

City Managers Association Madhya Pradesh

Room no.306, Palika Bhawan, Near 6 No. Bus Stop, Shivaji Nagar Bhopal 462016

Invitation for Consultancy Services

RFP NO./CMAMP/2014/719

Dated: 09/07/2014

"Simhastha Mela Master Plan for Omkareshwar"

&

"Tourism Infrastructure Development Plan for Maheshwar, Mandleshwar, Mandsaur and Nalkheda."

The City Managers Association, Madhya Pradesh (CMAMP) hereby invites proposals from consultancy firms and organizations for preparation of "Simhastha Mela Master Plan for Omkareshwar" and "Tourism Infrastructure Development Plan for Maheshwar, Mandleshwar, Mandsaur and Nalkheda." The Detailed ToR can be seen at website: www.cmamp.com.

Physical submission of proposals (hard copy) should be done at the address mentioned above. Amendments to NIT, if any, would be published on website only, and not in newspaper. CMAMP reserves the right to accept or reject any proposal without assigning any reason.

**President
City Mangers' Association
Madhya Pradesh**

Request for Proposal

**Simhastha Mela Master Plan for Omkareshwar
and
Tourism Infrastructure Development Plan (TIDP)
for
Maheshwar, Mandleshwar, Mandsaar and Nalkheda
RFP No 1/2014/719**

**City Managers' Association
Madhya Pradesh**

July 2014

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Letter of Invitation

Invitation No :CMAMP/1/2014/719

Bhopal, 09July 2014

1. City Managers' Association,MP (hereinafter 'the Client') now invites proposals to provide consulting services for preparation of **Simhastha Mela Master Plan for Omkareshwar and Tourism Infrastructure Development Plan (TIDP) for Maheshwar, Mandleshwar, Mandsaur and Nalkheda** towns of Madhya Pradesh. Further details of the services requested are provided in the Terms of Reference.
2. All information contained in this package should be treated as commercially confidential and you are required to limit dissemination on a need-to-know basis.
3. A firm shall be selected under *Quality and Cost Based Selection* and procedures described in this RFP, in accordance with the policies of the GoMP.
4. The RFP includes the following documents:
 - i. Letter of Invitation
 - ii. Data Sheet and Instructions to Consultants, see Annexure A
 - iii. Technical Proposal, for Standard Forms see Annexure B
 - iv. Financial Proposal, for Standard Forms see Annexure C
 - v. Terms of Reference (ToR), see Annexure D
 - vi. Standard Contract Document, see Annexure E
5. Please note that while all the information and data regarding this RFP is, to the best of the Client's knowledge, accurate within the considerations of scoping the proposed contract, the Client holds no responsibility for the accuracy of this information and it is the responsibility of the Consultant to check the validity of data included in this document.
6. Proposals will be evaluated technically and the financial bids of the qualifying firms will be opened following the QCBS procedure.
7. Bidders must ensure that the personnel proposed against key positions (one or more) should not be the same as already proposed/ contracted in other CMAMP/UADDMP bids. Any proposal which is not in conformity with the above will be disqualified.
8. Confirmation of your firm's intention to submit proposal should be sent to:

Re: Consulting Services: Simhastha Mela Master Plan for Omkareshwar and Tourism Infrastructure Development Plan (TIDP) for Maheshwar, Omkareshwar, Mandleshwar, Mandsaur and Nalkheda

The President
City Managers' Association MP

6 No. Stop, Palika Bhawan
Bhopal 462 016, Madhya Pradesh
Telephone: + 91 755 4044490

9. KEY DATES : Key Dates for the bid are as below:

Pre-bid meeting Date and Time:	18-07-2014 14:00
Physical Bid Submission End Date:*	25-07-2014 14:00
Technical Proposal* Open Date	25-07-2014 16:15
Financial Bid Open Date (Tentative):* *	30-07-2014 14:00

* Technical Presentation date shall be informed to the bidders receiving qualifying marks

* **Financial Bid Opening Date is tentative & will be notified to the qualified bidders.

Annexure A: Data Sheet and Instructions to Consultants

Data Sheet

1.	Name of the Client: City Managers' Association , MP
2.	Title of Consulting Service is: Simhastha Mela Master Plan for Omkareshwar and Tourism Infrastructure Development Plan (TIDP) for Maheshwar, Mandleshwar, Mandsaur and Nalkheda
3.	Period of assignment : 12 weeks
4.	Method of selection: Quality and Cost Based Selection (QCBS)
5.	Technical Proposal to be submitted : Yes
6.	Financial Proposal to be submitted : Yes
7.	A pre-proposal conference will be held: YES Date: 18-07-2014 Time: 14:00 PM City Managers' Association, Madhya Pradesh Place: Room no. 306-07, 6 No. Stop, Palika Bhawan, Shivaji Nagar Bhopal 462 016, Madhya Pradesh (However, if the invitee firm wishes to seek clarification it may do so in writing to the Client or the Client's Representative)
8.	The Client Representative is: City Managers' Association, M.P. Address: 6 No. Stop, Palika Bhawan, Shivaji Nagar Bhopal Telephone: + 91 755 4044490 E-mail: cmampindia@yahoo.com
9.	Proposals must remain valid for 180 days after the submission date indicated in Data Sheet.
10.	Clarifications may be requested up to 18.07.2014, no request shall be entertained after 18.07.2014. All requests for clarifications will be directed to Client's representative. The Client will respond to requests for clarifications by electronic means within seven (7) days prior to the proposal submission date.
11.	The Consultant is required to include with its Proposal written confirmation of authorisation to sign on behalf of the Consultant: Yes
12.	Joint Ventures or Consortia are permissible: No
13.	Bidders Eligibility Criteria – i. minimum annual turnover of consultancy fee amounting to Rs.2.00 crores (Rs. two crores) or more in each of the last five financial years (2008-09,2009-10, 2010-11, 2011-12 and 2012-13). Eligible bidder shall give evidence of the annual turnover. The Bidder must ensure that they submit the evidence of eligibility criteria on turnover in the form of audited financial statements for the last five financial years along with their Technical Proposal. Please note that the proof of turnover must be part of the technical proposal and not the financial proposal. ii. Minimum experience of at least 10 years of working in the field of Urban Planning and related areas; iii. Experience of preparation of at least Two Master Plan / Development Plan which have been notified by the concerned authority iv. Experience of preparation of Master Plan/Mela Plan for Kumbh/Ardh Kumbh/Similar Mela shall be added qualification.

