the selected Consultant is delayed beyond the period indicated in the form FIN - 2 .

## **23. Procedure for detailed evaluation of Proposals.**

**23.1** Being primarily technical work, final evaluation of the proposals will be done on Combined Quality cum Cost based System wherein Technical proposal will be given a weightage of 80 % and financial bid will be given a weightage of 20%.

**23.2** Bids securing 60% and above marks in technical evaluation will only be considered for opening of financial proposals. The proposals with the lowest cost may be given a financial score of 100 and the other bids given financial score that are inversely proportionate to their prices.

**23.3** The total score, both technical and financial, shall be obtained by weighing the Technical and Financial scores and adding them up. On the basis of the combined weighted score for Technical and Financial, the consultant shall be ranked in terms of the total score obtained. The bid obtaining the highest total combined score in evaluation of quality and cost will be ranked as R-1 followed by the bids securing lesser marks as R-2, R-3 etc. The proposal securing the highest combined marks and ranked R-1 shall be recommended for award of contract. The proposals will be ranked in terms of total points scored.

### **23.4 Criteria, sub-criteria and point system for evaluation to be followed under this procedure is as under:**

- (i) Specific experience of the consultant firm relevant to the assignment /job (20 marks)
- (ii) Adequacy of the proposed methodology and work plan in response to the terms of reference. (30 marks)  
*Sub Criteria*
  - (a) Technical approach & methodology (20 marks)
  - (b) Work Plan (5 Marks)
  - (c) Organization & staffing (5 Marks)
- (iii) Key professional staff: Qualification & competency for the assignment / job. (50 marks) Qualifications and competency of each of the key professionals will be evaluated separately.

#### **The marks for key professionals will be further divided as under:**

- (a) Team Leader (10 marks)
- (b) Housing expert ( 10 marks)
- (c) PPP expert (5 marks)
- (d) GIS Expert (5 marks)
- (e) Social & RR Expert(10 marks)
- (f) Community Development Assistant – 1(5)
- (g) Community Development Assistant – 1(5)

*Sub Criteria*

- (a) Educational qualifications (20%)
- (b) Adequacy for the assignment / job (70%) (Experience in carrying out similar assignment/job).
- (c) Experience in region and language (10%)

**INSTRUCTIONS TO CONSULTANT  
PART-11  
DATA SHEET**

| Sl no                | Paragraph of ITC                                 | Particulars  |  |  |  |  |          |  |                         |            |                      |   |   |  |  |  |  |  |
|----------------------|--|--|--|--|--|--|----------|--|-------------------------|------------|----------------------|---|---|--|--|--|--|--|
| 1                    | 2.1  | Name of the Client: Director, Urban Affairs Department, Government of Meghalaya<br>Method of selection: Quality- and Cost-Based Selection ( <b>QCBS</b> )  |  |  |  |  |          |  |                         |            |                      |   |   |  |  |  |  |  |
| 2                    | 2.2  | Financial Proposal to be submitted together with Technical Proposal in separate envelopes for each package. Name of the assignment is: <b>Preparation of Slum Free City Plan of Action for towns in Meghalaya (in 2 packages).</b>   |  |  |  |  |          |  |                         |            |                      |   |   |  |  |  |  |  |
| 3                    | 2.3 & 14.4                                       | Date & time and Address for submission of proposal :<br><br><b>Last date and time for receipt of bid:</b> 4 <sup>th</sup> April 2014 at 14.00 Hrs.<br>Address : The Director, Urban Affairs, Government of Meghalaya, Raitong Building, Secretariat Hill, Shillong-793001<br><br><b>Opening of Technical Proposals: Place, Date and Time for:</b> Directorate of Urban Affairs, Government of Meghalaya, Raitong Building, Secretariat Hill, Shillong-793001, Date 4 <sup>th</sup> April 2014 Time 14.30 Hrs.  |  |  |  |  |          |  |                         |            |                      |   |   |  |  |  |  |  |
| 4                    | 2.5  | A pre-proposal conference will be held: 25 <sup>th</sup> March 2014 at 14.00 Hrs   |  |  |  |  |          |  |                         |            |                      |   |   |  |  |  |  |  |
| 5                    | 2.5  | The Client's representative is: Director, Urban Affairs Department, Meghalaya, Shillong<br>or his authorised representative,   |  |  |  |  |          |  |                         |            |                      |   |   |  |  |  |  |  |
| 5                    | 2.6  | The Client will provide the following inputs and facilities: any relevant data required for carrying out the study which is available in the office of the Urban Affairs Department, Govt. of Meghalaya  |  |  |  |  |          |  |                         |            |                      |   |   |  |  |  |  |  |
| 6                    | 3.1,15.4   | Criteria, sub-criteria etc. as per para 23.4 of the ITC and as follows:<br><br><table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4" style="text-align: center;">PACKAGE I - SHILLONG</th> </tr> <tr> <th style="width: 25%;">Position</th> <th style="width: 25%;">Minimum Period of field deployment in man-months</th> <th style="width: 30%;">Qualifications &amp; skills</th> <th style="width: 20%;">Experience</th> </tr> </thead> <tbody> <tr> <td>Town Planning Expert</td> <td style="text-align: center;">4</td> <td>Masters or Post graduate in Town / Urban Planning/Regional Planning/others<br/><br/>Good knowledge of land use, master plans, slum development<br/><br/>Fluent in English and good communication skills<br/><br/>GIS knowledge is desirable</td> <td>Managed at least three similar projects<br/>At least 10years experience in the Urban Sector</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | PACKAGE I - SHILLONG   |  |  |  | Position | Minimum Period of field deployment in man-months | Qualifications & skills | Experience | Town Planning Expert | 4 | Masters or Post graduate in Town / Urban Planning/Regional Planning/others<br><br>Good knowledge of land use, master plans, slum development<br><br>Fluent in English and good communication skills<br><br>GIS knowledge is desirable | Managed at least three similar projects<br>At least 10years experience in the Urban Sector |  |  |  |  |
| PACKAGE I - SHILLONG |  |  |  |  |  |  |          |  |                         |            |                      |   |   |  |  |  |  |  |
| Position             | Minimum Period of field deployment in man-months | Qualifications & skills  | Experience   |  |  |  |          |  |                         |            |                      |   |   |  |  |  |  |  |
| Town Planning Expert | 4  | Masters or Post graduate in Town / Urban Planning/Regional Planning/others<br><br>Good knowledge of land use, master plans, slum development<br><br>Fluent in English and good communication skills<br><br>GIS knowledge is desirable  | Managed at least three similar projects<br>At least 10years experience in the Urban Sector |  |  |  |          |  |                         |            |                      |   |   |  |  |  |  |  |
|                      |  |  |  |  |  |  |          |  |                         |            |                      |   |   |  |  |  |  |  |

|  |  |                |   |   |  |
|--|--|----------------|---|---|--|
|  |  | Housing Expert | 4 | <p>Post graduate degree in Engineering/ Planning / Architecture or equivalent</p> <p>Demonstrated project experience and sound understanding of PPPs and urban governance issues (legal, institutional and organisational).</p> <p>Good communication skills in English, etc.</p> <p>Sound knowledge of urban development issues</p>                              | Atleast 7 years of experience in the field of Housing Sector.  |
|  |  | PPP expert     | 1 | <p>Post graduate degree in Finance/ Economics/ Law/Business management/Engineering/ Planning or equivalent</p> <p>Demonstrated project experience and sound understanding of PPPs and urban governance issues (legal, institutional and organisational).</p> <p>Good communication skills in English, etc.</p> <p>Sound knowledge of urban development issues</p> | Atleast 7 years of experience in the field of Urban Finance and atleast 5 years of experience in the field of managing PPP projects in Urban areas.  |
|  |  | GIS Expert     | 3 | <p>Bachelors degree or higher in Planning/Engineering /Science /others</p> <p>Knowledge of major GIS software and GPS technology.</p> <p>Good communication skills &amp; understanding of English, etc.</p>   | <p>At least 7 years of experience in managing and processing of high resolution satellite data and development of urban GIS database</p> <p>Should be familiar with government procedures for procurement of satellite data.</p> |

