



M.P. HOUSING & INFRASTRUCTURE DEVELOPMENT BOARD

REQUEST FOR PROPOSAL

NOTICE INVITED TENDER FOR APPOINTMENT OF PROJECT IMPLEMENTATION CUM MANAGEMENT UNIT (PIMU) AT MADHYA PRADESH HOUSING AND INFRASTRUCTURE DEVELOPMENT BOARD AT BHOPAL

M.P. Housing and Infrastructure Development Board (MPHIDB) is a Public Sector Undertaking of Govt. of M.P. engaged in real estate development and construction of institutional buildings and is playing a major role in construction of Housing projects, Deposit works & Re-densification works in the state of M.P.

For technical support MPHIDB invites proposals for appointment of consulting company to setup for Project Implementation Cum Management Unit (PIMU).

The consulting company should have excellent track records, qualifications, with necessary experience for various construction projects.

Interested Bidders may download the RFP document online from www.mptenders.gov.in on e-payment of Rs. 50,000/- (Rupees Fifty Thousand) (Excluding 18% GST) (Non-refundable) and EMD amounting Rs. 10,00,000 (Rupees Ten Lakhs only).

Any amendment in the RFP will be published in website www.mphousing.in &/or on www.mptenders.gov.in.

Bid Collection and submission Details

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| Hosting of RFP Online | 04.02.2020 |
| Date of Pre-Bid | 17.02.2020 Time 3.00 PM |
| Last Date of Purchase of Tender | 03.03.2020 Time 5.00 PM |
| Last Date of submission online | 03.03.2020 Time 5.30 PM |
| Opening of Technical Bid | 04.03.2020 Time 12.00 PM |
| Date of Presentation | 05.03.2020 Time 11.30 AM |
| Date of opening of Financial Bid | To be notified to the technically qualified bidder. |

ADDITIONAL HOUSING COMMISSIONER - 2 (AHC-2)
MADHYA PRADESH HOUSING & INFRASTRUCTURE DEVELOPMENT BOARD
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REQUEST FOR PROPOSAL

(As revised on 03.02.2020)

For

APPOINTMENT OF CONSULTANT FOR PROJECT
IMPLEMENTATION CUM MANAGEMENT UNIT (PIMU)
FOR MADHYA PRADESH
HOUSING AND INFRASTRUCTURE DEVELOPMENT BOARD AT BHOPAL

मध्य प्रदेश गृह निर्माण एवं अधोसंरचना विकास मण्डल
Madhya Pradesh Housing & Infrastructure Development Board

Issued by:

Additional Housing Commissioner - 2

Madhya Pradesh Housing & Infrastructure Development Board Bhopal



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Madhya Pradesh Housing & Infrastructure Development Board, Bhopal

Ref. No:

Bhopal, dated

Project Name: Project Implementation cum Management Unit (PIMU) for Madhya Pradesh Housing and Infrastructure Development Board (MPHIDB)

SECTION 1- LETTER OF INVITATION

Title of Consulting Services: APPOINTMENT OF CONSULTANT FOR PROJECT IMPLEMENTATION CUM MANAGEMENT UNIT (PIMU) FOR MADHYA PRADESH HOUSING AND INFRASTRUCTURE DEVELOPMENT BOARD

To,

Dear Sir / Madam

1. The Madhya Pradesh Housing & Infrastructure Development Board (hereinafter called "Employer") is executing a project titled "Project Implementation cum Management Unit (PIMU) for Madhya Pradesh Housing and Infrastructure Development Board (MPHIDB)".
2. The employer now invites Consultants to submit proposal for appointment of a Consultant for Project Implementation cum Management Unit (PIMU) for Madhya Pradesh Housing and Infrastructure Development Board (MPHIDB) as per the attached RFP document. More details on the services are provided in the Terms of Reference in this RFP document.
3. A firm will be selected under Quality cum Cost Based System (QCBS) Method and procedures described in this RFP.
4. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Information to Consultants
 - Section 3 – Data Sheet
 - Section 4 – Evaluation Marking
 - Section 5 - Technical Proposal Forms
 - Section 6 - Financial Proposal - Forms
 - Section 7 – Terms of Reference
 - Section 8 - Forms of Contract
5. Please acknowledge in writing the receipt of Letter of Invitation and RFP document and that you would be submit the proposal by due date at the following address: Additional Housing Commissioner - 2, Madhya Pradesh Housing & Infrastructure Development Board, 4th Floor, Block-3, Paryawas Bhawan, Mother Teresa Road, Bhopal.

Additional Housing Commissioner - 2
MPHIDB Bhopal



Section 2 - INSTRUCTIONS TO CONSULTANTS

2.1 Definitions

1. “Employer” means the Madhya Pradesh Housing & Infrastructure Development Board, Bhopal who have 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.
2. “Consultant” means any entity or company or consortium who have been invited to submit their proposals that may provide or provides the Services to the Employer under the Contract.
3. “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.
4. “Project specific information” means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
5. “Day” means calendar day.
6. “Government” means the Government of Madhya Pradesh
7. “Instructions to Consultants” (Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their proposals.
8. “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Employer to the consultants.
9. “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;
10. “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Domestic Personnel” means such professionals and support staff who at the time of being so provided had their domicile in India.
11. “Proposal” means the Technical Proposal and the Financial Proposal.
12. “RFP” means the Request for Proposal prepared by the Employer for the selection of Consultants.
13. “RFP” means the Request for Proposals, which must be used by the Employer as a guide for the preparation of the RFP.
14. “Assignment / job” means the work to be performed by the Consultant pursuant to the Contract.
15. “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Assignment/job.
16. “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.



2.2 Introduction

1. The Employer named in the Part II Data Sheet will select a consulting firm/organization (the Consultant), in accordance with the method of selection specified in the Part II Data Sheet.
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.
3. The date, time and address for submission of the proposal have been given in sub-clause Data Sheet.
4. The Consultants are invited to submit their Proposal, for consulting Assignment/job named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
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 Data Sheet before submitting a proposal and to attend a pre-proposal meeting. The date, time and venue of the pre-proposal meeting is mentioned in Part II Data Sheet. Attending the pre-proposal meeting is optional. Consultants should contact the Employer's representative 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.
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.
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.

2.3 Eligibility of Association of consultants and Sub-Consultants

1. Association or Sub consultants cannot be counted towards eligibility of the bidder.

2.4 Clarification and Amendment of RFP Documents

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 may respond in writing, or by standard electronic means and shall upload the response on Employer's official website. 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.



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 uploaded on Employer's website. Consultants shall consider all amendments as part of RFP and all such amendments will be binding on Consultants. 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 proposal.

2.5 Conflict of Interest

1. Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interest's paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.
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 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.

2.6 Proposal

1. A Consultant shall submit only one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Subconsultant, including individual experts, to more than one proposal.

2.7 Validity of Proposal

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. 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.



2.8 Preparation of Proposals

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.
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.
3. While preparing the Technical Proposal, Consultants must give particular attention to the following:
 - a. The proposed staff at the stage of bidding and submission of technical bid does not require to submit undertaking of professional staff about their declaration & willingness. The estimated number of Professional staff-days for the Assignment/job is as shown in the Data sheet. However, the Proposal shall be based on the number of Professional staff-days or budget estimated by the Consultants. **While making the proposal, the consultant must ensure that he proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.**
 - b. Final selection of key experts will be done by the employer, after conducting interview with the professional staff & if selected by the employer the consultant needs to submit the undertaking.
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 of 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 nonresponsive.** The Technical Proposal shall provide the information indicated in the following paras from under 2.8 Preparation of Proposals using the forms attached in the same.
5. FORM TECH-1 - LETTER OF PROPOSAL SUBMISSION 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. For each Assignment/ job, the outline should indicate the names of 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 consortium. 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. In case of non-submission of letter of award/copy of contract along with the scope of work/terms of reference, such assignment / job will not be considered for evaluation.



- 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 – COMMENTS AND SUGGESTIONS).
 - c. A Presentation with 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 SECTION 5 TECHNICAL PROPOSAL FORMS.
 - d. The work plan should be consistent with the Work Schedule (FORM TECH-9 - WORK SCHEDULE) which will show in the form of a bar chart the timing proposed for each activity.
 - e. 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-6 – TEAM COMPOSITION AND ASSIGNMENT.
 - f. Estimates of the staff input needed to carry out the Assignment/job needs to be given in Form FORM TECH-8 - STAFFING SCHEDULE. The staff-months input should be indicated separately for each location i.e. home office or project office, where the Consultants have to work and / or provide their key staff.
 - g. 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-7 – CURRICULUM VITAE).
 - h. A detailed description of the proposed technical approach and methodology needs to be given (FORM TECH-4 – APPROACH AND METHODOLOGY).
6. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared nonresponsive.
 7. **Financial Proposals:** The Financial Proposal shall be prepared using the attached Forms (Section 4). It shall list all costs associated with the Assignment/job, including (a) remuneration for staff and (b) reimbursable expenses. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign (if applicable) and domestic expenditures. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily. Refer Annexure- FIN -2 A this need to be submitted by the bidding firm, which gives the breakup of proposed positions, with proposed man-days rates & total amount for tenure of 36 months.