14.	<p>Technical Presentation: Bidders scoring 775 and more marks out of 950 marks (Excluding 50 marks of Technical presentation) will be invited to make a Technical Presentation. The overall qualifying marks for eligible bidders to participate in opening of the financial proposal will be 800 as stated in Instruction to bidders.</p> <p>Date, Time and Venue of the presentation will be notified to the bidders scoring 775 and more marks.</p> <p>NOTE: Only the proposed Team Leader or a senior member of the team shall be permitted to make the presentation.</p>
15.	<p>RFP documents may be downloaded from CMAMP website www.cmamp.com . The cost of RFP document is Rs. 5,000/(Non Refundable). The bidders shall prepare demand draft of Rs. 5000/-drawn in the name of “President, City Managers' Association, MP and drawn on a scheduled commercial bank with a branch in Bhopal, Madhya Pradesh. The Demand Draft is to be submitted separately with the proposal.</p> <p>Note: No Bid shall be accepted without Demand Draft prescribed as above.</p>
16.	<p>Submission of Proposal:</p> <p>Hard copies of the proposal may be submitted in the following envelopes:</p> <ol style="list-style-type: none"> 1. Envelope A: Demand Draft of Rs. 5000/- RfP/Tender purchase cost 2. Envelope B: Bid security of Rs. 50,000 (Rupees Fifty Thousand Only). The instrument of payment shall be a demand draft drawn in the name of “President, City Managers' Association, MP and drawn on a scheduled commercial bank with a branch in Bhopal, Madhya Pradesh. 3. Envelope C: i) Containing the Original + 2 copies of technical proposal, along with audited annual financial statements. ii) Soft copy of Technical proposal in PDF format in a CD 4. Envelope D: Original Financial Proposal + Soft copy of Financial proposal in PDF format in a CD <p>Envelopes A, B,C and D are to be submitted in separate sealed envelopes and then enclosed in a single wax sealed envelope.</p> <p>This larger envelope should be super-scribed “DO NOT OPEN EXCEPT FOR IN THE PRESENCE OF THE BID EVALUATION SUB-COMMITTEE”.</p> <p>Envelope containing Demand Draft for purchase of RfP/tender should be clearly marked "DD FOR RFP/TENDER PURCHASE" and for Bid security "BID SECURITY FOR[Title of Consulting Service] – DO NOT OPEN EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE”.</p> <p>Financial and Technical Proposals should be clearly marked ‘FINANCIAL (or TECHNICAL) PROPOSAL FOR [Title of Consulting Service] – DO NOT OPEN EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE’.</p> <p><i>Note : Financial proposal should contain Combined Financial Quote (SMMP+TIDP)</i></p>
17.	<p>A Bank Guarantee is to be submitted by the winning Bidder upon signing of Contract: Yes</p>
18.	<p>If yes, the amount will be 5 percent of the contract value; the same will be provided in the form of a Bank Guarantee.</p> <p>Bank Guarantee will be made in the name of President, City Managers' Association , MP</p>
19.	<p>Address for submission of Proposals:</p> <p>The President City Managers' Association, M.P. Address: 6 No. Stop Palika Bhawan, Shivaji Nagar, Bhopal Telephone: + 91 755 255404490</p>

20.	Arrange office space and Commencement of Consulting Services: Within a period of 7 (Seven) days from the date of work order. The successful bidder who has been awarded the work should mandatorily set up Project office at Bhopal , till the completion of the project.	
21.	Evaluation of the proposal will be based on the marks given below.	
S. No.	Particulars	Maximum Marks
1.	Financial Capacity	200
2.	Experience	250
	a) Working Experience in the field of Urban Planning and related areas.	50
	b) Preparation of atleast 2 Master Plan / Development Plans of Indian cities notified by the concerned authority	150
	c) Preparation of Mela Plan for any Kumbh/Ardh Kumbh/Similar Mela during the last five years or Notified Master Plan of city of Religious importance	50
3.	Approach, Methodology and Work Plan (Presentation)	50
	a) Innovativeness/comments on ToR and case study of at least 2 Kumbh/Ardh Kumbh/Similar Melas	10
	b) Methodology, work plan and innovativeness	10
	c) Work program/personnel schedule/team structure	10
	d) Concept plan/Proposals	20
4.	Technical Capacity	500
Total Marks		1000

- *The Technical Proposal must include an undertaking by the bidder stating that none of the consultants proposed in the present proposal have been demobilised for poor/unsatisfactory performance from any project during the last three years. The undertaking must be a separate document and should form an indispensable part of the Technical Proposal.
- ^ Any bid which proposes to use a consultant who is already committed on any other UADD/CMA MP project/contract and whose deployment on the new contract would be in conflict with the working of any existing contract shall be scored zero against that position.

Check list for Bidders

The following checklist is for the convenience of the bidders. Kindly check the following points before submitting the bids.

Checklist	Checkbox (please tick)
1. Whether the proposals have been properly sealed, maked and labelled as required?	<input type="checkbox"/>
2. Have you submitted Separate DD for purchase of RF	<input type="checkbox"/>
3. Have you submitted Separate Technical & Financial Envelopes?	<input type="checkbox"/>
4. Whether the proposal has been signed by concerned authority?	<input type="checkbox"/>
5. Whether submitted number of copies as prescribed in the data sheet?	<input type="checkbox"/>
6. Whether submitted the soft copy of the Technical and Financial proposals in PDF format?	<input type="checkbox"/>
7. Have you enclosed the EMD in Envelope-B?	<input type="checkbox"/>
8. Whether the EMD/Bid security drawn on a nationalized bank?	<input type="checkbox"/>
9. Have all the pages of proposal been signed and sealed ?	<input type="checkbox"/>
10. Have all the CV's Signed by Concerned person and properly authorized?	<input type="checkbox"/>
11. Is the CV submitted according to the format given?	<input type="checkbox"/>
12. Have you checked the Eligibility Criteria & Enclosed the relevant documents as proof?	<input type="checkbox"/>
13. Whether the number of pages of the proposal properly indexed?	<input type="checkbox"/>