|  |  |   |  |   |   |
|--|--|---|--|---|---|
|  |  | Social Development and Rehabilitation and Resettlement Expert | 4  | Post Graduate or Masters in Social Works/Planning.<br><br>Fluent in English and good communication skills preferably in local languages   | Should have an experience of over 7 years in R&R projects<br><br>Should have experience in training and capacity building activities for the slum dwellers.     |
|  |  | MIS Specialist  | 3  | Degree or equivalent in relevant area<br><br>Sound understanding of ULB's functioning System<br>Fluent in English language  | At least 7 years' experience in MIS in government/ULB sector<br><br>Experience with RDBMS such as Oracle and interfacing with spatial databases in GIS software |
|  |  | Community Development Assistants (x2)                         | 6 months   | Bachelor /Master Degree in Social sciences<br>Experience in dealing with community<br>Fluent in Hindi, English & the local languages  | At least 5 years experience in dealing with issues at the community / field level   |
| PACKAGE II - TURA, JOWAI, NONGSTOIN, WILLIAMNAGAR, NONGPOH, BAGHMARA, KHLIEHRIAT, MAWKYRWAT, RESUBELPARA and AMPATIGIRI. |  |   |  |   |   |
|  |  | Position  | Minimum Period of field deployment in man months | Qualifications & skills   | Experience  |
|  |  | Town Planning Expert  | 4  | Masters or Post graduate in Town / Urban Planning/Regional Planning/others<br><br>Good knowledge of land use, master plans, slum development<br><br>Fluent in English and good communication skills<br><br>GIS knowledge is desirable | Managed at least three similar projects<br>At least 10years experience in the Urban Sector  |

|  |  |                          |   |   |   |
|--|--|--------------------------|---|---|---|
|  |  |                          |   |   |   |
|  |  | Housing Expert           | 4 | <p>Post graduate degree in Engineering/ Planning / Architecture or equivalent</p> <p>Demonstrated project experience and sound understanding of PPPs and urban governance issues (legal, institutional and organisational).</p> <p>Good communication skills in English, etc.</p> <p>Sound knowledge of urban development issues</p>                              | Atleast 7 years of experience in the field of Housing Sector.   |
|  |  | Assistant Housing Expert | 8 | <p>Graduate degree in Engineering/ Planning / Architecture or equivalent</p> <p>Demonstrated project experience and sound understanding of PPPs and urban governance issues (legal, institutional and organisational).</p> <p>Good communication skills in English, etc.</p> <p>Sound knowledge of urban development issues</p>                                   | Atleast 3 years of experience in the field of Housing Sector.   |
|  |  | PPP expert               | 2 | <p>Post graduate degree in Finance/ Economics/ Law/Business management/Engineering/ Planning or equivalent</p> <p>Demonstrated project experience and sound understanding of PPPs and urban governance issues (legal, institutional and organisational).</p> <p>Good communication skills in English, etc.</p> <p>Sound knowledge of urban development issues</p> | Atleast 7 years of experience in the field of Urban Finance and atleast 5 years of experience in the field of managing PPP projects in Urban areas. |

|  |  |   |          |   |  |
|--|--|---|----------|---|--|
|  |  | GIS Expert  | 4        | <p>Bachelors degree or higher in Planning/Engineering /Science /others</p> <p>Knowledge of major GIS software and GPS technology.</p> <p>Good communication skills &amp; understanding of English, etc.</p> | <p>At least 7 years of experience in managing and processing of high resolution satellite data and development of urban GIS database</p> <p>Should be familiar with government procedures for procurement of satellite data.</p> |
|  |  | Social Development and Rehabilitation and Resettlement Expert   | 8        | <p>Post Graduate or Masters in Social Works/Planning.</p> <p>Fluent in English and good communication skills preferably in local languages</p>  | <p>Should have an experience of over 7 years in R&amp;R projects</p> <p>Should have experience in training and capacity building activities for the slum dwellers.</p>   |
|  |  | MIS Specialist  | 6        | <p>Degree or equivalent in relevant area</p> <p>Sound understanding of ULB's functioning System</p> <p>Fluent in English language</p>   | <p>At least 7 years' experience in MIS in government/ULB sector</p> <p>Experience with RDBMS such as Oracle and interfacing with spatial databases in GIS software</p>   |
|  |  | Community Development Assistants (x10)  | 6 (each) | <p>Bachelor /Master Degree in Social sciences</p> <p>Experience in dealing with community</p> <p>Fluent in Hindi, English &amp; the local languages</p>   | <p>At least 5 years experience in dealing with issues at the community / field level</p>   |
|  |  | <p>Note:</p> <ul style="list-style-type: none"> <li>• Consultants should indicate the Project Coordinator from among the experts in Form TECH- 5 and Form TECH-7.</li> <li>• Consultants should submit the CVs of the above experts only. Additional CVs submitted will not be considered.</li> <li>• Consultants to quote in their financial proposal according to the man-</li> </ul> |          |   |  |



|           |             |  |
|-----------|-------------|--|
|           |             | <p>months suggested above.</p> <ul style="list-style-type: none"> <li>• Consultants may also suggest revised inputs but should be substantiated with justifications under Comments to ToR section.</li> <li>• Consultants should be fluent in English and possess good communication skills in English, Hindi &amp; preferably local language.</li> </ul>  |
| <b>7</b>  | <b>4.1</b>  | <p>Clarifications may be requested not later than three days prior to pre proposal meeting date i.e. 25<sup>th</sup> March 2014<br/> The Director, Urban Affairs, Government of Meghalaya, Raitong Building, Secretariat Hill, Shillong-793001<br/> Phone: 0364 2210037<br/> E-mail: duashillong@yahoo.co.in</p>   |
| <b>8</b>  | <b>8.1</b>  | Proposals must remain valid 180 days after the submission date.  |
| <b>9</b>  |             | Duration of the Project– 8 months (for each package)   |
| <b>10</b> | <b>11.1</b> | Consultant to state cost in INDIAN RUPEES only   |
| <b>11</b> | <b>14</b>   | Consultant must submit the Original and Two copies of the Technical Proposal and the Original and Two copies of the Financial Proposal.  |
| <b>12</b> | <b>14</b>   | Separate Technical & Financial Proposals (package-wise) will have to be submitted as per the formats provided in the RFP Document  |
| <b>13</b> | <b>14</b>   | <p>Consultant must submit the original and two copies of the Technical Proposal, and the original and Two copies of the Financial Proposal at the following address<br/> To The Director, Urban Affairs, Government of Meghalaya, Raitong Building, Secretariat Hill, Shillong-793001 Shillong<br/> Phone:<br/> E-mail:<br/> Proposals must be submitted no later than the following date and time:<br/> Date: 4<sup>th</sup> April 2014. Time:2.00 P.M.</p> |
| <b>14</b> | <b>15.5</b> | Expected date for public opening of Financial Proposals: will be notified by the Director, Urban Affairs Department to the responsive bidders and also in the official web site of the Govt of Meghalaya.  |
| <b>15</b> | <b>15.7</b> | Quality-Cost Ratio (applicable for QCBS only): 80:20   |
| <b>16</b> | <b>16</b>   | Expected date and address for contract negotiations will be within 3 (three) months of receipt of Proposals.   |
| <b>17</b> | <b>17</b>   | Separate Contract Award and Agreement will be signed for each package.   |
| <b>18</b> | <b>17</b>   | Expected date for commencement of consulting services will be within 4 (four) months of receipt of Proposals.  |
| <b>19</b> | <b>22.4</b> | <p>The assignments are to be undertaken for the following towns:<br/> PACKAGE-I: SHILLONG.<br/> PACKAGE-II: TURA, JOWAI, NONGSTOIN, WILLIAMNAGAR, NONGPOH, BAGHMARA, KHLIEHRIAT, MAWKYRWAT, RESUBELPARA and AMPATIGIRI.</p>  |

**SECTION- 3**  
**TECHNICAL PROPOSAL – STANDARD FORMS**

LETTER OF PROPOSAL SUBMISSION

**PACKAGE NO.:**.....

[Location, Date]

To: [Name and address of Employer]

Dear Sir:

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

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

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

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

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

We remain,

Your sincerely,

Authorized signature [In full and initials]  
Name and Title of Signatory.  
Name of Firm:  
Address:

## CONSULTANT'S ORGANIZATION AND EXPERIENCE

### A - Consultant's Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. Also if the consultant has formed a consortium, details of each of the member of the consortium, name of lead members etc shall be provided]

### B - Consultant's Experience

[Using the format below, provide information on each Assignment/job for which your firm, and each partner in the case of consortium or joint venture, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/job (If possible, the employer shall specify exact assignment / job for which experience details may be submitted). In case of consortium, association of consultant, the consultant must furnish the following information for each of the consortium member separately]

1. Firm's name:

|     |  |  |
|-----|--|--|
| 1   | Assignment/job name:                       |  |
| 1.1 | Description of Project                     |  |
| 1.2 | Approx. value of the contract (in Rupees): |  |
| 1.3 | Country:                                   |  |
| 1.4 | Location within country:                   |  |
| 1.5 | Duration of Assignment/job (months) :      |  |

|      |  |  |
|------|--|--|
|      |  |  |
| 1.6  | Name of Employer:  |  |
| 1.7  | Address:   |  |
| 1.8  | Total No of staff-months of the Assignment/job:  |  |
| 1.9  | Approx. value of the Assignment/job provided by your firm under the contract: (in Rupees): |  |
| 1.10 | Start date (month/year):   |  |
| 1.11 | Completion date (month/year):  |  |
| 1.12 | Name of associated Consultants, if any:  |  |
| 1.13 | No of professional staff-months provided by associated Consultants:                        |  |
| 1.14 | Name of senior professional staff of your firm involved and functions performed.           |  |
| 1.15 | Description of actual Assignment/job provided by your staff within the Assignment/job:     |  |

Note : Please provide documentary evidence form the client i.e copy of work order, contract for each of above mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON  
COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE EMPLOYER**

**A-On the terms of reference**

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

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

[Comments here on Inputs and facilities to be provided by the Employer including administrative support, office space, Domestic transportation, equipment, data, etc.]