2.9 Taxes

1. The Consultant shall fully familiarize themselves about the applicable Domestic taxes (such as: value added tax, sales tax, income tax etc.) on amounts payable by the Employer under the Contract. All such taxes must be included by the consultant in the financial proposal except GST. The GST levied on such services shall be payable extra by MPHIDB at then prevailing rate on every payment made to the Consultant for



professional fee. Income tax as applicable shall be deducted at source from every payment.

2.10 Currency

1. Consultants shall express the price of their Assignment/job in Indian National Rupees (INR) only. For any other currencies, Consultant shall provide equivalent values in INR as per RBI exchange rate as on date of release of RFP.

2.11 Earnest Money Deposit (EMD), RFP Fee and Performance Guarantee

2.11.1 Earnest Money Deposit

- a. An EMD of **Rs. 10,00,000/- (Rupees Ten lakh only)** in the form of Demand Draft drawn or banker's cheque drawn on any Scheduled Bank in India in favour of Employer (Chief Accounts Officer, Madhya Pradesh Housing And Infrastructure Development Board) and payable at Bhopal.
- b. Proposals not accompanied by EMD shall be rejected as non-responsive.
- c. The EMD of the unsuccessful bidders would be returned back within 60 days of signing of the contract. In case, RFP is cancelled by the Employer, the EMD of the bidders would be returned back within 60 days of such cancellation.

2.11.2 Forfeiture of EMD

- a. The EMD 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).

2.11.3 RFP Fee

- a. All consultants are required to pay **Rs. 50,000/- (Rupees Fifty thousand only)** towards RFP Fee in the form of demand Draft drawn in favour of Employer (Chief Accounts Officer, Madhya Pradesh Housing And Infrastructure Development Board) and payable at Bhopal. The RFP Fee is Non-Refundable.
- b. **Please note that the Proposal, which does not include the RFP fee, would be rejected as non-responsive.**



2.11.4 Performance Guarantee

- d. The selected consultant shall be required to furnish a Performance Guarantee equivalent to 10% of the contract value rounded off to the nearest thousand Indian Rupees in the form of unconditional and irrevocable bank guarantee from a scheduled commercial bank in India for the period of contract with 90 days claim period. The Performance Guarantee must be submitted after award of contract but before signing of consultancy contract. Successful bidder has to renew the Performance Guarantee on same terms and conditions for the period up to contract including extension period, if any. Performance Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/ recovering of any dues recoverable/payable from/by the Consultant on any account under the contract. On submission of performance guarantee and after signing of the contract, EMD would be returned.

2.12 Submission, Receipt, and Opening of Proposal

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 SECTION 5 TECHNICAL PROPOSAL FORMS and SECTION 6 FINANCIAL PROPOSAL FORMS.
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 duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
3. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL for appointment of consultant for Project Implementation cum Management Unit (PIMU) for Madhya Pradesh Housing and Infrastructure Development Board at Bhopal**". Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "**FINANCIAL PROPOSAL for appointment of consultant for Project Implementation cum Management Unit (PIMU) for Madhya Pradesh Housing and Infrastructure Development Board at Bhopal**". The envelopes containing the Technical Proposals, Financial Proposals, EMD and RFP fee shall be placed into an outer envelope clearly marked "**PROPOSAL FOR Technical proposal for appointment of consultant for Project Implementation cum Management Unit (PIMU) for Madhya Pradesh Housing and Infrastructure Development Board at Bhopal**" and sealed. This outer envelope shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE [time and date of the opening indicated in the Data sheet]". The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as



- stipulated. This circumstance may be case for Proposal rejection. 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 nonresponsive.
4. The consultant will submit CV's of all key experts with proof of Qualification degrees & Certificate for Graduation & Post graduation.
 5. Consultant should note that the undertaking of key expert, confirming their willingness to work for the company will be required only by the final selected or winning consulting company
 6. The final proposed team of Key experts will be interviewed by the Employer, Housing Commissioner and if found non-suitable, in such a case the consultant will need to replace the key expert, who shall be further approved by Housing Commissioner , provided that the final key expert should have equal or better Qualifications & experience than the proposed key expert during the submission of bid document.
 7. The Proposals must be sent to the address / addresses indicated in Data sheet and received by the Employer no later than the time and the date indicated in Data sheet, or any extension to this date in accordance with clauses mentioned in the RFP. Any proposal received by the Employer after the deadline for submission shall be returned unopened.
 8. The Technical proposal shall be opened at the time, date and venue mentioned in Data Sheet.
 9. Non-Responsive Bids: A proposal will be considered non-responsive if any item under the following check list is not adhered to by bidder:

| Sl. No. | Item | Check List (Yes/No) |
|---------|--|---------------------|
| 1 | RFP Fee Enclosed | |
| 2 | Earnest Money Deposit enclosed | |
| 3 | All pages of the bid signed by the authorized representative | |
| 4 | Power of Attorney enclosed in the name of the Authorized Representative | |
| 5 | All the required forms of Technical Proposal | |
| 6 | Provided CVs of all the required professionals with the required expertise | |
| 7 | Technical Proposal does not contain any financial information | |
| 8 | Financial Proposal submitted in a separate sealed cover | |



2.13 Proposal Evaluation

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.
2. The employer has constituted a Sub-Committee for Selection of Consultants (SCFSC) which will carry out the entire evaluation process.
3. **Evaluation of Technical Proposals: Technical proposals not submitted as per formats specified in this RFP will be considered non-responsive.** SCFSC while evaluating the responsive Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded, and the competent authority accepts the recommendation.
4. The SCFSC 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.
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 specified the Data sheet, in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, their technical score (if required) and their financial proposal shall be read aloud.
6. **Financial proposals not submitted as per formats specified in this RFP will be considered non-responsive.** The SCFSC will correct any computational errors only in responsive financial proposals. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.
7. After opening of financial proposals, QCBS 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 as per the clause 2.14 Negotiations.

2.14 Negotiations

10. 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.
11. Technical negotiations: Negotiations will include a discussion of the Technical Proposal,
12. the proposed key staff will be interviewed & finalized at the sole discretion of employer, 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.
13. Financial negotiations: After the technical negotiations are over, financial negotiations should be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstance, the financial negotiation shall result in to increase in the price originally quoted by the consultant. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
14. The consultant if awarded the work will have to submit the list of final proposed Key experts team member along with the declaration from each member regarding the willingness to work. The final proposed team of Key experts will be interviewed by the Employer, Housing Commissioner and if found non suitable, in such a case the consultant will need to replace the key expert, who shall be approved by Housing Commissioner, provided that the final key expert should have equal or better Qualifications & experience than the team proposed key expert during the submission of bid document.
15. 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 be required to submit the final staff which in no case shall be inferior to the one proposed at the time of tender evaluation and employer require assurances that the Professional staff will be actually available.
16. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of



time specified in the letter of invitation to negotiate. After award of contract, no replacement shall be allowed during initial period of 12 months barring exceptional circumstances (e.g. Death, Prolonged illness) and will be subject to prior approval by MPHIDB. The Employer expects all the Key Personnel to be available during implementation of the Contract. The Employer will not consider substitution of Key Personnel during the initial period of 12 months except for reasons of any incapacity or due to health or employee leaving the organization. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Employer. As a condition to such substitution, a sum equal to 5% (five per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant.

17. 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 have right to reject all the proposals received and invite fresh proposals.

2.15 Award of Contract

1. After completing negotiations, the Employer shall issue a Letter of Intent to the selected Consultant.
2. The consultants will sign the contract after fulfilling all the formalities/preconditions mentioned in the form of contract in Section-6, within 30 days of issuance of the letter of intent.
3. The Consultant is expected to commence the Assignment/job on the date and at the location specified in the Part II Data Sheet.

2.16 Confidentiality

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. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.