Instructions to Consultants

- 1 Introduction**
- 1.1 The Consultants are invited to submit a Technical Proposal and Financial proposal as specified in the Data Sheet. The Proposal shall be the basis for a signed Contract with the selected Consultant.
- 1.2 The Consultant shall bear all costs associated with the preparation and submission of its Proposal and contract negotiation.
- 1.3 The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to award of Contract without thereby incurring any liability to the Consultant.
- Eligible Consultants*
- 1.4 A Consultant may be a person, private entity, government-owned entity (subject to Clause 1.5)
- 1.5 Government-owned enterprises in India may participate as a bidder only if they can establish that they: a) are legally and financially autonomous, b) operate under commercial law, and c) are not dependent agencies of UADD.
- 1.6 A firm or individual declared ineligible by the Government of India or GoMP shall be ineligible to provide consulting services under the project.
- 1.7 Consultants shall provide such evidence of their continued eligibility satisfactory to the Client, as the Client shall reasonably request.
- Conflict of Interest*
- 1.8 In the event of a conflict of interest, the Consultant is required to obtain confirmation of 'no objection' from the Commissioner, UADD in order to bid. Commissioner UADD reserves all the rights in case of any such Conflict. Conflict of interest exists in the event of: (i) the supply of services, equipment or works whose ToR/specifications were prepared by the bidding Consultant (individuals and organisations); (ii) the successor to a previous assignment executed by the bidding Consultant (e.g. implementation of a project for which the Consultant has conducted a feasibility assessment) ; (iii) conflicting assignments, typically monitoring and evaluation/environmental assessment by the implementation Consultant; (iv) Consultants, suppliers or contractors who are filling, or whose personnel or relatives are filling a post with UADD or participating ULBs e.g. advisory role, team leader; (v) Consultants, suppliers or contractors (individuals and organisations) who have a business or family relation with a Client staff member directly or indirectly involved in the preparation of the ToR, specifications, related recruitment or supervision, and (vi) practices prohibited under the anticorruption policy of the Government of India, the Government of Madhya Pradesh.
- Disclosure*
- 1.9 Consultants have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Consultant or termination of its Contract.
- 1.10 **Consultants must disclose** if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Consultant, including but not limited to appointment of any officer such as a

- receiver in relation to the Consultant’s personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- 1.11 **Consultants must disclose** if they or any of their sub-consultants have been convicted of, or are the subject of any proceedings relating to:
- a) a criminal offence or other serious offence involving the activities of a criminal organisation, or where they have been found by any regulator or professional body to have committed professional misconduct;
 - b) corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract, with UADD, a City Municipal Council/Corporation, any other donor of development funding, or any contracting authority;
 - c) failure to fulfil any obligations in any jurisdiction relating to the payment of taxes or social security contributions.
- Anticorruption* 1.12 A recommendation for award of Contract will be rejected if it is determined that the recommended Consultant has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
- Only one Proposal* 1.13 Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.
- 2 Clarification of RFP Documents** 2.1 Consultants may request clarification of any of the RFP documents up to a specified number of days before the submission date as indicated in the Data Sheet. Any request for clarification must be sent in writing, including by standard electronic means, to the Client’s Representative whose address is provided in the Data Sheet. The Client will respond by standard electronic means within the period specified in the Data Sheet, and will send written copies of the response (including an explanation of the query, without identifying the source of inquiry) to all Consultants who have formally indicated that they intend to submit a Proposal. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure set out under Clause 2.2.
- Amendment of RFP documents* 2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing, including by standard electronic means.
- 2.3 Any addendum will be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments in writing, including by standard electronic means, in order to remain eligible.
- 2.4 To give Consultants reasonable time in which to take an addendum into account in preparing their Proposals , the Client may , at its discretion , extend the deadline for the submission of the Proposals , pursuant to Clause 5.31.
- 3 Preparation of Proposals** 3.1 The Proposal and all related correspondence exchanged between the Consultant and the Client shall be written in the English language. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for the purposes of interpretation of the Proposal, the translated version
- Language of Proposals*

		shall govern.
<i>Cost of bidding</i>	3.2	The Consultant shall bear all costs associated with the preparation and submission of its Proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
<i>Sub-consultant arrangements and Joint Ventures</i>	3.3	Sub-consultancy and JV is not allowed
<i>Experts</i>	3.4	Alternative experts shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position. Each CV should be signed by the concerned expert and authorised by the bidder's representative.
4 Full-time employees	4.1	It is mandatory that the Team Leader or expert proposed as Team Leader and other experts are a regular full-time employee of the Consultant. A regular full-time employee is defined as a person who, on the date of submission of the Consultant's Proposal: <ol style="list-style-type: none"> a) is currently employed under a contract or agreement of employment with the Consultant; b) has been employed by the Consultant for the 12 consecutive months immediately preceding the date of submission of the Proposal; c) is entitled to receive regular remuneration and benefits from the Consultant; and d) is engaged to work for the Consultant for the number of hours per day and days per year considered the norm in the country of employment or in the country in which the person is assigned.
5 Instructions for submission of Proposal	5.1	These instructions should be read in conjunction with information specific to the consulting services contained in the Covering Letter, Data Sheet and accompanying documents.
	5.2	Proposals must be received before the deadline specified in the Data Sheet to tender. Proposals must be submitted to the address specified on the Data Sheet and delivered on or before the time specified in the Data Sheet.
<i>Documents comprising the Proposal</i>	5.3	Consultants shall submit simultaneously Four sealed envelopes , one containing the DD for Tender Purchase (i.e Envelope-A), EMD (i.e Envelope-B), Technical Proposal (Envelope-C) and Financial proposal (i.e Envelope-D) enclosed together in an outer single envelope . The Technical Proposals will be opened at the date and time specified in the Data Sheet. The Financial Proposal shall be opened as per Clause 5.4.
	5.4	The Financial Proposals for all the qualifying technical proposals will be opened in public at a date and time specified in the Data sheet.
<i>Technical Proposal (see Annexure B)</i>	5.5	The Technical Proposal shall contain the following: <ol style="list-style-type: none"> a) Section 1: Covering Letter, subject to maximum of two (2) pages ,Bidder Form(Form Tech 1); b) Section 2: Experience/ Capacity of Firm to undertake tasks, subject to maximum two (2) pages; c) Section 3: Project detail sheets outlining previous experience of the firm in similar types of assignments completed during