## FORM TECH-4

### DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

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

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing.

a) **Technical Approach and Methodology.** In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) **Work Plan.** The consultant should **propose and justify** the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) **Organization and Staffing.** The consultant should **propose and justify** the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.]

**FORM TECH – 5**

**TEAM COMPOSITION AND TASK ASSIGNMENT / JOBS**

**PACKAGE NO.:**.....

Professional Staff

| Sr. No | Name of Staff | Name of Firm | Area of Expertise | Position / Task assigned for this Job |
|--------|---------------|--------------|-------------------|---------------------------------------|
|        |               |              |                   |                                       |
|        |               |              |                   |                                       |
|        |               |              |                   |                                       |
|        |               |              |                   |                                       |
|        |               |              |                   |                                       |
|        |               |              |                   |                                       |
|        |               |              |                   |                                       |
|        |               |              |                   |                                       |
|        |               |              |                   |                                       |
|        |               |              |                   |                                       |

Note: Consultants should indicate the Project Coordinator from among the experts..



# FORM TECH – 6

## CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

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

From [Year]:                                  To Year]:

Employer:

Position held:

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

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

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

Name of Assignment / job or project:

Year:

Location:

Employer:

Main project features:

Position held:

Activities performed:

14. Certification:

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

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

Place: [Full name of authorized representative]

## FORM TECH – 7: PERSONNEL SCHEDULE<sup>1</sup>

**PACKAGE NO.:**.....

| N <sup>o</sup> | Name of Expert / Position | Professional Expert input (in the form of a bar chart) <sup>2</sup> |   |   |   |   |   |   |   |   |       |    |    |   |      | Total person-month input |       |  |
|----------------|---------------------------|---|---|---|---|---|---|---|---|---|-------|----|----|---|------|--------------------------|-------|--|
|                |                           | 1   | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10    | 11 | 12 | n | Home | Field <sup>3</sup>       | Total |  |
| 1              |                           | [Home]  |   |   |   |   |   |   |   |   |       |    |    |   |      |                          | /     |  |
|                |                           | [Field]   |   |   |   |   |   |   |   |   |       |    |    |   |      |                          | /     |  |
| 2              |                           |   |   |   |   |   |   |   |   |   |       |    |    |   |      |                          | /     |  |
|                |                           |   |   |   |   |   |   |   |   |   |       |    |    |   |      |                          | /     |  |
| 3              |                           |   |   |   |   |   |   |   |   |   |       |    |    |   |      |                          | /     |  |
|                |                           |   |   |   |   |   |   |   |   |   |       |    |    |   |      |                          | /     |  |
| 4              |                           |   |   |   |   |   |   |   |   |   |       |    |    |   |      |                          | /     |  |
|                |                           |   |   |   |   |   |   |   |   |   |       |    |    |   |      |                          | /     |  |
| 5              |                           |   |   |   |   |   |   |   |   |   |       |    |    |   |      |                          | /     |  |
|                |                           |   |   |   |   |   |   |   |   |   |       |    |    |   |      |                          | /     |  |
|                |                           |   |   |   |   |   |   |   |   |   | Total |    |    |   |      | /                        |       |  |

1. The input should be indicated individually. Consultants should indicate the Project Coordinator from among the experts.
2. Months are counted from the start of the assignment. For each expert indicate separately the input for home and field work.
3. Field work mean carried out at a place other than the expert's home office; i.e. normal place of business.



Full time input



Part time input

## Form TECH – 8: WORK SCHEDULE

PACKAGE NO.: .....

| N° | Activity <sup>1</sup> | Months <sup>2</sup> |   |   |   |   |   |   |   |   |    |    |    |   |  |
|----|-----------------------|---------------------|---|---|---|---|---|---|---|---|----|----|----|---|--|
|    |                       | 1                   | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | n |  |
| 1  |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |  |
| 2  |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |  |
| 3  |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |  |
| 4  |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |  |
| 5  |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |  |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |  |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |  |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |  |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |  |
|    |                       |                     |   |   |   |   |   |   |   |   |    |    |    |   |  |

1. Indicate all main activities of the assignment, including socio-economic surveys, infrastructure surveys, data entry, delivery of reports {e.g.: inception, interim, and final reports}, and other benchmarks such as Government approvals. For phased assignment indicate activities, delivery of reports and benchmarks separately for each phase.
2. Duration of activities shall be indicated in the form of bar chart.

## **COMMENTS / MODIFICATIONS SUGGESTED ON DRAFT CONTRACT**

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

**INFORMATION REGARDING CONFLICTING ACTIVITIES AND DECLARATION  
THEREOF**

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

If no, please certify,

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

Authorised Signature [in full and initials]

Name and Title of Signatory

Name of Firm:

Address:

## **Section 4.**

### **Financial Proposal - Standard Forms**

FORM FIN – I

FINANCIAL PROPOSAL SUBMISSION FORM

PACKAGE NO.:.....

[Location, Date]

To: [Name and address of Employer]

Dear Sir:

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

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

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

We remain,

Your sincerely,

Authorized signature [In full and initials]

Name and Title of Signatory.

Name of Firm:

Address:

**FORM FIN - 2**



## Financial Bid

**Name of the Work:** Preparation of Slum Free City plan of Action  
**PACKAGE NO.:**.....

**Time of Completion:**8 Months

| Sl no | Description of work                                | Amount in figures<br>Rs. | Amount in words |
|-------|--|--------------------------|-----------------|
|       | Preparation of Slum Free City plan of Action ..... |                          |                 |

**The rate of escalation to be adopted if the Letter of Intent is delayed by:**

a. 12 months from the date of receipt of the Bid: .....

b. 18 months from the date of receipt of the Bid: .....

**Note:** The rate should be inclusive of taxes and duties

## **SECTION 5: TERMS OF REFERENCE**

# **TERMS OF REFERENCE FOR CONSULTANTS FOR PREPARATION OF SLUM FREE CITY PLAN OF ACTION FOR TOWNS IN MEGHALAYA UNDER RAJIV AWAS YOJANA**

## **Brief Description of Task**

The purpose of this Terms of Reference is to support UAD to implement the Rajiv Awas Yojana as the Govt. of India guidelines and make cities and towns slum free.

This task focuses on: (i) Preparation of Geo-referenced City base map (**wherever applicable**) & Demarcation of Slum Boundary, (ii) Socio-economic Survey which will cover slum profile, urban poverty profile, livelihood including socio-economic profile for all slums, and (iii) Preparation of Slum-Free City Plan of Action (SFCPoA) which will broadly involve Slum Development/ Rehabilitation options and preventive strategies

## **Background**

Rajiv Awas Yojana (RAY) for the slum dwellers and the urban poor envisages a 'Slum-free India' by encouraging States/Union Territories to tackle the problem of slums in a definitive manner. It calls for a multi-pronged approach focusing on (i) bringing existing slums within the formal system with citywide similar level of basic amenities, (ii) redressing the failures of the formal system that lie behind the creation of slums, and (iii) tackling the shortages of urban land and housing that keep shelter out-of-reach of the urban poor and force them to resort to extra-legal solutions in a bid to retain their sources of livelihood and employment.

A Slum Free City Plan of Action (SFCPoA) is an important instrument and the foundation for cities to attain the objective of RAY. It is a citywide plan of action, which consists of a plan to bring about the improvement of existing slums and strategies for prevention of future slums. In doing so, the 'Slum Free City Plan of Action' takes into consideration not only the present status and priorities of slum dwellers but also the resources and capabilities of the city in improving the quality of life of the urban poor and the capacity of the urban poor to be partners in the development process.

## **Description of Task**

This task will focus on the preparation of Slum-free City Plan to bring about the improvement of existing slums and strategies for prevention of future slums.