SECTION 3 - DATA SHEET

| Clause No. | Particulars of Data Sheet |
|------------|--|
| 1. | Name of the Employer: Madhya Pradesh Housing & Infrastructure Development Board, Bhopal |
| 2. | Name of the Assignment/job is: Appointment of consultant for Project Implementation cum Management Unit (PIMU) for Madhya Pradesh Housing and Infrastructure Development Board |
| 3. | The Employer's representative is: Additional Housing Commissioner - 2 |
| | A pre-proposal meeting has been held on: |
| | Date :17.02.2020 |
| | Time: 15:00 Hour |
| | Venue/Address : Madhya Pradesh Housing & Infrastructure Development Board, 4th Floor, Block-3, Paryawas Bhawan, Mother Teresa Road, Bhopal |
| | Telephone : +91-755-2551659, 2550987, 2554809 Facsimile:+91-755-2556065 E-mail: ahc2hb@mphousing.in ; mphousing@email.com Website: www.mphousing.in |
| 4. | The Employer will provide the following inputs and facilities: The Employer shall provide furnished office space, maximum of 5 computers(desktop), furniture, color printer, color scanner, landline and internet connection. |
| 5. | Clarifications may be requested not later than 3 days before the pre- proposal meeting. |
| | The address for requesting clarifications is: |
| | Facsimile: +91-755-2551659, 2550987, 2554809 |
| | E-mail: ahc2hb@mphousing.in ; mphousing@email.com Website: www.mphousing.in |
| 6. | Proposals must remain valid for 90 days after the submission date. |
| 7. | The envisaged key personnel positions for undertaking the consultancy are given below. |
| | Key Personnel a) General Manager b) Project Associate (Technical) |



| Clause No. | Particulars of Data Sheet |
|------------|--|
| | c) Project Associate (Contract) d) Project Associate (Quality Assurance) e) Finance Expert f) Legal Expert g) Project Manager (4 NOS, One per Circle) h) Quality Assurance Engineer (4 NOS, One per Circle) |
| 8. | The formats of the Technical Proposal to be submitted are: |
| | Form Tech 1: Letter of Proposal submission |
| | Form Tech 2: Consultant's organization & experience |
| | Form Tech 3: Comments & suggestions on TOR |
| | Form Tech 4: Approach & methodology |
| | Form Tech 5: Financial Capacity |
| | Form Tech 6: Team Composition and Assignment |
| | Form Tech 7: Curriculum Vitae |
| | Form Tech 8: Staffing Schedule |
| | Form Tech 9: Work Schedule |
| 9. | Consultant to state the cost in Indian Rupees: |
| 10. | Consultant must submit the original and 1 (One) copy of the Technical Proposal, and the original of the Financial Proposal. <u>In addition, the technical proposal must be submitted on a CD.</u> |
| 11. | Date & time and address for submission of proposal/ bid: |
| | Date: 03.03.2020 |
| | Time: 17:30 Hour |
| | Address: Additional Housing Commissioner - 2 Madhya Pradesh Housing & Infrastructure Development Board, 4th Floor, Block-3, Paryawas Bhawan, Mother Teresa Road, Bhopal |
| 12. | Date, Time and Venue of Opening of Technical Bid: |
| | Date : 04.03.2020 |
| | Time: 12:00 Hour |
| | Venue: Madhya Pradesh Housing & Infrastructure Development Board, 4th Floor, Block-3, Paryawas Bhawan, Mother Teresa Road, Bhopal |
| 13. | Evaluation Criteria: |
| 14. | Minimum eligibility criteria is as under: |
| 15. | <ul style="list-style-type: none"> The Applicant must be (i) a registered company under the (Indian) |



| Clause No. | Particulars of Data Sheet |
|------------|---|
| | <p>Companies Act, 1956 or a company incorporated under equivalent law abroad or (ii) Limited Liability Partnership (LLP) incorporated under the Limited Liability Partnership Act 2008. The Applicant must have registered office in India.</p> <ul style="list-style-type: none"> • The Applicant shall have, over the past 10 (ten) years preceding the Proposal Due Date (PDD), undertaken a minimum of 3 (three) Eligible Assignments. • The Eligible Assignments include project management consultancy, programme management, design and supervision consultancy for projects related to housing, which includes building and other infrastructure works or real estate or township or urban infrastructure (water supply, sewerage, solid waste management, urban transport, smart city) project in India. • Provided that professional fee for each Eligible Assignment shall be at least Rs. 2 Crore (Rupees Two Crore) or equivalent in any other currency. • Average annual turnover of the firm / company / bidder for the last five years F.Y. 2018-19, 2017-18, 2016-17, 2015-16, 2014-15 should be more than Rs. 50 Crores |
| 16. | <p>Date, Time and Venue of Opening of Financial Proposal:</p> <p>Date: TO BE INTIMATED AT A LATER DATE T SELECTED CONSULTANT</p> <p>Time: TO BE INTIMATED AT A LATER DATE TO SELECTED CONSULTANT</p> <p>Venue: Madhya Pradesh Housing & Infrastructure Development Board, 4th Floor, Block-3, Paryawas Bhawan, Mother Teresa Road, Bhopal</p> |
| 17. | <p>Method of Selection:</p> <p>In deciding the final selection of the consultant, the technical quality of the proposal will be given a weightage of 75%. The method of evaluation of technical qualification will follow the procedure given in clause no. 13 above. The price bids of only those qualified bidders who score more than 70 marks in technical evaluation will be opened. The proposal with the lowest cost may be given a financial score of 100 and the other proposal given financial score that are inversely proportionate to their prices. The financial proposal shall be allocated weight of 25%. For working out the combined score, the employer will use the following formula:</p> <p>Total points = $[0.75 \times T(s)] + [0.25 \times \text{LEC/EC}]$, where</p> <p>T (s) stands for technical score</p> <p>EC stands for Evaluated Cost of the financial proposal.</p> <p>LEC stands for Lowest Evaluated Cost of the financial proposal.</p> |
| 18. | The proposals will be ranked in terms of total points scored. The proposal with |



| | |
|------------|---|
| Clause No. | Particulars of Data Sheet |
| | the highest total points (H-1) will be considered for award of contract and will be called for negotiations, if required. |
| 19. | Expected date for commencement of consulting Assignment/job: 16 th July 2020 |
| 20. | Location for performance assignment / job: Bhopal, Indore, Gwalior, Rewa and Jabalpur |

SECTION 4. EVALUATION MARKING

1. Technical Evaluation:

will be of 100 Marks Total¹

| S.No. | Criteria | Marks |
|-------|--|-------|
| 1. | Experience of Firm | 30 |
| 2. | Presentation of proposed methodology and work plan in response to the terms of reference | 30 |
| 3. | Financial strength of the consultant firm | 20 |
| 4. | Experience, Qualifications of Proposed Key Experts/Staff | 20 |
| | Total | 100 |

2. Detailed Technical Qualifications Assessment:

Technical Bid Evaluation Criteria

| S.N. | Particulars | Marks |
|------|--|---------------------------|
| 1. | Specific experience of the consultant firm | Maximum Marks – 30 |
| a | Experience relevant to the assignment/job | |
| | 3 Similar Eligible assignment / Jobs | 10 Marks |
| | 4 Similar Eligible assignment / Jobs | 20 Marks |
| | 5 or more Eligible assignment / Jobs | 25 Marks |
| b | Experience in the Madhya Pradesh (across departments) | 5 Marks |
| 2 | Presentation of proposed methodology and work plan in response to the terms of reference | Maximum Marks – 30 |
| a | Technical approach & methodology and adherence to TOR and steps that can be taken to mitigate the delay of project and avoid | 15Marks |

¹ Note – Bidders will be considered technically qualified if they score 70 out of 100 marks.



| S.N. | Particulars | | | | Marks |
|------|--|------------------------------------|------------------------------|--|---------------------------|
| | bottlenecks. | | | | |
| b | b) Work plan | | | | 10 Marks |
| c | c) Organization & staffing, minimum of 100 Engineers with Technical background (Building and Infrastructure) and should have adequate Financial and legal expertise. | | | | 5 Marks |
| 3 | Financial strength of the consultant firm (Tr) (Average annual turnover of the firm / company / bidder for the last 5 years F.Y. 2018-19, 2017-18, 2016-17, 2015-16, 2014-15) | | | | Maximum Marks – 20 |
| | 50 Crore <= Tr <75 Crore | | | | 5 Marks |
| | 75 Crore <= Tr <100 Crore | | | | 10 Marks |
| | 100 Crore <= Tr <150 Crore | | | | 15 Marks |
| | Tr >= 150 Crore | | | | 20 Marks |
| 4. | Experience of Key Experts** | | | | Maximum Marks – 20 |
| | PIMU Setup At head office | | | | |
| | Personnel | Required Experience (marks) | Qualification (marks) | Working in Madhya Pradesh (marks) | Maximum Marks |
| 1 | General Manager | 1 | 1 | 1 | 3 |
| 2 | Project Associate (Technical) | 1 | 0.5 | 0.5 | 2 |
| 3 | Project Associate (Contract) | 1 | 0.5 | 0.5 | 2 |
| 5 | Project Associate (Quality Assurance) | 1 | 0.5 | 0.5 | 2 |
| 6 | Finance Expert | 1 | 0.5 | 0.5 | 2 |
| 7 | Legal Expert | 1 | 0.5 | 0.5 | 2 |
| | PIMU Setup at each Circle Level (Gwalior, Indore, Jabalpur, & Rewa) | | | | |
| 8 | Project Manager (4 Numbers, One per Circle) | 2 | 2 | 0.5 | 4.5 |
| 9 | Quality Assurance Engineer (4 Numbers, One per Circle) | 1 | 1 | 0.5 | 2.5 |
| | Total | | | | 20 |
| | GRAND TOTAL | | | | 100 |