- the last ten years (in prescribed format), subject to maximum of fifteen (15) pages (Form Tech 2); along with completion certificate of each project
- d) Section 4: Technical Response including general approach, methodology, work plan, personnel schedule, and qualifications to ToR, restricted to maximum of twenty (20) pages including charts and diagrams;
- e) Section 5: CVs of personnel to work on this project (in the CV please include name of staff, nationality of staff, profession/designation of staff, proposed position in the team, whether employee of the firm, number of years with the firm, key qualifications, education, experience and languages known), restricted to maximum of two (2) pages per CV (Form Tech 3);
- f) Section 6: List of proposed expert team and summary of CV particulars relevant to the project subject to maximum of two (2) pages (use Form Tech 4);
- g) Section 7: Matters not appropriate in any other section. This includes:
- written confirmation authorising the signatory of the Proposal to commit the Consultant;
 - Declaration of conflict of interest, if any.
- It should not include any promotional material, brochures, etc.
- h) Audited balance sheet of last five years as mentioned in the Data
- i) Copy of Company Registration etc.
- j) CD containing soft copy of the Technical proposal in PDF format
- 5.6 No mention of your commercial response should be made anywhere in the Technical Proposal, unless specified in the Data Sheet; non-confirmation will result in automatic disqualification of the Consultant's Proposal.
- Financial Proposal*
(see Annexure C)
- 5.7 The Financial Proposal shall contain the following:
- a) Section 2: Pricing, using prescribed formats on a fees and expenses basis;
- 5.8 An authorised representative of the Consultant shall Sign the Financial Proposal.
- 5.9 All activities and items described in your Technical Proposal must be priced. For non-material omissions, any activities or items described in the Technical Proposal but not priced shall be assumed included in the prices of other activities or items.
- Submission instructions*
- 5.10 Consultants are expected to carefully review the contract provisions attached in the RFP for preparation of their Technical and Financial Proposals.
- 5.11 Demand Draft for purchase of RFP/TENDER must be submitted in the

- Envelope -A as mentioned in the Data sheet. No proposal shall be entertained if Tender Purchase DD is not included in the proposal. The Consultant shall submit both Technical and Financial Proposals using the appropriate submission sheets provided in **Annexure B: Technical Proposal Submission Forms and Annexure C: Financial Proposal Submission Forms**. These forms must be completed without any alteration to their format, and no substitutes will be accepted. All fields shall be completed with the information requested.
- 5.12 Consultants are required to submit their Technical Proposal in hard copy, as well as in soft copy in Adobe Acrobat (PDF) format only. The number of hard copies to be submitted is specified in the Data Sheet. The Financial proposal must be submitted as per Data sheet.
- 5.13 In case of discrepancies between the softcopy and the hard copy, the softcopy will be considered the binding version.
- Proposal prices*
- 5.14 Proposal prices shall be quoted in **Indian rupees**.
- 5.15 Prices quoted by the Consultant shall be fixed during the Consultant's performance of the Contract and not subject to variation on any account, unless otherwise specified in the Data Sheet
- Taxes*
- 5.16 The Consultant may be subject to taxes (such as: Service tax, value added or sales tax, duties, etc) on amounts payable by the Client under the Contract.
- Proposal validity*
- 5.17 Proposals shall remain valid for the period specified in the Data Sheet commencing with the deadline for submission of Technical and Financial Proposals as prescribed by the Client.
- 5.18 A Proposal valid for a shorter period shall be considered non-responsive and will be rejected by the Client.
- 5.19 In exceptional circumstances, prior to the expiration of the proposal validity period, the Client may request Consultants to extend the period of validity of their Proposals. The request and the responses shall be made in writing. A Consultant may refuse the request. A Consultant granting the request shall not be required or permitted to modify its Proposal.
- 5.20 During the Proposal validity period, Consultants shall maintain the availability of experts nominated in the Proposal. The Client will make its best effort to complete negotiations within this period.
- Format and signing of Proposals*
- 5.21 These instructions should be read in conjunction with information specific to the assignment contained in the Letter of Invitation, Data Sheet and other accompanying documents.
- 5.22 Technical Proposal (original plus the number of copies specified in the Data Sheet) shall be placed in an envelope clearly marked 'TECHNICAL PROPOSAL' and 'ORIGINAL' or 'COPY No. #_#'. Financial Proposal (original plus the number of copies specified in the Data Sheet) shall be placed in an envelope clearly marked 'FINANCIAL PROPOSAL' and 'ORIGINAL' or 'COPY No. #_#'. The EMD shall be enclosed in Envelope-B marked 'DD of EMD as per Data Sheet'. DD for Tender/RFP purchase shall be enclosed in Envelope-A marked 'DD for RfP/Tender purchase" as per Data Sheet.

- 5.23 In the event of any discrepancy between the original and the copies, the original shall prevail.
- 5.24 The Financial Proposal shall be submitted as per clause 5.22.
- 5.25 The Four envelopes (i.e. Envelope-A, Envelope-B, Envelope-C and Envelope-D) should be sealed separately and must be put in the wax sealed envelope. If Envelopes are not enclosed as prescribed, or is not sealed as per Clause 5.29, the Proposal will be rejected.
- 5.26 The original and all copies of Technical Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Consultant. This authorisation shall consist of a written confirmation and shall be attached to the Technical Proposal. The name and position of each person signing the authorisation must be typed or printed below the signature. All pages of the Proposal, except for unamended printed literature, shall be signed or initialled by the person signing the Proposal.
- 5.27 Any interlineation, erasures, or overwriting shall be valid only if signed or initialled by the person signing the Proposal.
- 5.28 All bids must contain Technical, Financial Proposals and Demand Drafts as described in the Data Sheet.
- Sealing and marking of Proposals*
- 5.29 The envelopes containing the DD for Tender Purchase, EMD, Technical Proposal and Financial proposal shall be sealed in an outer envelope. This outer envelope shall be sealed, and signed over the seal, and will be clearly labeled with:
- a) Title of Consulting Services;
 - b) RFP Number
 - c) Deadline for Submission; and
 - d) Address of the Consultant.
- In addition, envelopes shall bear the following directions:
- e) 'DO NOT OPEN EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE'.
- Deadline for submission of Proposals*
- 5.30 Proposals must be submitted to the address specified on the Data Sheet and delivered on or before the time specified in the Data Sheet/Key-Dates
- 5.31 The Client may, at its discretion, extend the deadline for the submission of Technical and Financial Proposal by amending the RFP in accordance with Clause 2.2, in which case all rights and obligations of the Client and Consultants subject to the previous deadline shall thereafter be subject to the deadline as extended.
- 5.32 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation and ranking of Proposals, and recommendation for award of Contract, may result in the rejection of the Proposal.
- Late Proposals*
- 5.33 The Client will not consider any Proposal that arrives after the deadline prescribed by the Client for submission of Proposals in the