The detailed activities to be carried out under this scope of work are as follows:

### **TASK 1: INITIATION OF SFCPoA**

1.1 Environment building through organising consultative workshops / meetings with concerned stakeholders by Consultant and NGOs to explain the objectives of RAY

1.1.1 Identification of different Stakeholders for making Slum Free City Plan of Action

1.1.2 Conduct stakeholders' workshop to present salient features of RAY, discuss programme objectives, methodology, the roles and responsibilities between State government, ULBs, Consultant, NGOs and slum communities for SFCPoA preparation

1.2 Preparation of a city profile including physical characteristics of the city, demographic, socio-economic profile, housing profile, status of physical and social infrastructure, institutional framework etc

1.2.1 Collecting, collating and analysing information on physical characteristics of the city, demographic and social profile, economic profile, housing profile, city growth patterns, physical infrastructure from reliable secondary sources such as City Development Plan / Master Plan / existing database of State Govt. / ULB. Slum location and work centre relationship.

1.2.2: Reviewing the existing policies (including tenure rights in state /etc), programmes and projects related to Slums and Housing

1.2 3: Reviewing the existing institutional set-up for slum improvement programmes and projects

1.2 4: Demonstrating and sharing information on the above with key stakeholders.

### **1.3 Piloting**

The Consultant will agree the location and methods (including number of slum pockets for survey) of the piloting with UAD / ULB . The Pilot should cover at least 5 percent of the total slum pockets prioritized and agreed with UAD / ULB. The pilot will include but is not limited to peer and cognitive (including language) pre tests of all instruments, and piloting the assignment of identification numbers, interviews, quality assurance, survey administration and data management tasks. The Consultant will provide a report on findings and recommended changes and will agree with UAD / ULB for any refinements to the survey method and instruments. Following piloting, agreed amendments to the questionnaire and methodology, quality assurance programme, data management procedures and training of surveyors, the household survey will be conducted in the language of choice of the householder

## **TASK 2: ASSESSMENT OF PRESENT STATUS OF SLUMS**

### **2.1.1 Prepare an updated List of Slums**

The preparation of an updated list of slums should be done in close consultation with the concerned stakeholders. The list of slums should be comprehensive including all the pockets of slums as per the definition under the scheme and should include all existing slums, notified or non-notified, on lands belonging to State/Central Government, Urban Local Bodies, public undertakings of State/Central Government, any other public agency and private land. Site verifications will be required for ensuring complete coverage and accuracy

### **2.1.2 Prepare Geo Referenced Base Map for the “planning area”, wherever applicable**

The basic requirement to starting the slum socio-economic survey is to have a base map at a suitable scale for the “planning area”. The preparation of geo-referenced base map should be

done using the latest technology such as high-resolution satellite imageries and **Differential Global Positioning System**.

Consultants will collect existing base maps, Survey of India topo-sheets, Cadastral maps, slum maps in soft copy and hard copy including zone / ward boundary available with various agencies. In case such maps / spatial data (which meet the technical requirements specified by the Technical Committee at the National level<sup>1</sup>) already exist for portions of urban agglomeration or planning area, then these will need to be brought onto a common platform and integrated in GIS. The usability and accuracy / reliability of existing maps / spatial data would need to be checked through ground truthing exercises while integrating them.

### **2.1.3 Demarcation of Slum boundaries on the GIS Base Map, wherever applicable**

After finalisation of the updated slum list, each slum will be marked on the city base map based on satellite image and using GPS. The slum boundaries would then need to be cross -checked in the field along with the involvement of local community.

The slum boundary layer should indicate the code numbers of all the slums. After demarcation of all the slum boundaries in GIS interface, a 3 (three) digits Slum Code needs to be entered in the attribute field of Slum Boundary layer. This 3 (three) digit code should be the same as the slum codes to be given / already given in the NBO format (Slum Profile Annexure I Part C) for socio-economic surveys, which will be used as common reference point for integration of socio-economic data and GIS data at slum level.

### **2.1.4 Identify and mark vacant lands on the GIS Base Map, wherever applicable**

The identification of vacant lands includes the preparation of an updated list of vacant lands and their ownership as per land records/Revenue department. These vacant lands offer possibilities for accommodating slum population in a zone / ward within the same area. The areas of vacant lands will have to be cross-checked at a later stage as to their appropriateness and adequacy to house the existing slum population and accommodate the expected increase in population.

### **2.1.5 Conduct Socio-economic Surveys of Slum Pockets**

Data with respect to slum profile, livelihood profile including detailed socio-economic household surveys, will be collected for all slums as per the guidelines circulated by NBO (USHA format), Mo/HUPA.

The process which is to be followed in this regard is explained below:

#### **(a) Initiate Socio-Economic Surveys**

The environment for the survey needs to be created by organising a workshop with all concerned stakeholders like elected representatives, NGOs and CBOs to explain the objective of the slum survey.

#### **(b) Conduct Socio-economic Survey:**

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<sup>1</sup> Report on Sub-Committee 1 on GIS Mapping, MIS development and Integration of MIS and GIS, MHUPA

The socio economic survey of the slums involves following steps:

**i. Rough Mapping and Household Surveys**

Each building or structure along with its identification number (unique ID) will be approximately marked onto the printed version of City base map. These rough maps of each slum pockets will identify the number and approximate locations of tenements, and give unique house numbers and generate a list of the head of the occupant household. Other community facilities like balwadis, primary schools, primary health care centers (PHC), community work spaces/ home based commercial activities, social development infrastructure like community halls, night shelter etc, toilets, water supply, road connectivity, sewerage, provision of waste disposal etc, will also be marked on the rough map of each slum pocket. The Consultant should ensure that the selected agency / lead NGO/empanelled NGO or the CBO representatives assisted by the identified community leaders/volunteers mark the doors of the existing houses with unique house numbers. Once rough mapping is done, the numbers are matched with rough maps, the final house numbers are to be painted on the doors. This rough mapping will need to be validated by the community.

**ii. Quality Assurance / Quality Control**

The assessment of the quality indicators on an ongoing basis during the course of the entire survey is essential. It is important to document critical issues in a systematic manner in terms of both qualitative reports and quantitative indicators (namely, response rates, missing data proportions, test reliability through random checks etc) which would give essential information about the quality of a survey.

**iii. Data Entry, Data Compilation, Verification and Validation**

Data entry, data compilation, collation and analysis processes will take place simultaneously at the ward / zone level for all the information generated in the slum surveys. In this way, standard routine checks can be easily conducted. Any errors found can then be dealt with while the survey is in progress in the field. Data entry should be carried out in the slum MIS format of MoHUPA. After data entry of the survey and compilation of the information it should be presented before the slum community, for ratification to ensure that no households are left out in the survey process and the data collected is accurate.

**2.1.6 Integration of Spatial data (GIS Map layer) and Socio-economic Information to create GIS enabled Slum MIS, wherever applicable**

Integration of GIS with slum MIS means matching the common parameters (fields) from the attribute of the spatial data (Map) with MIS based common fields. This would enable the viewing of the integrated data and the preparation of the reports. This 3 digit code should be the same as the slum codes already given in the NBO format during socio-economic survey. The attribute tables associated with the GIS layers of geo-referenced city base map will then be integrated with Slum MIS at slum, zone / ward and city level base maps on GIS platform. The GIS enabled MIS will then be used for the preparation of SFCPoA (i) to integrate spatial and non-spatial information and (ii) to produce 'easy-to-understand' outputs in the form of maps.

## **2.2 Categorization of Slums based on Tenability Analysis**

### **2.2.1: Prepare a List of Tenable, Semi-tenable and Untenable Slums**

All listed slums should be categorized as tenable, semi-tenable or un-tenable in order to determine development options i.e. whether planned service provision will be undertaken through in-situ up-gradation /redevelopment or resettlement. These categories of slums would also be marked on the GIS Base Map.

### **2.2.2 Verify Tenable, Semi-tenable and Untenable Slums**

The physical verification of all tenable, semi-tenable and untenable slums should be done with the involvement of NGOs, community and elected representatives. The final listing of tenable, semi-tenable and untenable slums should be done only after the physical verification as well as cross verification with the current approved master plan.

### **2.2.3: Review and Discuss Possible Actions for Semi-tenable Slums with Competent Authority and Preparing Final List of Tenable and Untenable Slums**

A detailed analysis of semi tenable needs to be undertaken. Final list with only two clear categories of Tenable and Untenable slums should be made after considering the various possible actions. The semi tenable should either be categorised as Tenable or Untenable.