SECTION 5 TECHNICAL PROPOSAL FORMS

FORM TECH-1 - LETTER OF PROPOSAL SUBMISSION

[Location, Date] To:

Additional Housing Commissioner - 2
Madhya Pradesh Housing & Infrastructure Development Board Bhopal

Dear Sir,

We, the undersigned, offer to provide the consulting Assignment/job for **appointment of consultant for Project Implementation cum Management Unit (PIMU) for Madhya Pradesh Housing and Infrastructure Development Board at Bhopal** in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope and requisite EMD and RFP fee. 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 negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in 2.14 Negotiations, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:



FORM TECH-2 - 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 along with a copy of the letter of award /copy of contract 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. Provide not more than 10 project examples. Each project example must not be more than 2 pages each.]

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 | Whether your firm was Lead firm and 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.



FORM TECH-3 – COMMENTS AND SUGGESTIONS

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

A - On the Terms of Reference

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

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

[Comment here on Inputs and facilities to be provided by the Employer according to Paragraph 6 of the Part II Special information to consultants including: administrative support, office space, Domestic transportation, equipment, data, etc.]



FORM TECH-4 – APPROACH AND METHODOLOGY

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-9 - WORK SCHEDULE.

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 – FINANCIAL CAPACITY

FINANCIAL CAPACITY OF THE CONSULTANT²

| S. No. | Financial Year | Annual Turnover (INR) |
|--------|----------------|-----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

Certificate from the Statutory Auditor³

This is to certify that (Name of the Consultant) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

²Please do not attach any printed Annual Financial Statement

³ In case the Consultant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant

**FORM TECH-6 – TEAM COMPOSITION AND ASSIGNMENT****TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS**

Professional Staff

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



FORM TECH-7 – CURRICULUM VITAE

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position:

[For each position of key professional separate form Tech-6 will be prepared]:

2. Name of Firm:

[Insert name of firm proposing the staff]:

3. Name of Staff:

[Insert full name]:

4. Date of Birth:

5. Nationality:

6. Education:

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



Positions held:

12. Detailed Tasks Assigned

[List all tasks to be performed under this Assignment/job]

13. Work Undertaken that Best Illustrates 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 illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification:

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

Date:

Place:

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

[Full name of authorized representative]:



FORM TECH-8 - STAFFING SCHEDULE

| S.No. Name of Staff | Staff input (in the form of a bar chart) | | | | | | | | | | | | Total Months/days |
|---------------------|--|---|---|---|---|---|---|---|---|----|----|----|-------------------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |

1.

2.

3.

Note:

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the Assignment/job. All inputs are field inputs.



FORM TECH-9 - WORK SCHEDULE

| S.No. | Activity Months | | | | | | | | | | | | Total Months |
|-------|-----------------|---|---|---|---|---|---|---|---|----|----|----|--------------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |

1.

2.

3.

4.

1 Indicate all main activities of the Assignment/job, including delivery of reports (e.g.: inception, interim, draft and final reports), and other benchmarks such as Employer approvals. For phased Assignment/jobs indicate activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in the form of a bar chart.



FORM TECH-10 - 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.]



FORM TECH-11 – CONFLICT OF INTEREST

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

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

If no, please certify,

We hereby declare that our firm, our associate / company / group firm or any of the members of the firm are not indulged in any such activities which can be termed as the conflicting activities under clause 2.5 Conflict of Interest. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:



SECTION – 6 FINANCIAL PROPOSAL FORMS

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To,

Additional Housing Commissioner - 2
Madhya Pradesh Housing & Infrastructure Development Board
4th Floor, Block-3, Paryavas Bhavan, Mother Teresa
Road, Bhopal

Dear Sir,

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for Project Implementation cum Management Unit (PIMU) for Madhya Pradesh Housing and Infrastructure Development Board at Bhopal in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

I/We agree that this offer shall remain valid for a period of 120 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.



FORM FIN-2 FINANCIAL PROPOSAL

Financial Proposal

| S. No. | Particulars | Amount in Indian Rupees (in figures) | Amount in Indian Rupees (in words) |
|--------|--------------------------------|--------------------------------------|------------------------------------|
| 1 | Total Fee (Total Remuneration) | | |

Authorized Signature:.....

Name: Designation

..... Name of Firm

Address:.....

Note:

1. For avoidance of doubt, Total Fee shall be considered as amount of Financial Proposal for the purpose of evaluation as per clause 2.13 Proposal Evaluation.
2. Payment for the Services of the Key Experts shall be based on actual number of man days of the Key Experts deployed by the Consultant. No payment shall be made for non-working day, and holiday.
3. The aforesaid fees, payable to the Consultant in accordance with the Financial Proposal, shall cover the costs of photocopying and stationery and costs of support staff. No additional charges in respect thereof shall be due or payable. The said fees, however, will not include counsel fee, outstation travel, faxes, couriers and postage, collections and deliveries, subscriptions to special services (the "Disbursements"). The Disbursements will be paid at actuals and will be indicated separately in the invoices of the Consultant together with appropriate supporting documents. Outstation travel shall be undertaken as per request of the Employer. Bills for reimbursement hereunder may be submitted on a monthly basis along with a Statement of Expenses, duly certified by the Authorised Representative.
4. The reimbursement of all fees and expenses shall be limited to the amounts indicated above and no escalation on any account will be payable on the above amounts.
5. Any other charges not shown here are considered included in the man month rate for the Key Personnel.
6. All payments shall be made in Indian Rupees. The Remuneration expenses shall be inclusive of all taxes except GST. The GST shall be paid additionally to the Consultant in accordance with applicable laws.
7. For the purposes hereof "Statement of Expenses" means a statement of the expenses incurred on each of the Cost heads indicated in paragraph 3, and 4 above; provided that in relation to claims relating to man days, the Statement of Expenses shall be accompanied by the particulars of the man days of personnel spent on the Consultancy.

**FORM FIN-3- BREAKDOWN OF REMUNERATION⁴**

| S.NO | PROPOSED POSITION | Time period | Man-Days | Rate per Man-Day | Total Amount |
|-----------|--|--|----------|------------------|--------------|
| 1 | General Manager | Full Time | 756 | | |
| 2 | Project Associate (Technical) | Full Time | 756 | | |
| 3 | Project Associate (Contract) | Full Time | 756 | | |
| 4 | Project Associate (Quality Assurance 01) | Full Time | 756 | | |
| 6 | Finance Expert | 12 Months (50% on site and 50% off site) | 252 | | |
| 7 | Legal Expert | 12 Months (50% on site and 50% off site) | 252 | | |
| TOTAL (A) | | | | | |

Deployment at Gwalior, Rewa, Jabalpur, and Indore Circle Level

| S.NO | PROPOSED POSITION | Time period | Man-Days | Rate per Man-Day | Total Amount |
|-----------|---|-------------|----------|------------------|--------------|
| 1 | Project Manager (4 Number, One per Circle) | Full Time | 3024 | | |
| 2 | Quality Assurance Engineer (4 Number, One per Circle) | Full Time | 3024 | | |
| TOTAL (B) | | | | | |

Grand Total = Total A + Total B=

⁴ Note –. All bidder should quote their rates as per FORM FIN 3 mentioning the rate per man days of proposed position and the respective total amount.

The Man-Days mentioned here are for calculation of total amount, actual man days will be as per MPHIDB requirement and may vary from these figures



SECTION – 7 TERMS OF REFERENCE

TERMS OF REFERENCE

Appointment of consultant for Project Implementation cum Management Unit (PIMU) for Madhya Pradesh Housing and Infrastructure Development Board at Bhopal

1. Introduction

The Madhya Pradesh Housing & Infrastructure Development Board (MPHIDB) is the nodal agency in Madhya Pradesh for creating enabling environment for urban housing and undertake housing and allied infrastructure projects across the State of Madhya Pradesh. Since its inception in 1972, MPHIDB has developed more than 3.2 lakhs housing units across Madhya Pradesh and remains one of the largest public players in provision of housing in Madhya Pradesh.