- Data Sheet. Any Proposal received after the respective deadline for submission shall be declared late, rejected, and returned unopened to the Consultant.
- Withdrawal of Proposals*
- 5.34 A Consultant may withdraw its Proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by an authorised representative, and including a copy of the authorisation document. The Withdrawal Notice must be:
- a) submitted in accordance with Clause 5.29 and the respective envelopes shall be clearly marked 'WITHDRAWAL'; and
 - b) received by the Client prior to the deadline prescribed by the Client for submission of Proposals.
- 5.35 Proposals that are withdrawn in accordance with Clause 5.34 shall be returned unopened to the Consultant.
- 5.36 No Proposal shall be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified in the Data Sheet or any extension thereof, except in the case of a request by the Client to extend the Proposal validity.
- 6 Opening of Proposals**
- 6.1 The Client will open Envelope-A for Cost of Tender Document, Envelope-B for EMD & Envelope-C for Technical Proposals in the presence of Consultants' representatives who choose to attend, at the address, date and time specified in the Data Sheet as the deadline for submission.
- Opening of Technical Proposals*
- 6.2 First, envelopes marked 'WITHDRAWAL' will be opened, read out, and recorded, and the envelope containing the corresponding Technical and financial Proposals will not be opened, and will be returned unopened to the Consultant. No Proposal shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorisation to request withdrawal and is read out and recorded at the opening of Technical Proposals.
- 6.3 All remaining envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded:
- a) the name of the Consultant; and
 - b) any other details as the Client may consider appropriate.
- 6.4 Only Technical Proposals read out and recorded at Proposal opening shall be considered for evaluation. No Proposal shall be rejected at the opening of Technical Proposals except for late Proposals, in accordance with Clause 5.33.
- 6.5 The Client shall prepare a record of the opening of Technical Proposals that shall include the name of Consultants and indicate whether there is a withdrawal. The Consultants' representatives who are present will be requested to sign the record. The omission of a Consultant's signature on the record shall not invalidate the contents or effect of the record. A copy of the record will be distributed to all Consultants in writing or through standard electronic means.
- 6.6 Technical Proposals which are rewarded the minimum qualifying marks according to the evaluation criteria shall qualify for opening of Financial Proposals.

<i>Opening of Financial proposals</i>	6.7	The Financial Proposals of all non-qualifying Consultants will not be opened
	6.8	Under QCBS, all Consultants with qualifying Technical Proposals shall be informed in writing, or through standard electronic means, of the date and place for public opening of their Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.
	6.9	<p>At the public opening of Financial Proposals, the Financial Proposals of all qualifying Technical Proposals shall be opened one at a time by the Client and the following read out and recorded:</p> <ul style="list-style-type: none">i. the name of the Consultant;ii. prices; andiii. any other details the Client may consider appropriate. <p>Only Financial Proposals read out and recorded at the opening of Financial Proposals shall be considered for evaluation. No Proposal shall be rejected at the Financial Proposal opening. The Client will prepare a record of the opening of Financial Proposals. The consultants' representatives who are present will be requested to sign the record. The omission of a Consultant's signature on the record shall not invalidate the contents or effect of the record. A copy of the record shall be distributed to all Consultants in writing or through standard electronic means</p> <p>All Financial Proposals shall be scrutinised for any non-conformity, and modifications, if any, shall be made in accordance with the relevant clause of this RfP.</p>
7 Evaluation of Proposals	7.1	Information relating to the examination, evaluation, comparison, and post-qualification of Proposals, and recommendation of Contract award, shall not be disclosed to Consultants or any other persons not officially concerned with such processes until information on Contract award is communicated to all Consultants.
<i>Undue influence</i>	7.2	Any attempt by a Consultant to influence the Client in the examination, evaluation, comparison, and post-qualification of the Proposals or Contract award decisions may result in the rejection of its Proposal.
<i>Clarification of Proposals</i>	7.3	To assist in the examination, evaluation, comparison and post-qualification of Proposals, the Client may, at its discretion, ask any Consultant for a clarification of its Proposal. Any clarification submitted by a Consultant that is not in response to a request by the Client shall not be considered. The Client's request for clarification, and the response, shall be in writing. No change in the prices or substance of the Proposal shall be sought, offered, or permitted, after the opening of Financial Proposals, except to confirm the correction of arithmetic errors discovered by the client in the evaluation of the Proposals, in accordance with Clause 7.5, if required.
<i>Non-conformities, Errors and omissions</i>	7.4	The Client may waive any non-conformity or omission in a technically qualifying Proposal that does not constitute a material deviation.
	7.5	<p>The Client will correct arithmetical errors during evaluation of Financial Proposals on the following basis:</p> <ul style="list-style-type: none">i. if there is a discrepancy between the unit price and the total price

that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

7.6 If the winning Consultant does not accept the correction of errors, its Proposal shall be disqualified.

Evaluation of Technical Proposals 7.7 The evaluation committee shall evaluate the Technical Proposals on the basis of pre-set criteria as outlined in the Bid data Sheet.

Qualification of Technical Proposals 7.8 After the technical evaluation is completed, under QCBS the Client shall notify, in writing, Consultants whose Technical Proposals receive a mark of **800** or higher, indicating the date, time, and location for opening of financial proposals.