## **2.3: Prioritization of Tenable Slums based on Infrastructure Deficiency and Vulnerability**

### **2.3.1: Calculate Infrastructure Deficiency and Degree of Vulnerability for all Tenable Slums**

The preparation of infrastructure deficiency and vulnerability matrix for all tenable slums will be done based on the data obtained on infrastructure, housing condition and BPL population from socio-economic surveys (Refer to NBO format). The following parameters may be considered for calculating and analysing the infrastructure deficiency and level of vulnerability in all tenable slums. However, cities/States could develop their own criteria based on this guidance.

#### ***Infrastructure Deficiency Parameters***

- i. Percentage of households not covered with piped water supply
- ii. Percentage of households not covered with individual toilets
- iii. Percentage of length not covered with pucca drains
- iv. Percentage deficiency of pucca road, narrow access( <3m)
- v. Percentage of road length without street lights
- vi. Percentage of households without access to improved way of disposal of grey water

**(A) Poverty and Vulnerability Parameters**

- i. Housing condition based on structural condition (Pucca, Semi-Pucca and Kaccha)
- ii. Below the Poverty Line (BPL) Population, SC/ST population

**2.3.2: Scoring, Ranking and prioritizing all Tenable Slums**

Consultants will prepare a matrix scoring will provide a way to score and compare different things against the same criteria. Slum settlements will be given scores for each of the indicators. The average scores for vulnerability and infrastructure deficiency will then be determined separately and clustered into different ranges representing the worst, average, and best slum settlements. These ranges will be used to rank slum settlements according to vulnerability and infrastructure deficiency and represent them on a simple matrix format.

**2.3.3 Prioritizing Untenable Slums.**

Untenable slums needs to be prioritized based on degree of environmental risk, willingness of the slums to shift out. The Consultant should consult with the ULB, other competent authority, ward councilors and the slum community before finalizing this list.

**TASK 3: FORMULATION OF SLUM DEVELOPMENT OPTIONS**

3.1: Detailed Analysis of Prioritized Slums

**3.1 1: Analysis of Prioritized List of Tenable Slums**

All prioritized tenable slums will further be analyzed against criteria such as land values, land ownership, tenure status and dwelling unit density. All these components need to be mapped on the GIS base map.

**3.1.2: Analysis of Prioritized List of Untenable Slums.**

All prioritized untenable slums will be analyzed against criteria such as land ownership and land availability, location in relation to existing employment and services, access to transport nodes and routes. This needs to be done mainly through a transparent and consultative process involving the local slum communities, NGOs and other concerned stakeholders.

3.2: Formulation of Development Options for all Slums

**3.2.1: Formulate Development Options for Tenable and Untenable Slums**



Based on the analysis done as above, a participative process will need to be undertaken with slum communities with the assistance from NGOs, CBOs active in the area to arrive at possible development options.

The options shall be developed keeping in view the above broad principles and would fall in the following categories.

- **Slum Up-gradation** which shall be encouraged as the programme of choice.
- **In Situ Slum Re-Development:**
- **Slum Resettlement:** Relocation of untenable slums if absolute necessary, will be to the extent possible or feasible within the same zone / ward or the adjoining ward/zone vacant pockets or existing low density slums keeping in mind their relation to employment centres.

### **3.2.2: Discuss and share the above finding with concerned stakeholders.**

## **TASK 4- ANALYSIS OF THE EXISTING HOUSING MARKET (SHORTAGE, LIKELY FUTURE GAPS, SUPPLY AND DEMAND)**

### 4.1: Assessment of Housing Supply Trends for the urban poor

#### **4.1.1: Collection of Data on Past Housing Supply Trends in both Rental and Ownership Categories**

In order to understand the housing market for the urban poor, the first step would be to understand the supply mechanisms and trends. For this, the past housing supply trends for the urban poor needs to be analysed. This data could be collated through a combination of secondary sources as well as primary level interaction with the stakeholders viz. public housing agencies, co-operatives and private agencies providing affordable housing, real estate umbrella organisations like AREIDA/CREDAI/NARDECO etc. The supply should be categorized between rental and ownership to understand the rental housing stock trends.

#### **4.1.2: Review the Rental Housing Supply and Demand Market for the Urban Poor**

The quantitative estimate of the rental housing market done above also needs qualitative assessment in terms of the level of basic services provided in these settlements and the quality of construction of the dwelling units. A study of the demand side of the rental housing market needs an assessment of the migrants and nature of migrants to the city in terms of (i) long term migrants (ii) seasonal migrants (iii) employer tied migrants and the proportion of each of these in the total rental housing market in the planning area.

#### 4.1.3 Proposed rental housing schemes to cater to the needs of migrant and other urban poor.

Such rental housing schemes can be proposed in vacant lands belonging to the ULB, the State Govt. and Pvt. Land with consent of the land owner in PPP mode.

#### 4.2: Assessment of Existing and Likely Future Housing Shortage

##### 4.2.1: Estimation of Existing Housing Shortage

A simple and quick indicator of the housing shortage for the City/planning area could be developed based on quantitative data on the housing stock and number of households obtained from the census data.

**Housing Shortage (2011) = Total Number of Households- Total Acceptable Housing Stock**

##### 4.2.2: Assessment of Past Trends in Housing Shortage

The decadal housing shortage for the last 3-4 decades could then be estimated based on the above formula from the previous census data.

##### 4.2.3: Estimating likely Future Housing Shortage assuming Business as Usual Scenario

The likely future housing shortage assuming business as usual scenario could then be estimated using growth trends in housing shortage arrived at in activity 4.2. above. The future housing shortage for the next ten years could be obtained from this and broken down into annual housing shortage.

#### 4.3: Identification of Supply and Demand Constraints in Housing for Urban Poor

After assessing the housing shortage, the next step in framing the Preventive Strategy is to identify the reasons for this shortage in terms of constraints from both supply side as well as the demand side. The Supply side constraints could be with respect to land supply and availability, time consuming land use approval processes, constraining building rules etc. The Demand side constraints would be particularly with respect to the availability of housing finance and credit and prevailing economic condition of the population.

##### 4.3.1: Review the approvals and development permission processes

Often the process for development permissions and land use conversions if required is time consuming and tends to constrain the supply of land. The approvals including the environmental clearances for layouts and units takes long times. Hence this process needs to be reviewed. This can be done through a review of the existing town planning rules and relevant acts and procedures in consultations with the development authorities and town planning organizations.

##### 4.3.2: Review the municipal building rules to arrive at the minimum cost of a affordable housing unit and a affordable housing layout.

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# Acceptable Housing Stock= Pucca, Semi Pucca and Serviceable kutchra

The existing municipal building rules need to be reviewed with respect to the minimum cost of a basic affordable dwelling unit. The building rules like minimum road widths, set back regulations, minimum plot size, parking requirements, minimum room area and minimum dwelling unit size, density and FAR needs to be reviewed Based on these parameters the minimum cost of an affordable housing unit needs to be calculated.

Further the planning parameter for a layout needs to be reviewed with reference to the mandatory land use provisions. (for example for an affordable housing layout there could be exemptions in certain norms, like road widths, parking requirements, decrease in land reserved for commercial use, open spaces, increased land for residential use etc. for urban poor for the purpose of projects under RAY)

#### **4.3.3: Identify the availability of suitable land for expansion of formal housing supply and estimation of the land available to accommodate the estimated likely housing gap**

Vacant land identification has already been dealt with in the previous section, data from this has to be culled out and the availability of trunk infrastructure along these lands needs to be ascertained and superimposed on this to arrive at vacant land available with trunk infrastructure. Further, the land use zones for these vacant land pockets could be marked on the GIS base map, to understand the availability of residential usable land available and the feasibility of land use conversions for non-residential uses, for creation Hence the spatial representation on the GIS base map should include

1. Vacant land, with trunk infrastructure and residential zoning
2. Vacant land with trunk infrastructure and non-residential zoning of affordable housing stock.

#### **4.3.4: Evaluation of the housing finance system with respect to the availability of housing credit for urban poor.**

An evaluation of the demand side constraints, with particular reference to the availability of housing credit options for the urban poor is required to be done. This requires a scanning of the formal housing finance system including micro financing institutions.

#### **4.3.5: Discuss and share findings viz. housing shortage, supply trends, supply and demand constraints with concerned stakeholders**

There needs to be a stakeholder workshop held at this point to discuss and validate the findings related to housing shortage, supply trends, supply and demand constraints. The stakeholders invited for this exercise could typically comprise of public housing agencies, co-operative housing agencies, employee housing agencies, industrial estate owning agencies, private developers engaged in affordable housing, local AREIDA/CREDAI/NAREDCO officers, bankers, micro finance institutions, ULB functionaries, District administration officials, Govt. deptt.s relating Housing, Housing Board, academic bodies and other relevant stakeholders deemed fit. The possible quantum of housing supply that can be delivered by these agencies in future also needs to ascertain at this stage to help in the formulation of supply strategies.