In order to accelerate its housing activities, MPHIDB intends to select an agency for setting up a Project Implementation cum Management Unit (PIMU) to support its technical wing in project development and management activities. Under this arrangement, the appointed consultant would be expected to work in close coordination with other consultants and MPHIDB.

MPHIDB invites proposals from interested and qualified consultancy firms with relevant experience of providing project management services in for housing / real estate / township projects for Government organizations, quasi-Governmental organizations or real-estate developers.

2. Scope of Work

Implementation Support

- Providing overall coordination and implementation support of the strategy implementation including:
 - Periodic review and program level monitoring of progress report prepared by the supervision team/ field officials
 - Providing transaction advisory for PPP projects, preparation of bid documents and assisting MPHIDC in bid process management for the identified projects

The PIMU shall provide the services of a team of experts and support staff with skills and experience commensurate with the task requirements to operate from the MPHIDB office at Bhopal. The PIMU is meant to be an operations unit supplementing and enhancing the existing



skill mix of MPHIDB as well as supervising wherever required and instructed. It is expected to work in tandem with the existing staff with focus on strengthening implementation of the projects. The focus of PIMU is to enhance the pace and quality of implementation of the activities under the projects.

The PIMU would be responsible for day to day technical needs and demand of MPHIDB which includes contract management, preparation of standard bid documents, review of DPRs, feasibility reports and technical estimates, developing formats and system architecture for project monitoring information system (PMIS) which is capable of generating MIS reports and provide support in its implementation etc under the oversight of the Board. The PIMU's term shall be for 3 years.

The PIMU shall support and assist MPHIDB in carrying out the below listed activities but not limited to:

2.1 Consultancy Work –

- i Preparation of Standard Bid Documents (SBD) for works and services including management and consultancy contracts for MPHIDB projects.
- ii Preparation of Notice Inviting Tenders (NITs), Expression of Interests (EOI), Request for Qualifications (RfQs), Request for Proposals (RfPs), Tender Documents for MPHIDB projects for various projects to appoint Consultants and Contractors;
- iii Preparation of Draft Work order and Draft LOI.
- iv Preparation of executive reports for technical sanction and administrative proposals;
- v Preparation of contract agreements and concession agreements;
- vi Drafting Standardized qualifying requirements for various types of procurement of works viz. turnkey contracts, EPC and PPP projects.

2.2 Technical Examination Work

- i Provide support in evaluation of bids/tenders and preparation of bid/tender evaluation report;
- ii Review of approved NIT Document with online uploaded NIT Document and preparing the discrepancy list.
- iii Review DPR and Drawings obtained from Architect and Review of BOQ.
- iv Review of DPRs, feasibility reports and technical estimates;
- v Contract Management of various work awarded to MPHIDB.
- vi Need based support for finalization of analysis of rates

2.3 In case of World Bank project - To ensure preparation of Manual Guideline to field staff in compliance with the need of World Bank terms and conditions.

2.4 In case of project of Asian Development Bank (ADB) – to ensure preparation of manual of procurement, manual for financial management and manual for reporting and others as required.

2.5 Prepare functional requirement for development of project monitoring information system (PMIS) which is capable of generating MIS reports for project monitoring and provide support in its implementation through IT vendor;



- 2.6 Periodic monitoring of progress of projects under execution using PMIS; including but not limited to monthly comprehensive report to Housing Commissioner, Additional Housing Commissioner, Deputy Housing Commissioner and other stake holder regarding the physical, financial progress of the work and its context with respect to time.
- 2.7 To provide project analysis based on time lapsed vs allotted time and cost-based monitoring of project, including but not limited to providing reports in acceptable tools like - Gantt Chart – CPM/PERT Chart & re-working work plan as per necessity.
- 2.8 Need based training to MPHIDB employees on procurements and bid process management;
- 2.9 Provide support to legal counsel in case of contractual disputes and arbitration for MPHIDB projects;
- 2.10 Preparing financial viability, cash flow, and IRR (Internal Rate of Return) Statement of various projects.

The Consultant would also set up a Project Implementation cum Management Unit (PIMU) at the Circle Level that would be responsible for Project Management and Quality Control of all project at Circle Level of MPHIDB.

PIMU team will assist in –**Project Progress and Timelines:**

1. To assist MPHIDB in review the reports of construction supervision consultant in accordance with stipulation of contract documents. Report or update on construction methods in compliance with the stipulations particularly, in relation to construction equipment and other resource deployment based on supervision report submitted to MPHIDB.
2. To assist MPHIDB to oversight and review SQC (supervision and Quality control) consultant who would supervise all site work(s), to suggest actions taken to be taken by MPHIDB to meet the quality desired and for adherence to timeline. Employer shall take suitable action on the suggestions deemed fit/all deviations, in terms of, as pointed out by the PIMU.
3. To assist MPHIDB Getting the rectification of defects (if any) in the works carried out through the respective contractor till payment of Final Bill.
4. Ensure that all projects under the circle assigned are delivered on-time, within scope and within budget by giving timely advice and suggestion to MPHIDB
5. Assist AHC/DHC with RFP, DPR & Review of all projects at Circle Level.

PIMU team will assist in - **Quality Control:**

1. To assist MPHIDB to finalize construction related procedures such as Technical Specifications, Construction Practices and Quality Assurance and selection of SQC consultants.
2. Assisting AHC/DHC in monitoring meeting and follow-up tasks and to advise as and when requested for the steps to be taken to meeting the quality standard and adhere to the timeline of the project.



3. To assist MPHIDB to prepare, submit and implement a system of Quality Assurance of works; formulate and implement sampling and testing procedure and Quality Control measures to ensure required standards and consistency in quality.
4. To assist MPHIDB to advise Employer on progress and quality of the works being executed by the contractor on Monthly basis in the form of Monthly Progress Report, to the satisfaction of employer.
5. Conduct sample site visit with MPHIDB authority and SQC consultant, as and when required.

Objective of Assignment:

- Assisting MPHIDB in defining a land development strategy and future roadmap to maximize its potential in promoting infrastructure development through monetizing and optimum utilization of its land banks;
- Identifying and developing a pipeline of potential bankable projects and designing business models for development;
- Providing implementation support for execution of the strategy so developed.

Other key activities of PIMU shall include the following -

Strategy Development

Activity 1:

- Preparation of Re-development policy for MPH&IDB

Activity 2: Land assessment

- To Assist MPHIDB in compilation of data available and review of land bank inventory: type of land available, ownership status, status of development under the purview of MPHIDB based on available documents, master plans, land plans, GIS data mapping, satellite images, khasra maps etc.
- Assistance in Identification of potential land parcels for development and identify potential priority projects
- Assistance in Conducting stakeholder consultations and categorization of land parcels under potential development options
- Assistance in Preparation of feasibility report, cash flow, IRR for the proposed proposal.
- Assistance in Developing broad list of location/area specific land parcels for development/ re-development/ commercialization/ stock selling/ amalgamation/ value capture financing/ land and asset monetization etc.

Activity 3: Strategy Development

- Assistance in market assessment and viability studies of the shortlisted land parcels:



- Preparing list of priority projects based on target components and categorization of product / development mix
- Undertaking feasibility assessment of the shortlisted projects:
 - Conduct option-analysis and recommend suitable sizing and configuration for actionable opportunities for development of infrastructure
 - Developing business models, including financial analysis and project structuring for the identified options through assessment of development options - PPPs/ commercialization/ financing / area-based development/ VCF/ Asset monetization/ cross subsidization etc.

The core management of the selected consultant from their head quarter and / or corporate office has to mandatorily deliver the following to support the PIMU team quarterly -

1. Experience based value addition presentation for -
 - a. MIS development
 - b. Progress monitoring of top priority project
 - c. Delay analysis and suggest solutions on various critical issues on site.
2. To deliver orientation lectures on new technologies to MPHIDB.

To conduct regular monthly meetings with Housing Commissioner.

3. Deliverables and Timelines

The Consultant shall submit a monthly progress report at the end of every month along with time sheets of each Key Personnel, Sector Expert, support team and any other project staff deployed by the Consultant with a breakup of onsite and offsite time inputs. In total, the consultant shall be required to submit 36 monthly progress report during the duration of project. In addition, Consultant will submit any other outputs as agreed with the Employer from time to time.

Performance evaluation framework along with work plan will be submitted by the bidder within 15 days of issue of work order. Work plan will change from time to time, but performance evaluation framework will be finalized by Housing Commissioner.

Performance evaluation will be done every three months.

Consultant will need to submit monthly progress report and if necessary, the consultant may have to submit weekly progress report as per the requirement of the employer.

4. Time duration and Payments

Subject to the provision of clause 7 of the TOR, the total duration of the Project shall be 36 (thirty-six) months. The duration of the Project may be extended at the discretion of Employer by 12 months, at the same terms and conditions.