7.9 When Quality and Cost Based Selection (QCBS) method is used:

- i. To allow comparison on a common basis, each Financial proposal will be carefully scrutinised and an Estimated Total price (ETP) will be determined. The Financial Proposal with the lowest ETP will receive the maximum score of 1,000 marks. The score for each other Financial Proposal will be inversely proportional to its ETP and will be computed as follows:
$$Sf = 1,000 \times Fm / F$$
 where:
Sf is the financial score of the Financial Proposal being evaluated,
Fm is the ETP of the lowest priced Financial Proposal,
F is the ETP of the Financial Proposal under consideration.
- ii. Following completion of the evaluation of Technical and Financial Proposals, the final ranking of the Proposals will be determined. This will be done by applying a weight of 0.80 (80%) and 0.20 (20%) respectively to the technical and financial score of each evaluated qualifying Technical and Financial Proposal and then computing the relevant combined total score for each Consultant.

The highest ranked Consultant based on the cumulative technical and financial evaluation ranking will be invited for negotiations
Financial Proposals are expected to be within the budget, if specified in the Data Sheet.

Client's right to accept any Proposal and to reject any or all The Client reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to the

<i>Proposals</i>	Consultants.
8 Award of Contract Notification	8.1 Prior to the expiration of the Proposal validity period, the Client shall notify the successful Consultant, in writing, that its Proposal has been accepted. At the same time, the Client shall notify all other Consultants of the results of the bidding.
	8.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
<i>Negotiations/clarifications</i>	8.3 The successful Consultant will be informed in writing of the date, place and time for negotiations/clarifications, if any. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
	8.4 The successful Consultant will confirm in writing its participation in negotiations and ability to adhere to its Technical Proposals within five (5) days of receiving the notice in accordance with Clause 8.3.
	8.5 Negotiation will include both technical and financial negotiation, depending on the needs of the Client.
<i>Availability of personnel</i>	8.6 The Consultant shall confirm the availability of all personnel as indicated in its Proposal.
	8.7 The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable, or for reasons such as death or medical incapacity. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and must be submitted to the Client within the period of time specified in the Letter of Invitation to negotiate.
	8.8 Failure to meet either of these requirements may result in disqualification.
<i>Signing of Contract</i>	8.9 Promptly after notification, the Client shall send to the successful Consultant the Contract and the Special Conditions of Contract (draft attached in this RFP).
	8.10 Pursuant to negotiations, the successful Consultant shall sign, date, and return the Contract, along with necessary supporting documents, to the Client.
	8.11 All formalities of negotiation and signing of contract will be completed within twenty-five (25) days of notification of award.
<i>Start date</i>	8.12 The Consultant is expected to commence the Services on the date and at the location specified in the Data Sheet.

Annexure B: Technical Proposal Submission Forms

Tech 1: Covering Letter and Bidder details

[Location, Date]

To: [Name and address of Client]

Dear Sir or Madam

We, the undersigned, offer to provide the Consulting Services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal sealed under a separate envelope¹.

We hereby declare that we have read the Instructions to Consultants included in the RFP, and abide by the same, and specifically to conditions mentioned in Section 1.5 to 1.9. [In case of any declaration, reference to concerned document attached must be made].

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

We confirm that all personnel named in the tender will be available to undertake the services.

We undertake, if our Proposal is accepted, to initiate the Consulting Services related to the assignment not later than the date indicated in the Data Sheet.

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

Yours faithfully,

Authorised Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

¹ If applicable

Bidder details :

S. No.	Particulars	Pls tick (✓)
1	FINANCIAL CAPACITY	
	a) Total Turnover of Consultancy fee of last five financial years:	
	2008-09 2009-10 2010-11 2011-12 2012-13	
	Rs (cr): Rs (cr): Rs (cr): Rs (cr): Rs (cr):	
	i. Rs. 20 crore or more (Minimum Rs.2.0 crore each year)	
	ii. Rs. 15 crore but less than Rs. 19 crore (Minimum Rs 2.0 crore each year)	
	iii. Rs. 10 crore but less than Rs. 15 crore (Minimum Rs 2.0 crore each year)	
2	EXPERIENCE:	
	a) Working Experience in the field of Urban Planning and related areas	
	i. 15 years or more	
	ii. 12 years or more	
	iii. 10 years or more	
	b) Preparation of Master Plan / Development Plan of cities in India during the last five years	
	i. Notified Master Plan/Development plan of more than Four cities	
	ii. Notified Master Plan/Development plan of Three cities	
	iii. Notified Master Plan/Development plan of Two cities	
	c) Preparation of Comprehensive Mela Plan for any Ardh Kumbh/Kumbh/Similar Mela during the last five years Or Notified Master Plan/Development Plan for city of religious importance	
	i. Approved plan of three cities	
	ii. Approved plan of two cities	
	iii. Approved plan of One city	
3	Proposed Approach, Methodology and Work Programme For Preparation Of Simhashta Mela Master Plan	Add with proposal

Tech 2: Project Detail Sheet

Assignment name:	Approx. value of the contract (in current Rs):
Country:	Location within Country:
Name of Client:	Total No. of person-months of the assignment:
Address of Client:	Approx. value of the services provided by your firm under the contract (in current Rs.):
	No. of person-months provided by your firm:
Start date (month/year):	No. of professional person-months provided by the JV partners or the Sub-Consultants:
Completion date (month/year):	
Name of Joint Venture partner or sub-Consultants, if any:	
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved from your firm and functions performed indicated whether regular full-time employees of your firm or part-time/independent²	
Narrative description of Project in brief:	
Description of actual services provided by your firm in the assignment:	

Name of Firm:

² Regular full-time employee as defined in Clause 4 of 'Instructions to Consultants'.