## **TASK 5: FORMULATION OF FUTURE SUPPLY OPTIONS AND POLICY REFORMS**

### 5.1: Formulation of Housing Supply Options

#### **5.1.1: Formulate supply options catering to the likely estimated future housing gaps.**

The estimated future housing shortage needs to be tackled for which possible supply options need to be worked out based on the identified supply trends and possible innovations to increase this. The future growth trends of the city which have emerged from an assessment of the city profile right at the beginning of the planning process as well as interrelationship between slum and their work centres, will need to be taken into account while formulating future affordable housing supply patterns.

The total quantum of housing shortage needs to be distributed among the potential suppliers like public housing agencies such as housing boards, private developers engaged in provision of affordable housing,<sup>2</sup>co-operative housing agencies (if they are present), Industrial houses, PSUs, Railways, Govt./Pvt.Construction depts./Establishment, and companies which engage in provision of employee housing.. The approximate cost of these supply options also need to be estimated.

#### **5.1.2: Frame an Innovative Pilot project.**

An innovative pilot project utilising some of the suggested frameworks of public private partnerships for creation of affordable housing may be formulated by the ULBs and submitted to MoHUPA while preparing the SFCPoA.

### **5.2: Frame Policy Reforms**

#### **5.2.1: Frame Supply Side Policy Reforms and Interventions**

Policy Reforms need to address the constraints identified in (i) approvals and development permissions processes (ii) Building Byelaws constraints at the dwelling unit and layout level. (iii) Land supply constraints.

#### **5.2.2: Frame Demand side policy reforms.**

Policy reforms to improve credit linkages for the urban poor need to be framed following some of suggestions in the RAY guidelines with reference to the shelter fund and ISHUP schemes.

## **TASK 6: INVESTMENT REQUIREMENTS AND FINANCING PLAN**

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<sup>2</sup> public-private partnerships on the lines of the Rajasthan model or Bengal Ambuja partnership model may also be explored.

## 6.1 Estimation of Investment Requirements

### **6.1.1: Projection of Investment Requirements including other associated Operation and Maintenance Cost:**

Accurate assessment of investment requirements and devising a suitable financing strategy are the key components of any sustainable slum rehabilitation program. Implementing bodies must recognize and measure the various costs of developing infrastructure and housing, including the costs for subsequent maintenance

The cost components include:

*Infrastructure:* Cost of infrastructure development/up-gradation including water supply, sewerage, storm water drainage, solid waste management, roads & drainage, street lights, etc.

*Social infrastructure:* Cost for the social infrastructure (like community halls, Balwadi / School, common toilet & bath etc. Market/ Shopping, Play area/ park and parking) should also be calculated in a similar manner prescribed above.

*Housing:* Construction Costs would need to be arrived from the various components that are proposed to be implemented and would vary depending on the development option identified.

#### **Other costs**

*Administrative overheads and engineering design:* In addition to the cost of infrastructure, calculated at the current market prices, a reasonable cost should also be estimated for administrative overheads and engineering design.

*Land:* There should not generally be any cost for land unless the land needs to be purchased/ acquired for the scheme implementation, where necessary.

*Operation & Maintenance Costs:* Costs for O&M of assets created under RAY is permissible. This has been fixed at 2% of the approved project cost of which the Central share would be 50% i.e 1% of the approved project cost.

### **6.1.2: Assess investment requirements for creating new affordable housing stock including rental housing etc**

The total investment requirement for creating affordable housing supply including rental housing to address the estimated future housing shortage as worked out in the preventive section needs to be brought within the overall investment framework.

### **6.1.3: Summarise Investment Estimates under 6.1.1 & 6.1.2.**

Investment requirements for phased implementation programme will be presented.

## 6.2: Financial Planning for Implementation of Slum Improvement and Prevention Strategy

## **6.2.1: Listing of Resources Available – GoI, State Level and beneficiary contribution**

### ***GOI Contribution***

RAY scheme guidelines stipulate that, fifty percent (50%) of the cost of provision of basic civic and social infrastructure and amenities and of housing, including rental housing and transit housing for in-situ redevelopment in slums, would be borne by the Centre. However, for the North Eastern and Special Category States the share of the Centre would be 90% including the cost of land acquisition, if required.

The Central share would be available as per milestones set out in Memorandum of Agreement (MoA). GoI would also extend overall support to the implementation of the SFCP which would include (a) Technical guidance and assistance to the States/cities and funds for preparatory activities (b) Supporting community education/mobilisation through engagement of non-governmental organizations

### ***State Contribution***

The decision would be left to the State/UT as to the sharing of the amount given by the Centre as explained above, between infrastructure costs and shelter subsidy, and the means of raising their matching share. However, it is mandated that state share should be a minimum of 20% of the cost of provision of infrastructure and civic amenities, to ensure their financial and monitoring stake in the works.

### ***Beneficiary Contribution:***

In order to ensure beneficiaries interest, financial contribution by the beneficiaries is critical. The share of beneficiary contribution in housing is proposed to be a minimum of 12% of total cost (10% in case of SC/ST/BC/OBC/PH/BPL and other weaker sections). As per RAY guidelines no contribution from the beneficiaries is expected in infrastructure improvements.

The ability of these beneficiaries to access formal affordable credit in case of housing is difficult; hence enabling structures/frameworks would need to be evolved. The beneficiaries would need to actively participate in the process of accessing formal credit. Options such as aggregation of loans to a community of beneficiaries wherever feasible, should be examined and encouraged.

### ***ULB Contribution***

The remaining share would have to be arranged by the ULBs out of its resources. ULBs would need to continue fiscal reforms that have already been initiated under JNNURM and other schemes. Approach to financing of the ULB contribution will be a combination of initiatives that ring-fence and maximise internal accruals, and developing a framework for sustainable community participation.

## **6.2.2: Identification of Gaps between Resources Available and Investment Requirements**

ULBs could undertake financing of its share from the internal earmarking to the proposed non-lapsable BSUP funds for providing services to the urban poor. Other option could be unlocking alternate revenues using land based instruments such as FSI, TDR, monetization of land etc. The revenue streams would be matched with investment requirements

### **6.2.3: Development of Financial Plans indicating year wise Allocations and Sharing Pattern**

The phased financial projections would then be compared with the investments to assess the adequacy. In case the finances are inadequate, the investments would need to be reassessed for phasing and prioritization.

## **TASK 7: INSTITUTIONAL ARRANGEMENTS FOR IMPLEMENTATION OF SFCPOA**

7.1: Preparation of an Indicative Implementation Mode and Definition of Roles and Responsibilities of Institutions for Implementation

### **7.1.1 Prepare Indicative Implementation Modes through Consultative Process.**

The implementation modalities for implementing the various projects would need to be worked out. This needs to be done in consultation with the community.

### **7.1.2: Define Roles and Responsibilities of Institutions related to Planning, Implementation and Post Implementation**

## **TASK 8: FINALISATION OF SFCPoA**

### **8.1 Stakeholders' Consultation to present and discuss the draft SFCPoA**

#### **8.1.1 Inviting all the Concerned Stakeholders**

A comprehensive list of all stakeholders as identified from the inception of the exercise needs to be drawn up. UAD / ULB will send out invitations to all stakeholders for a participative workshop to discuss the draft SFCPoA.

#### **8.1.2: Presenting the Draft SFCPoA to Stakeholders**

The draft SFCPoA needs to be presented in detail to the concerned stakeholders. This consultation is aimed at eliciting views and suggestions on the draft SFCPoA through an organized mechanism from different stakeholders. The suggestions need to be documented and appropriate changes need to be incorporated in the SFCPoA.