Beyond the period of 48 months, the duration of the Project may be extended upon mutual agreement of Employer and the Consultant on the same terms and conditions of this agreement. After initial term of 48 months, person-day rates shall be revised @10% per annum compounded annually during the extensions.

The Consultant shall deploy its Personnel as per the proposed personnel deployment schedule. The Employer shall pay consultancy fee on a monthly basis on submission of the Monthly Progress Report and timesheets of all Personnel deployed during the month to the Employer as mentioned in clause 3 of the TOR. The Employer shall approve the timesheets within 1 (one) week of submission of Monthly Progress Report. Monthly consultancy fee for the Services carried out in the respective month shall be based on timesheets submitted by the Consultant and approved by the Employer. The timesheets shall clearly indicate actual number of person-days of the Personnel deployed by the Consultant in the respective month along with break-up of onsite and off-site time inputs. The person-day rate agreed under the Contract shall prevail for determining the Monthly consultancy fee for respective month.

For avoidance of doubt, Remuneration will be payable for intervening Government of Madhya Pradesh Holidays and weekends, except for the weekend that falls at the end of a particular input time. The day of arrival and departure will be considered as working days provided the time of arrival is in the AM and the time of departure is in the PM.

5. Travel

The Consultants situated in Bhopal may be required to travel from Bhopal to other locations within Madhya Pradesh for activities listed in scope of work and any other incidental activities listed in scope of work. Such travel and accommodation costs for proposed team would be borne by the MPHIDB based on eligibility as admissible to class I Officer of the MPHIDB. This would not include travel and accommodation costs in Bhopal and travel and accommodation costs of consultants to/from their home location or home office.



6. Key Personnel

The Consultant will be required to provide the following key personnel:

| S. No | Key Experts | Roles & Responsibility | Man Months of Deployment | Minimum Qualifications | Minimum Experience |
|-------|-----------------|--|--------------------------|---|--|
| 1. | General Manager | <ol style="list-style-type: none"> 1. Analyze MPHIDB's project related requirements 2. To lead the team and ensure proper distribution of work, roles & responsibility as well as any other miscellaneous work necessary from time to time. 3. Monitoring of all projects including re-densification, deposit, and housing projects. 4. Alerting and discussing various critical issues to the Commissioner and/or authorities of MPHIDB. 5. Further GM has to advise appropriate action which can / should be taken as and when required to ensure the quality control, quality assurance and timely completion of projects. 6. Guiding, advising & monitoring other project associates at both Bhopal and other circle location to work in coordination with AHC's and DHC's 7. Proposing business plan for revenue | 36 months (100% onsite) | Graduate in Civil Engineering, Bachelor of Civil Engineering (B. Tech / BE) And (MBA) Postgraduate in Business Administration | <ol style="list-style-type: none"> (i) At least 20 Years' experience in working on housing projects and infrastructure projects. (ii) Should have knowledge of civil contracts and bid process management. (iii) Minimum three years' experience as GM/TL/PM for a PMC / PMU / PIMU implemented at a Housing or Infrastructure Project. |



| S. No | Key Experts | Roles & Responsibility | Man Months of Deployment | Minimum Qualifications | Minimum Experience |
|-------|-------------|---|--------------------------|------------------------|--------------------|
| | | <p>generation for MPHIDB which will result in increase of annual turn-over. Provide sound techno commercial advice to the MPHIDB and make recommendations to Management as necessary</p> <p>8. Proposing financial viability, Cash flows and feasibility of various up-coming projects.</p> <p>9. Proposing business plans for inviting PPP partners for allocated re-densification work scattered across MP.</p> <p>10. Presenting power-point presentation for various deposit, re-densification work as and when required by the MPHIDB authority.</p> <p>11. Regular monitoring and solving key issues with various architectural consultant, contractor and government vetting agency like MANIT etc.</p> <p>12. Vetting of all required documents NIT/EOI/RFP/SBD& getting it approved from MPHID authorities</p> <p>13. Contract Management of various projects of MPHIDB & define targets of work with follow</p> | | | |



| S. No | Key Experts | Roles & Responsibility | Man Months of Deployment | Minimum Qualifications | Minimum Experience |
|-------|-----------------------------------|--|--------------------------|--|--|
| | | <p>up for various miles stone of financial and actual/physical work to be achieved.</p> <p>14. Submitting Weekly and Monthly progress reports</p> <p>15. Day to day correspondences with MPHIDB including contractual issues</p> <p>16. Prior flagging of anticipated bottlenecks and analysis of its reasons.</p> <p>17. Organizing pre-bid meetings and reporting the summary brief of the meetings to MPHIDB authority.</p> <p>18. Review of DPR, feasibility report and technical estimates.</p> | | | |
| 2. | Project Associate – 1 (Technical) | <p>1. Review of approved NIT Document with online uploaded NIT Document and preparing the discrepancy list.</p> <p>2. Assisting AHC's in organizing, monitoring and follow-ups of projects allocated and to take appropriate steps in consultation with authorities at MPHIDB for quality and timely completion of projects.</p> <p>3. Provide support to all MPHIDB authority as</p> | 36 months (100% onsite) | Graduate in Civil Engineering (Bachelor's Degree in Civil Engineering) | <p>(i) At least 05 Years' experience in working on Infrastructure Projects.</p> <p>(ii) Should have knowledge of civil contracts and bid process management.</p> |



| S. No | Key Experts | Roles & Responsibility | Man Months of Deployment | Minimum Qualifications | Minimum Experience |
|-------|------------------------------------|---|--------------------------|--|---|
| | | <p>and when required.</p> <ol style="list-style-type: none"> 4. Prepare QA/QC plan and Method Statement 5. Preparation of project completion report including learning, preparation of Gantt chart for allocated projects of Re-Densification and Housing. 6. Preparation of executive reports for technical sanction and administrative proposals; 7. Assisting GM in various day to day activity and in Organizing pre-bid meetings and reporting the summary brief of the meetings to MPHIDB authority 8. Technical Evaluation of various BID received for NIT floated by MPHIDB. | | | |
| 3. | Project Associate – 2 (Contracts) | <ol style="list-style-type: none"> 1. Assisting GM with Prior flagging of anticipated bottlenecks and analysis of its reasons 2. Assisting GM with Day to day correspondences with MPHIDB including contractual issues 3. Drafting responses to pre-bid queries. 4. Preparation of Standard Bid Documents (SBD) for works and services including management | 36 months (100% onsite) | Graduate in Civil Engineering (Bachelor's Degree in Civil Engineering) | <ol style="list-style-type: none"> (i) At least 05 Years' experience in working on Infrastructure Projects. (ii) Should have knowledge of civil contracts and bid process management. |



| S. No | Key Experts | Roles & Responsibility | Man Months of Deployment | Minimum Qualifications | Minimum Experience |
|-------|-------------|---|--------------------------|------------------------|--------------------|
| | | <p>and consultancy contracts for MPHIDB projects.</p> <p>5. Assisting AHC's in organizing, monitoring and follow-up's of projects allocated and to take appropriate steps in consultation with authorities at MPHIDB for quality and timely completion of projects.</p> <p>6. Review DPR and Drawings obtained from Architect</p> <p>7. Preparation of project completion report including learning, preparation of Gantt chart for allocated projects of Deposit and other projects.</p> <p>8. Preparation of Notice Inviting Tenders (NITs), Expression of Interests (EOI), Request for Qualifications (RfQs), Request for Proposals (RfPs), Tender Documents for MPHIDB projects for various projects to appoint Consultants and Contractors;</p> <p>9. Preparation of Draft Work order and Draft LOI.</p> <p>10. Preparation of contract agreements and</p> | | | |



| S. No | Key Experts | Roles & Responsibility | Man Months of Deployment | Minimum Qualifications | Minimum Experience |
|-------|----------------|---|--|--|--|
| | | concession agreements; 11. Assisting GM in Organizing pre-bid meetings and reporting the summary brief of the meetings to MPHIDB authority | | | |
| 4. | Finance Expert | 1. Conducting cost and benchmarking analyses 2. Preparing project specific budget reports, and fund inflow and outflow report. 3. Should have in-depth knowledge and understating of Government Financing, regulatory challenges, and accounting standards and taxes. 4. Prepare financial standards and/or manual for projects under ADB, WB and other Government Bodies. 5. Develop financial models, taking legal limitations into consideration. Draft MOU / agreement considering the financial requirement of the project. 6. Act as transactional advisor for various projects. 7. Prepare cash flow and Internal rate of return statement | 12 Months (50% on site and 50% off site) | CA or MBA with specialization in Finance | At least 10 (ten) years' post qualification experience on Infrastructure Development Projects. |