Tech 3: Curriculum Vitae (CV) for Proposed Experts

NAME

DATE OF BIRTH

NATIONALITY

EDUCATION [year] [name of institution and degree]

**MEMBERSHIP OF
PROFESSIONAL
ASSOCIATIONS**

**COUNTRIES OF WORK
EXPERIENCE**

LANGUAGES

PROFESSIONAL BACKGROUND

[description]

EMPLOYMENT RECORD

[year(s) starting with [employer]
present position]

EMPLOYED Full time/Part time/Consultant
WITH
PARTICIPATING
FIRM AS

PROFESSIONAL EXPERIENCE

[month and year [Name of project and client]
start to finish] [Descriptive paragraph of 4-5 sentences on each assignment, position held, responsibilities
undertaken and achievements attained.]

...

...

...

Certification:

I, the undersigned, certify to the best of my knowledge and belief that:

- (i) This CV correctly describes my qualifications and experience;
- (ii) I am/ am not in regular full time employment with the Bidder/ Sub-Consultant;
- (iii) In the absence of medical incapacity I will undertake this assignment for the duration and in terms of the inputs specified for me in the Technical Bid provided team mobilisation takes place within the validity of this Bid or any agreed extension thereof.

I understand that any wilful misstatement herein may lead to my disqualification or dismissal, if engaged.

[Signature of expert or authorised representative]

[Name of Expert/Authorised signatory]

Date:

Place:

Annexure C: Financial Proposal Submission Forms

Project Title :

S.no	Item	Cost (INR)
1	Total Professional Fees	
2	Out of Pocket Expenses	
3	Service Tax	
4	Total	

(Please indicate Amount in Words – including tax):

Annexure D: Terms of Reference:

ToR for Preparation of Simhastha Mela Master Plan (SMMP) for Omkareshwar and Tourism Infrastructure Development Plan (TIDP) for Maheshwar, Mandleshwar, Mandsaur and Nalkheda

1. Brief Description of Task

The aim of this exercise is to support the Omkareshwar Nagar Parishad (ONP) in preparing the **Simhastha Mela Master Plan (SMMP) and to prepare Tourism Infrastructure Development Plan (TIDP) for Maheshwar, Mandleshwar, Mandsaur and Nalkheda**. The SMMP and TIDP should provide a comprehensive strategic plan (Vision Year 2016) based on which the infrastructure could be planned for the Mega event of Simhastha. The **Simhastha SMMP and TIDP** would also provide a Capital Investment Plan (CIP), based on which the ONP and other mentioned towns would be able to access funds from GoI/GoMP based on priority actions and projects identified. The document should also provide Financial Operating Plan (FOP) to direct the ONP and other towns for mobilising various financial resources to implement the identified projects.

The **Simhastha Mela Master Plan and Tourism Infrastructure Development Plan (TIDP)** must adhere with the ToR framed for this assignment. The **Simhastha Mela Master Plan** for Omkareshwar should be prepared keeping in view the Development/Master Plan (w.e.f 11th August 2006) provisions as prepared by Town and Country Planning Department, GoMP. The TIDP for selected towns should also be prepared keeping in view the Development/Master Plan provisions as prepared by Town and Country Planning Department, GoMP

2. Background

2.1 Need of planning interventions

The Kumbh Mela at Ujjain, popularly known as the Simhastha, is scheduled in the year 2016 after a span of 12 years. On this occasion pilgrims congregate in lakhs to Ujjain to have a holy dip in the sacred river Kshipra. The last Simhastha was held during April – May 2004 and was attended by nearly 275 Lakh pilgrims. The impact of this mega event **is not limited to the city infrastructure but it influences the nearby towns too.**

The organization of this great fair and management of pilgrims always comes out as a challenge for the Local administration as well as the State Government.

In order to provide better amenities to the pilgrims during Simhastha 2016 a Comprehensive Mela Plan has already been prepared for the Ujjain city. As the event influences the overall region, a Mela Plan is also required for the Omkareshwar town. Alongwith this, places of religious importance like Maheshwar, Mandeshwar, Mandsaur and Nalkheda also require tourism infrastructure for which an integrated tourism plan is needed.

The Mela Master Plan shall give the broad layout of the area to be considered for hosting the allied activities of Simhastha Mela and spell out assessment of the infrastructure requirements in the region and its integration with the existing one.

Keeping in view the above, two separate plans are required to be formulated. **Simhastha Mela Master Plan (SMMP) for Omkareshwar shall be assignment “A” and Tourism Infrastructure Development Plan (TIDP) for Maheshwar, Mandelehwar, Mandsaur and Nalkheda shall be Assignment “B”.**

2.3 Issues to be addressed

Focus areas: Government of Madhya Pradesh is planning to organise the mega event in a structured and planned manner. However, every planning aspect has to be dealt cautiously, the focus areas comprise of transportation, sanitation, accommodation facilities and disaster management. Based upon the case studies of previous Kumbh and Ardh Kumbh melas, a multi-dimensional approach depicting the mela plan would be required mandatorily.

3. Purpose and Objectives of the Assignment

3.1 Specific Objectives

Assignment A

- To prepare a physical and social infrastructure assessment plan for Omkareshwar SMMP
- To prepare an activity based Landuse plan
- To prepare a detailed transport and connectivity plan
- To prepare an Investment and operating plan
- To prepare a 3D walkthrough and three dimensional perspective views depicting the mela plan

Assignment B

- To prepare a Tourism Infrastructure Development plan for Maheshwar, Mandelehwar, Mandsaur and Nalkheda
- To prepare an activity based Landuse plan
- To prepare a detailed transport and connectivity plan
- To prepare an Investment and operating plan

4. Description of Tasks

The consultants will carry out a multi-stage exercise to formulate the **Simhastha Mela Master Plan and Tourism Infrastructure Development Plan** in close collaboration with the ULB, UADD and other line departments. The main stages in the exercise will be:

STAGE - 1 (INCEPTION REPORT - SMMP)

4.1 Inception

The purpose of this stage is to review and analyse the current status and unique features of the Omkareshwar city with regard to the state of its development, systems and procedures, as equally its institutional and financial context. This stage is meant to identify how city is positioned w.r.t Simhastha activities.

In order to prepare the Mela Plan for Simhastha 2016, a detailed study of the site, city, historical aspects and religious details of the event and activities need to be conducted including preparation of site maps.