### **8.2 Presentation of the Draft SFCPoA to CSMC Sub-Committee**

### **8.3 Outcome and Deliverables**

| S. No. | Report  | Time Period | Contents  |
|--------|---|-------------|---|
| 1      | Inception Report  | End week 8  | <p><b>Tasks 1</b></p> <ul style="list-style-type: none"> <li>• Brief of existing situation based on secondary information</li> <li>• Collection of maps available with UAD / ULB and other concerned departments</li> <li>• Identification of different stakeholders for preparing slum free city plan</li> <li>• Documentation of first stakeholder workshop</li> <li>• Institutional mechanism formed for stakeholder's participation in implementation of RAY</li> <li>• City Profile as required in the tasks above</li> <li>• List of institutions engaged in slum improvement / housing development</li> <li>• Status report on effectiveness of policies, programmes &amp; projects related to slum development and housing prepared</li> <li>• It is expected that at this stage the pilot surveys of priority slums will have been completed</li> <li>• Report of piloting exercise including any changes proposed for questionnaire and survey method. Pilot for Inception phase must cover all the 3 components of Part C.</li> <li>• Summary of findings of pilot surveys</li> <li>• Procurement of latest satellite images of urban area including <ul style="list-style-type: none"> <li>• Planning area / urban agglomeration area</li> </ul> </li> <li>• Highlight any changes in ToR &amp; questionnaire to be agreed</li> <li>• Any issues arising</li> </ul> |
| 2      | Approval of Report on Geo-referenced base map, slum mapping, socio-economic surveys | End week 12 | <p><b>Task 2.1</b></p> <ul style="list-style-type: none"> <li>• Digitised base maps showing location of slums and vacant lands in each ward / zone.</li> <li>• Demarcation of all updated list of slums on GIS base map</li> <li>• Slum Survey / Profile linked with GIS map</li> <li>• Household Poverty Survey / Profile</li> <li>• Rough mapping at household level (scanned map of each slum hyperlinked with survey data in soft copy)</li> <li>• Livelihood Survey /Profile</li> <li>• Output tables &amp; reports</li> </ul>   |
| 3      | Approval of Report on Categorisation and Prioritisation                             | End week 16 | <p><b>Task 2.2 &amp; 2.3</b></p> <ul style="list-style-type: none"> <li>• Analysis of spatial and socio-economic data of all slums</li> <li>• Categorisation of slums - tenable, semi tenable and untenable slums</li> <li>• Graphic overview of slums under different categories in</li> </ul>   |



|   |  |             |   |
|---|--|-------------|---|
|   | n of Slums   |             | <p>GIS</p> <ul style="list-style-type: none"> <li>• Matrix for all tenable slums based on degree of infrastructure deficiency and vulnerability and their prioritisation</li> <li>• Untenable slums analysed against criteria such as land ownership and land availability, location in relation to existing employment and services, access to transport nodes and routes and their prioritisation</li> <li>• Final GIS database showing all slums linked with the slum MIS.</li> <li>• Comprehensive updated data of slums</li> <li>• Graphic overview of prioritised tenable and untenable slums</li> </ul>  |
| 4 | Approval of Report on Slum Development Options                       | End Week 18 | <p><b>Task 3</b></p> <ul style="list-style-type: none"> <li>• Analysed list of slums for tenable and untenable slums with respect to defined criteria</li> <li>• Development options for each category of slums (in-situ up gradation, in-situ redevelopment and relocation)</li> </ul>   |
| 5 | Approval of Report on Preventive Strategy and Housing Supply Options | End week 20 | <p><b>Tasks 4 &amp; 5</b></p> <ul style="list-style-type: none"> <li>• Housing supply trends for the urban poor along with spatial distribution</li> <li>• Quantitative and qualitative assessment of rental housing market</li> <li>• Existing Housing shortage</li> <li>• Likely future housing shortage</li> <li>• Land availability for future housing.</li> <li>• Constraints in transaction processes.</li> <li>• Housing credit options for the urban poor</li> <li>• Documented feedback and appropriate inclusion in SFCPoA</li> <li>• Housing Supply Options for the next 5 years</li> <li>• Policy Reforms on the Supply side.</li> <li>• Policy Reforms on the demand side with particular reference to improving credit linkages for the urban poor</li> </ul> |
| 6 | Approval of Draft Slum-free City Plan                                | End week 22 | <p><b>Tasks 6 &amp; 7</b></p> <ul style="list-style-type: none"> <li>• Total Investment requirements for implementation of SFCPoA</li> <li>• Resources listed, gaps identified.</li> <li>• Financing strategy</li> <li>• Implementation modes prepared</li> <li>• Institutions identified, their roles and responsibilities defined</li> </ul>  |
| 7 | Approval of Final Report   | End week 24 | <p><b>Task 8</b></p> <ul style="list-style-type: none"> <li>• Stakeholders' Consultation to Present and Discuss the Draft SFCPoA</li> <li>• Incorporating CSMC Sub-Committee's feedback and comments on the draft SFCPoA</li> </ul>   |

|  |  |  |   |
|--|--|--|---|
|  |  |  | <ul style="list-style-type: none"> <li>Finalisation of the SFCPoA.</li> </ul> |
|--|--|--|---|

## 9.0 Payment Schedule

The consultant invoice will be supported by the Time Sheets at each stage of payment, duly approved by the **Director, UAD, Meghalaya..**

| <b>S. No.</b> | <b>Milestone Linked Payment</b>   | <b>Percent to Total</b> |
|---------------|---|-------------------------|
| 1             | Approval of Inception Report including pilot  | 10                      |
| 2             | Approval of Report on completion of Geo-referenced base map, slum mapping, socio-economic surveys | 20                      |
| 3             | Approval of Report on Completion of Categorisation and Prioritisation of Slums                    | 10                      |
| 4             | Approval of Report on Slum Development Options  | 10                      |
| 5             | Approval of Report on Preventive Strategy and Housing Supply Options                              | 10                      |
| 6             | Approval Draft Slum-free City Plan  | 20                      |
| 7             | Approval of Final Report  | 20                      |
|               | <b>Total</b>  | <b>100</b>              |

# ATTACHMENT

**Contract for Consultants' Services:**  
**Preparation of Slum Free City Plan of Action under Rajiv Awas**  
**Yojana for .....**

**Between**

**Urban Affairs Department, Government of Meghalaya**

**And**

.....

**Dated: \_\_\_\_\_,**

**I. Form of Contract**

THIS AGREEMENT (herein called the “Contract”) is made on the \_\_\_\_\_ day of

BETWEEN:

Urban Affairs Department , Government of Meghalaya having its office at **Raitong Building, Secretariat Complex, Shillong** hereinafter referred to as “The UAD” (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors in office and assigns) of the FIRST PART;

AND

.....having its having its registered office at .....(India) hereinafter referred to as “The Agency” (Which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors in office and assigns) of the SECOND PART;

**WHEREAS**

a) The UAD is desirous that the Agency should carry out preparation of Slum-Free Plan of Action in Shillong city at the state of Meghalaya. For the purpose, the UAD floated Request for Proposal (RFP no:- .....)

b) The Agency, represented to the UAD that it has the required professional skills, and personnel and technical resources, and has agreed to provide the services on the terms and conditions set forth in this Contract;

**NOW, THEREFORE, IT IS HEREBY AGREED** between the parties as follows:

- a) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP.
- b) The following documents in relation with RFP issued for selection of Agency shall be deemed to form and be read and construed as part of this Agreement viz:

The General Conditions of Contract;

The following Appendices

Appendix A: Description of Services (terms of Reference)

Appendix B: Reporting Requirements

Appendix C: Staffing

Appendix D: Cost Estimates and Payment Schedule

Appendix E: Duties of the “Employer”

- (c) The Consultant shall start the Services on \_\_\_\_\_ 2014 (‘the Start Date’) and shall complete them by \_\_\_\_\_2015 (‘the End Date’) unless this Contract is terminated earlier in accordance with its terms and conditions.
- (d) Payments under this Contract shall not, in any circumstances, exceed INR. ....inclusive of all applicable government taxes – national and state, as applicable (‘the Financial Limit’).
- (e) The mutual rights and obligations of the UAD and the Agency shall be as set forth in the Contract, in particular:
  - (i) The Agency shall carry out the services in accordance with the provisions of the Contract;
  - (ii) The Agency shall provide professional, objective and impartial advice and at all times hold the UAD’s interest paramount, strictly avoid conflicts with other assignments/ jobs, downstream projects or their corporate interests and act without any consideration for future work; and
  - (iii) The UAD shall make payments to the Agency in accordance with the provisions of the contract.
  - (iv) Time shall be of the essence as regards the fulfilment by the Consultant of its obligations under this Contract.

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

Signed By

In Presence Of

- 1)
- 2)

- 1. For and on behalf of the **Urban Affairs Department**

Director  
Urban Affairs Department

In Presence Of

- 1)
- 2)

- 2. For and on behalf of each of the member of the Consultant

[.....]

[.....]

## II. GENERAL CONDITIONS OF CONTRACT

### 1. General provisions

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

- a) “Bidder” means Consultancy firm/Agency/Institutions/NGO who submits Proposal in response to RFP Document.
- b) “Committee” means Committee Constituted for Evaluation of Proposals.
- c) “Contract” means the Contract executed between Urban Affairs Department and Consultancy firm/Agency/Institutions/NGO for Preparation of Slum GIS based Slum free plan of action along with the entire documentation specified in the RFP.
- d) “UAD” means Urban Affairs Department, Government of Meghalaya, Shillong.
- e) “GCC” mean General Contract Conditions.
- f) “ITC” means Instructions to Consultant.
- g) “RFP” means Request for Proposal.
- h) “Last Three Financial Years” means the FY ending on 31st March, 2010, 2011, 2012 (FY; 2009-10, 2010-11& 2011-12).
- i) “Personnel” means Professional and Support Staff.
- j) “Proposals” means proposal submitted by Bidders in response to the RFP issued by the Urban Affairs Department.
- k) “Services” means the work to be performed by Firm/ Company/Agency/Institution in pursuant to this RFP and to the contract executed between the parties.(**Appendix – A**)
- l) “TOR” means Terms of Reference.