| S. No | Key Experts | Roles & Responsibility | Man Months of Deployment | Minimum Qualifications | Minimum Experience |
|-------|------------------------------------|--|--|--|--|
| | | 8. Prepare NIT in reference to Finance Department. | | | |
| 5. | Legal Expert | <ol style="list-style-type: none"> 1. Draft and vet agreements, MOU, contracts and other legal documents to ensure the MPHIDB's full legal rights including taxes. 2. Provide sound legal advice to the MPHIDB and make recommendations to Management as necessary 3. Offer proactive advice on possible legal issues 4. Assist Chief Legal Advisor as and when for various legal cases. 5. To provide details o any alterations in legislation | 12 Months (50% on site and 50% off site) | LLB (Bachelors Degree in Law) | At least 10 (ten) years' post qualification experience. |
| 6. | Project Manager (at circle office) | <ol style="list-style-type: none"> 1. Ensure that all projects under the circle assigned are delivered on-time, within scope and within budget by giving timely advice and suggestion to MPHIDB 2. Assist DHC's with RFP, DPR & review of all projects at Circle Level. 3. Assisting DHC in monitoring meeting and follow-up tasks and to advise as and when | 36 months (100% onsite) | Graduate in Civil Engineering (B. Tech / BE) | <ol style="list-style-type: none"> (i) At least 10 Years' experience in working on housing projects and infrastructure projects. (ii) Should have knowledge of civil contracts and bid process management. |



| S. No | Key Experts | Roles & Responsibility | Man Months of Deployment | Minimum Qualifications | Minimum Experience |
|-------|---|--|--------------------------|-------------------------------|---|
| | | <p>requested for the steps to be taken to meeting the quality standard and adhere to the timeline of the project.</p> <ol style="list-style-type: none"> 4. Submit daily progress report to MPHIDB authority. 5. Submit detailed project plan to track progress (monitoring)& work plan targets. 6. Perform risk management to minimize project risks 7. Create and maintain comprehensive project documentation 8. Create cash flow chart for various projects in conjecture with General Manager 9. Prepare PPP model for various projects as per requirement of MPHIDB. | | | |
| 7. | Quality Control Engineer (at circle office) | <ol style="list-style-type: none"> 1. Preparing Quality assurance plan and helping MPHIDB in implementing the same. 2. Providing technical specification wherever requested 3. Preparation of Gantt Chart for the allocated works. | 36 months (100% onsite) | Graduate in Civil Engineering | (i) At least 3 Years' Experience in working on housing and infrastructure project |



| S. No | Key Experts | Roles & Responsibility | Man Months of Deployment | Minimum Qualifications | Minimum Experience |
|-------|-------------|---|--------------------------|------------------------|--------------------|
| | | 4. Assisting Project Manager on preparation of project performance plan and budgeting. 5. Monitoring project timeline and suggesting remedial solution for lag. 6. Assisting DHC in monitoring meeting and follow-up tasks and to advise as and when requested for the steps to be taken to meeting the quality standard and adhere to the timeline of the project. | | | |

The Consultant shall maintain the time sheet/ attendance sheet of the working of all Personnel in the Project/Home Office/Circle Office.



7. Time duration

The total consultancy duration will be 36 (thirty six) months.

8. Reporting

The Consultant will work under the direct supervision of Housing Commissioner, Madhya Pradesh Housing & Infrastructure Development Board or a person appointed by the Housing Commissioner.

9. DOCUMENTS TO BE MADE AVAILABLE BY THE EMPLOYER

The Employer shall provide to the Consultant the necessary Information required from the Implementing Agencies. The Employer may direct the Consultant to coordinate with the Implementing agency for collection and/or procurement of necessary information.

10. Facilities

The Employer shall provide fully furnished office space to the Consultant which will also include 5 Computers (Desktop), color printer, color scanner, landline phone and internet connection. All other equipment's like computers, printers and office stationery shall borne by the consultant at his own cost.

11. COMPLETION OF SERVICES

All the deliverables shall be compiled, classified and submitted by the Consultant to the Employer in hard copies and soft form, to the extent possible. The documents comprising the deliverables shall remain the property of the Employer and shall not be used by the Consultant for any purpose other than that intended under these Terms of Reference without the permission of the Employer. The Consultancy shall be deemed to be completed within three years from the date of signing of this agreement, unless extended by the Employer in accordance with Clause 4 Time Duration and Payment of the TOR.



SECTION - 8 FORM OF CONTRACT



CONTRACT FOR CONSULTANTS' SERVICES

Between

The [Employer representative], Madhya Pradesh Housing & Infrastructure Development Board,
Bhopal.

and

[name of the Consultant]

Dated:



I. Contract

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between the [Employer representative], Madhya Pradesh Housing & Infrastructure Development Board, Bhopal, (hereinafter called the “Employer”), of the First Part

and,

[name of Consultant] (hereinafter called the “Consultant”) of the Second Part.

WHEREAS

- a) the Consultant, having represented to the “Employer” that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated XX.02.2020 issued by the Employer;
- b) the “Employer” has accepted the offer of the Consultant 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:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - The General Conditions of Contract;
 - The Special Conditions of Contract;
 - The following Appendices:
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C: Staffing schedule
 - Appendix D: Cost Estimates
 - Appendix E: Duties of the “Employer”
 - Appendix F: Duties of the "Consultant"
 - Bid Document
 - Technical Submission of the Consultant.
2. The mutual rights and obligations of the “Employer” and the Consultant shall be as set forth in the Contract, in particular:
 - a) the Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and
 - b) the “Employer” shall make payments to the Consultant in accordance with the provisions of the Contract.



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

Signed by -----

For and on behalf of the Employer

Madhya Pradesh Housing & Infrastructure Development Board

Bhopal

In presence of (Witnesses)

(i)

(ii)

[Authorized Representative]

For and on behalf of [name of Consultant]

[Authorized Representative]

name of member]

In presence of

(Witnesses)

(i)

(II)



II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions:

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

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



- inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a).
- m) "Reimbursable expenses" means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
 - n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
 - o) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
 - p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
 - q) "Third Party" means any person or entity other than the "Employer", or the Consultant.
 - r) "In writing" means communicated in written form with proof of receipt.

1.2 Relationship between the Parties

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

1.3 Law Governing Contract:

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

1.4 Headings:

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

1.5 Notices

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

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

1.6 Location:



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

1.7 Deleted

1.8 Authorized Representatives:

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Employer” or the Consultant may be taken or executed by the officials specified in the SC.

1.9 Taxes and Duties:

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

1.10 Fraud and Corruption

1.10.1 Definitions:

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

- a) “Corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the selection process or in contract execution;
- b) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- c) “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;
- d) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.10.2 Measures to be taken by the Employer

- a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that



contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;

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

1.10.3 Commissions and Fees

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract:

This Contract shall come into force and effect on the date (the "Effective Date") of the Employer's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective:

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

2.3 Commencement of Services:

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.4 Expiration of Contract:

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

2.5 Entire Agreement:

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be



bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations:

- a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition

- a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the nonperformance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.
- c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract:

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

2.7.3 Measures to be taken:

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



- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the “Employer”, shall either:
 - i. Demobilize; or
 - ii. Continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.
- e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension:

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

2.9 Termination

2.9.1 By the “Employer”: The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause GC 2.9.1.

- a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.
- b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.



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

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

2.9.3 By the Consultant:

The Consultant may terminate this Contract, by not less than thirty (30) days’ written notice to the “Employer”, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.3.

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

2.9.4 Cessation of Rights and Obligations:

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC



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

2.9.5 Cessation of Services:

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1, GC 2.9.2 or GC 2.9.3 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the "Employer", the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.6 Payment upon Termination:

Upon termination of this Contract pursuant to Clauses GC 2.9.1, GC 2.9.2 or GC 2.9.3 hereof, the "Employer" shall make the following payments to the Consultant:

- a) If the Contract is terminated pursuant to Clause 2.9.1 (h), (i) or 2.9.2, remuneration pursuant to Clause GC 6.3(h); (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
- b) If the Contract is terminated pursuant of Clause 2.9.1 (a) to (g), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.7 Disputes about Events of Termination:

If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance:



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

3.2 Conflict of Interests:

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

3.2.1 Consultant not to benefit from Commissions, Discounts, etc.:

- a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
- b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the Consultant shall comply with the Employer’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Employer”. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the “Employer”.

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

3.2.3 Prohibition of Conflicting Activities:

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

3.3 Confidentiality:



The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Contract disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Employer to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Employer, its technology, technical processes, business affairs or finances or any information relating to the Employer's employees, officers or other professionals or suppliers, customers, or contractors of the Employer; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Contract ("Confidential Information"), without the prior written consent of the Employer.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Employer, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.