## **1.2. Application**

These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the Contract Agreement, the interpretation of the UAD shall be final and binding.

## **1.3. Relationship between the Parties**

Nothing mentioned herein shall be construed as relationship of Master and Servant or of Principal and Agent as between the UAD and the Agency. The Agency subject to this contract for selection has complete charge of its personnel in performing the services under the Project from time to time. The Agency shall be fully responsible for the services performed by it or any of its personnel on behalf of the Agency hereunder.

## **1.4. Standards of Performance**

The Agency shall perform the services and carry out its obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Agency shall always act in respect of any matter relating to this contract as faithful advisor to the UAD. The Agency shall always support and safeguard the legitimate interests of UAD, in any dealings with the third party. The Agency shall abide by all the Provisions/Acts/Rules etc. of Information Technology and copyright laws applicable in India. The Agency shall conform to the standards laid down in the RFP in totality.

## **1.5. Agency's Downstream Business Interest**

The Agency shall not be eligible to bid for the activities relating to the implementation of this project. Further, the Agency shall give a declaration that they do not have any interest in downstream business, which may ensue from the RFP prepared through this assignment.

## **1.6. Agency's Personnel**

- a) The Agency shall deploy and provide qualified and experienced personnel as mentioned in the TOR.
- b) Except as the UAD may otherwise agree, no changes shall be made in the Key Personnel if, for any reason beyond the control of the Agency, it becomes necessary to replace any of the Key Personnel, the Agency shall forthwith provide, as a replacement a person with equivalent or better qualifications after written intimation to UAD.
- c) If the UAD finds that any of the Personnel have (I) committed serious Misconduct or has been charged with having committed a criminal action, or (II) have reasonable cause to be dissatisfied with the performance of any of the personnel, then Agency shall at the written request of UAD specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Director; UAD.
- d) The Agency shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.



e) The agency/consultant must have a local presence by way of an office establishment during the entire period of implementation of the project. There must be presence of the team leader or responsible official for decision taking throughout the term of the project.

### **1.7. Applicable Law**

Applicable Law means the laws and any other instruments having the force of law in India as may be issued and enforce from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Meghalaya.

### **1.8. Intellectual Property Rights**

No services covered under the Contract shall be sold or disposed by the Agency in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien.

The Agency shall indemnify the UAD from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Agency, the UAD shall be defended in the defence of such proceedings.

### **1.9. Governing Language**

The Contract shall be written in English Language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

### **1.10. Performance Bank Guarantee (PBG)**

- a) Within 7 days of notifying the Acceptance of Proposal for the award of contract, the Agency shall furnish a Performance Security Bank Guarantee valid up to one month beyond the schedule closing date of the Contract, as per Annexure A, amounting to 10 % of the total awarded amount of the project for the entire contract period as its commitment to perform services under the contract.
- b) Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG.
- c) The PBG shall be released immediately after expiry of contract provided there is no breach of contract on the part of the Agency.
- d) No interest will be paid on the PBG.

### **1.11 Fraud and Corruption**

**1.11.1 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, noncompetitive 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;

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

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

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

#### **1.12 Delays in Performance:**

a) The Agency shall perform the tasks under the project in accordance with the activity schedule specified by the UAD as per TOR.

b) An unexcused delay by the Agency in the performance of its Contract obligations shall render the Agency liable to any or all of the following sanctions:

i. Forfeiture of its performance security

ii. Imposition of liquidated damages

iii. Termination of the contract for default

c) If at any time during the performance of the contract, the Agency encounters conditions impeding timely completion of the services under the contract and performance of services, the Agency shall promptly notify UAD in writing of the reason(s) for the delay, its likely duration and causes. As soon as practicable, after receipt of the Agency’s notice, the UAD shall evaluate the situation and may at its discretion extend the Agency’s time for performance, in which case the extension shall be ratified by an amendment of the contract.

### **1.13(a) LIQUIDATED DAMAGES**

Agency shall commence the work immediately from the date of award of work in phased manner as per requirement of UAD within scheduled time limit as contract agreement. In case of delay in starting the work or execution of the contract or in securing final acceptance of the completion of the contract and any other following problems are found, the Agency shall have to pay liquidity damage equal to 1% of the estimated cost of work per week(subject to maximum upto 10%).

- a) Quality of deliverable is not up to the mark, (till the quality is improved to the required extent).
- b) Delays in deliverables.
- c) Not assigning adequate resources in time.
- d) Not deploying resources on a dedicated basis, when required.
- e) Assigning resources that do not meet UAD requirements under RAY.
- f) Inadequate interaction with the authority concern (UAD).
- g) The work is either incomplete or not completed satisfactorily as per the approved time schedule or the quality of deliverable.
- h) If the delay is beyond 10 weeks then UAD may rescind the Contract and shall be free to get it done from some other source at the risk and costs of the Agency. The Agency may be debarred for applying in future project consultancy assignments.

In this regard, the decision of the Director, Urban Affairs Department will be considered as final.

### **1. 13(b). Termination of Contract**

The Agency's association with the UAD will terminate in following ways:

- a) The term of Contract expires
- b) Termination of Contract by the UAD due to non performance during the execution of Project:
  - i. Performance is below expected level.
  - ii. Non adherence to the timelines of the Project.
  - iii. Quality of work is not satisfactory.

### **1.14. Termination for Insolvency, Dissolution etc**

The UAD may at any time terminate the Contract by giving written notice to the Agency, if the Agency becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the Agency, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the UAD.

### **1.15. Termination for Convenience**

The UAD reserves the right to terminate, by prior written notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for the UAD convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

### **1.16. Force Majeure:**

- a) The Agency shall not be liable for forfeiture of its PBG or termination of Contract for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this clause, "Force Majeure" means an event beyond the control of the Agency and not involving the Agency's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the UAD in its sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions and freight embargoes and work shut town imposed by Government Acts and Legislation or other authority.
- c) If a Force Majeure situation arises, the Agency shall promptly notify the UAD in writing of such condition and the cause thereof. Unless otherwise directed by the UAD in writing, the shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **1.17. Taxes and Duties**

The Agency shall be entirely responsible for all taxes; duties, etc. incurred. Any tax that is required to be deducted at source shall be deducted from the payment of agency as per Income Tax Act or any other Act applicable.

### **1.18. Resolution of Disputes**

If any dispute arises between parties, then these would be resolved in following ways:

#### **1.18.1. Amicable Settlement**

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or its interpretation. Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation 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, then the second Sub-clause of resolution of disputes shall become applicable.

### **1.18.2. Resolution of Disputes**

In case dispute arising between the UAD and the Agency, which has not been settled amicably, the Agency can request the UAD to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Meghalaya. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne by the Agency. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

### **1.19. Legal Jurisdiction**

All legal disputes between the parties shall be subjected to the jurisdiction of the Courts situated in Meghalaya.

## **IV. APPENDICES**

**Appendix A – Terms of reference (TOR for Preparation of Slum Free City Plan of Action (SFCPoA) under RAY**

## **Appendix B -Reporting requirements**



**Appendix C – Staffing**

## Appendix D – Total Cost of Services and Payment Schedule

The total consulting fees for will be INR..... , including service tax @ 12.36%. Contract amount payable to the Firm and subject to deduction of all statutory dues applicable in India.

The consultant invoice will be supported by the Time Sheets at each stage of payment, duly approved by the **Director, UAD, Meghalaya..**

| S. No. | Milestone Linked Payment  | Percent to Total |
|--------|---|------------------|
| 1      | Approval of Inception Report including pilot  | 10               |
| 2      | Approval of Report on completion of Geo-referenced base map, slum mapping, socio-economic surveys | 20               |
| 3      | Approval of Report on Completion of Categorisation and Prioritisation of Slums                    | 10               |
| 4      | Approval of Report on Slum Development Options  | 10               |
| 5      | Approval of Report on Preventive Strategy and Housing Supply Options                              | 10               |
| 6      | Approval Draft Slum-free City Plan  | 20               |
| 7      | Approval of Final Report  | 20               |
|        | <b>Total</b>  | <b>100</b>       |

## **Appendix E -Duties of the “Employer”**

The Employer will supply all relevant documents and data required for carrying out the assignment. The nodal officer from the client side will help the study team in coordinating with various line departments, holding meetings etc.