3.5 Insurance to be Taken out by the Consultant:

The Consultant (i) shall take out and maintain, and shall cause any Subconsultants to take out and maintain insurance, at their (or the Subconsultants', as the case may be) own cost, insurance against the risks, and for the coverage specified in the SC, and (ii) at the "Employer's request, shall provide evidence to the "Employer" showing that such insurance



has been taken out and maintained and that the current premiums therefore have been paid.

3.6 Accounting, Inspection and Auditing:

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

3.7 Consultant’s Actions Requiring “Employer’s Prior Approval: The Consultant shall obtain the “Employer’s prior approval in writing before taking any of the following actions:

- a) Any change or addition to the Personnel listed in Appendix C.
- b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the “Employer”. Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the “Employer” to be incompetent or incapable or undesirable in discharging assigned duties, the “Employer” may request the Consultant to provide a replacement, with qualifications and experience acceptable to the “Employer”, or to resume the performance of the Services itself.

3.8 Reporting Obligations:

The Consultant shall submit to the “Employer” the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. All reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.9 Documents Prepared by the Consultant to be the Property of the “Employer”:

Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Employer in the course of the Services shall be confidential and become and remain the absolute property of the Employer. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Employer.

If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Employer’s prior written approval to such agreements, and the Employer shall be entitled at its discretion to require recovering



the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

3.10 Equipment, Vehicles and Materials Furnished by the “Employer”:

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

3.11 Equipment and Materials provided by the Consultants:

Equipment or materials brought into the Government’s country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. CONSULTANTS’ PERSONNEL AND SUB-CONSULTANTS

4.1 General:

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

4.2 Description of Personnel:

- a) the title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant’s Key Personnel are as per the consultant’s proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the “Employer”, his/her name is listed as well.
- b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the “Employer”, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10%, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the “Employer's written approval.
- c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the “Employer” and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel:



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

4.4 Removal and/or Replacement of Personnel:

- a) except as the “Employer” may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- b) If the “Employer” (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the “Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the “Employer”.
- c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the “Employer”. The Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement. The Employer expects all the Key Personnel to be available during implementation of the Contract. The Employer will not consider replacement/substitution of Key Personnel during the initial 12 months except for reasons of any incapacity or due to health or employee leaving the organisation. Such replacement/substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Employer. Without prejudice to the foregoing, substitution of Key Personnel's shall be permitted subject to reduction of remuneration equal to 5% (five per cent) of the total remuneration specified for the original Key Personnel who is proposed to be substituted/replaced.

4.5 General Manager:

If required by the SC, the Consultant shall ensure that at all times during the Consultant's performance of the Services a General Manager, acceptable to the “Employer”, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE “EMPLOYER”

5.1 Assistance and Exemptions:

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



- a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Change in the Applicable Law Related to Taxes and Duties:

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

5.3 Services, Facilities and Property of the “Employer”:

- a) The “Employer” shall make available to the Consultant and its Personnel, for the purposes of the Services and **free of any charge**, the services, facilities and property described in Appendix E at the times and in the manner specified in said **Appendix E**.
- b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultant for the performance of the Services.

5.4 Payment:

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

5.5 Counterpart Personnel:

- a) If necessary, the “Employer” shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the Consultant’s advice, if specified in Appendix E.
- b) Professional and support counterpart personnel, excluding Employer’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Employer shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT



6.1 Total Cost of the Services

- a) The total cost of the Services payable is set forth in Appendix D as per the consultant's proposal to the Employer and as negotiated thereafter.
- b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.
- c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment:

All payments shall be made in Indian Rupees.

6.3 Mode of Billing and Payment

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

- (a) A Mobilization Advance for an amount upto 10% (ten per cent) of the Agreement Value shall be paid to the Consultant on request and against a Bank Guarantee from a Scheduled Bank in India in an amount equal to such advance, such Bank Guarantee to remain effective until the advance payment has been fully set off as provided herein. The advance outstanding shall attract simple interest @ 10% (ten per cent) per annum and shall be adjusted in six equal installments from the first six stage payments due and payable to the Consultant, and the accrued interest shall be recovered from the fifth installment due and payable thereafter.
- (b) The Consultant shall be paid for its services as per the Payment Schedule at Appendices-D of this Agreement, subject to the Consultant fulfilling the following conditions:
 - (i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Employer, the work pertaining to the preceding stage.
 - (ii) The Employer shall pay to the Consultant, only the undisputed amount.
- (c) The Employer shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Employer of duly completed bills with necessary particulars (the "Due Date"). Interest at the rate of 10% (ten per cent) per annum shall become payable as from the Due Date on any amount due by, but not paid on or before, such Due Date.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Employer. The Services shall be deemed completed



and finally accepted by the Employer and the final deliverable shall be deemed approved by the Employer as satisfactory upon expiry of 90 (ninety)

days after receipt of the final deliverable by the Employer unless the Employer, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Employer shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Employer.

- (e) Any amount which the Employer has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Employer within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Employer for reimbursement must be made within 1 (one) year after receipt by the Employer of a final report in accordance with Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- (f) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Employer by the Consultant.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith:

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

7.2 Operation of the Contract:

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

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement:

Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving



the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

8.2 Arbitration:

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

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

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

9. Liquidated Damages

9.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Employer in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 10% (ten per cent) of the Contract Value.

9.2 Liquidated Damages for delay

In case of delay in submission of deliverables beyond two weeks from due date of submission of deliverable, liquidated damages not exceeding an amount equal to 1% (one per cent) of the milestone payment per day, subject to a maximum of 10% (ten per cent) of the milestone payment will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.



10. Miscellaneous provisions:

- a) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- b) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- c) The Contractor/Consultant shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- d) Each member/constituent of the Contractor/Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- e) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- f) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant.
- g) The Contractor/ Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- h) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- i) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/Consultant) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.



III. Special Conditions of Contract

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

| SC Clause | Ref. of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|-----------|-------------------|--|
| 1. | 1.5 | <p>The addresses are:</p> <p>1. "Employer" : Madhya Pradesh Housing & Infrastructure Development Board, 4th Floor, Block-3, Paryawas Bhawan, Mother Teresa Road, Bhopal Attention : Additional Housing Commissioner - 2, MPHIDB</p> <p>Telephone : +91-755-2551659, 2550987, 2554809 Facsimile:+91-755-2556065 E-mail: webmaster.hb@mp.gov.in; mphousing@email.com Website: www.mphousing.in</p> |
| | | <p>2. Consultant :</p> <p>Attention :</p> <p>Facsimile :</p> |
| 2. | 1.7 | Deleted |
| | | Deleted |
| 3. | 1.8 | <p>The Authorized Representatives are:</p> <p>For the "Employer": Additional Housing Commissioner - 2, MPHIDB</p> <p>For the Consultant:</p> |
| 4. | 2.1 | Effectiveness of the Contract: From the date of signing of the Contract |
| 5. | 2.2 | The time period shall be 1 (one) month |
| 6. | 2.3 | The time period shall be 15 days |



| | | |
|----|-----|--|
| 7. | 2.4 | The time period shall be 36 months |
| 8. | 3.4 | The following limitation of the Consultant's Liability towards the Employer can be subject to the Contract's negotiations: "Limitation of the Consultant's Liability towards the Employer: |
| | | <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Employer's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds three times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law</p> |
| 9. | 3.5 | The risks and the insurance coverage shall be as follows: |
| | | (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage as per Indian Motor Vehicle Act 1988; |
| | | (b) Third Party liability insurance, with an adequate coverage |
| | | (c) Professional liability insurance to cover the employer against any loss suffered by the employer due to the professional service provided by the Consultant, with a minimum coverage of equal to the value of Contract Price |
| | | (d) Workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and |



| | | |
|-----|-----|--|
| | | (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural calamity. |
| 10. | 4.5 | {The person designated as project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.5.} |
| 11. | 6.1 | (b) The ceiling in local currency is: [insert amount and |
| | | currency] |
| 12. | 6.3 | For time-based contracts remuneration will be paid on monthly basis. |
| 13. | 8.3 | The Arbitration proceedings shall take place in Bhopal in India. |

Binding signature of Employer Signed by _____

(for and on behalf of the Employer)

Binding signature of Contractor Signed by _____

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

In the presence of
(Witnesses)

- 1.
- 2.



IV. Appendices



APPENDIX A – DESCRIPTION OF SERVICES

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

APPENDIX B - REPORTING REQUIREMENTS

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

APPENDIX C – STAFFING SCHEDULE

(Include here the agreed (negotiated staffing schedule including the engagement of sub-contractors, if any)

APPENDIX D – Total COST OF SERVICES IN/PAYMENT SCHEDULE

(Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)

APPENDIX E - DUTIES OF THE “EMPLOYER”

(Include here the list of Services, facilities and property to be made available to the Consultant by the “Employer”).