This task will consist of:

4.1.1 Reconnaissance activities

The Consultant will spend their first week with reconnaissance activities, including:

- Activity 1: ULB Introductory meetings with the President, Chief Municipal Officer, Heads of Departments, Councillors, representatives of ongoing urban programmes, etc.
- Activity 2 : Composition of a city level Steering Group (15 eminent persons from different walks of life) for the Mela Plan
- Activity 3 : Obtain base maps, and available secondary data on the city's demographics, tourist inflow (during Simhastha), master plan, reports prepared under past and current urban development programmes, ULB's annual budget reports, other reports giving status of service delivery, and other relevant documents on heritage listing, government policy documents, etc.
- Activity 4: Obtain documents, media reports and documentaries on the recently held Kumbh and Ardh Kumbh Mela. Case studies of at least 3 Kumbh Melas should be presented with the inception report and during various presentations.
- Activity 5 :Identify the line departments and key stakeholders for urban service delivery and development such as Town and Country Planning Department, Pollution control board, Health department, Tourism department, PHED, PWD, Traffic and Transportation NGOs, CBOs, religious organizations, financial institutions, commerce and industry etc.
- Activity 6 : Meetings and FGDs with the representatives of Akharas, Temple trusts etc.
- Activity 7: Field reconnaissance to determine activity patterns during Simhastha, site appraisal and sensitive areas etc.

- Activity 8 : Mapping - Consultant would arrange/procure satellite imagery of Omkareshwar and prepare city level base maps using GIS and Auto-CAD

4.1.2 **Kick-off workshop**

Immediately after the commencement of the project, the Consultant will organise, with ULB support, **a one day kick-off workshop**³ to familiarize the stakeholders and officials with the purpose, process, and expected outcomes of the **Simhastha Mela Master Plan (SMMP)**. The workshop shall be organised in the presence of District Collector, Khandwa.

The kick off workshop will help in deriving a consensus along with the stakeholders firming the process and agreeing upon a structured programme to take the **SMMP** forward. The formation of the Steering Group will also be announced.

Stakeholders for the kick off workshop may include:

- Elected representatives, President, Chief Municipal Officer etc.
- City level planning and service providing agencies viz., ULB, Town and Country Planning Department, Development Authority etc.
- Line Departments of the state government such as pollution control board, health department, tourism department, PHED, PWD, Traffic and Transportation etc
- Representatives of Temple trusts, Akharas etc.
- Private sector agencies such as chambers of commerce and industry,
- Non-governmental and community based organisations
- Representatives of the poor communities
- Representatives of ongoing urban development programmes
- Representatives of media, academic institutions, etc.

4.1.3 **Submission : 1 Inception report SMMP and TIDP**

STAGE - 1 (INCEPTION REPORT - SMMP)

At the completion of this phase the consultant will present the data gathered, preliminary analysis, methodology in an Inception report. The inception report would mandatorily consist of the following:

- Case study of previous Simhastha / Kumbh / Ardh Kumbh / Similar mela held at all the four places in India (it will include physical plan, scenario during mela, issues&

³ For workshops, conferences and stakeholder consultations that are carried out as a part of this the consultant will be expected to work with ULB counterparts to ensure the widest level of participation and meaningful interaction. The consultant will create presentations and handouts in Hindi and should be prepared to present and facilitate discussions in Hindi whenever required. The proceedings of all workshops and list of participants should be recorded.

challenges faced, funding arrangements and pre-post Mela analysis).Presentation of success stories and innovative practices, if any.

- Issues involved and Reviews of Print / Electronic media
- Literature review

Along with the surveys and data collection, Consultant will present the following details in the inception report:

A. SURVEYS

- Procurement of Satellite imagery and Geographical Information System (GIS) based Surveys of the town/Site
- Total Station – Contours as per required interval in approx 500 hectare area (Area mentioned is approximate and may change as per the need of the project. Hence bidders shall carefully quote rate of contour survey in the financial bid)
- Photographic and video documentation of Mela site
- Verification of maps on site
- Water table at site (Primary survey)
- Soil testing (Primary survey)
- Preliminary Environmental assessment
- Existing infrastructure survey (Broad overview)
- Physical infrastructure - Water Supply/source, Sanitation (includes SWM), Sewerage and Drainage
- Social infrastructure- Health facilities (Hospitals, Dispensaries etc. within 15 kms from the town) , accommodation details (Dharmshalas /Akharas/Ashrams/Hotels/Lodges), location of temples and other important buildings
- Roads, Parking and traffic movement

B. DATA COLLECTION AND ANALYSIS

- History of the City/Mythology/Religion/Culture
- Land revenue record of site/plots/ownership
- Simhastha event – Akhada list, Pilgrimage volumes, Rituals, Activities and patterns, Resident and Floating population, Crowd & Disaster management, Infrastructure needs
- Reports and documentaries of Simhastha events
- Vehicular and pedestrian traffic volumes during Simhastha and regular days
- Demography of the City
- Tourism data

- List of Temples and locations
- Review of Development Plans (Master/Development Plan and CDP)
- Physical and social infrastructure (as mentioned)
- Old city area plan with detailed drawings
- Architecture (type of building architecture in and around major activity areas and urban design aspects)
- River Front area documentation – Ghats, Temples, River Hydrology
- River action plan and project evaluation

C. BASE MAP PREPARATION

- Procurement of Satellite imagery and image analysis
- Digitizing of maps and drawings
- Contour map at required intervals (specific location as per need of project)
- Site sections and elevations
- Land use maps (categories as per master plan, , vegetation map)
- Traffic and Road network map ((inter and intra-city linkages)
- Activity maps (location of important temples/ghats, Vehicular and Pedestrian movement map)
- Sewerage existing (location of Septic tanks/Sewer lines)
- Sanitation existing (location of community toilets and demarcation of areas with individual toilet facilities)
- SWM existing (Location of dustbins, dumping sites, landfill sites etc.)
- Drainage existing (Location of road side and major storm water drains with direction of flow)
- Fire protection existing (Location of Fire station and alternative arrangements if any)
- Power supply and Electrification,
- Disaster prone areas (may be due to activities during the events)
- Sensitive areas
- Health/Medical facilities existing
- Encroachments

D. LEGAL/ INSTITUTIONAL FRAME WORK EXISTING

Identification of concerned departments, their role and responsibilities in organisation of Simhastha.

STAGE - 1 (INCEPTION REPORT - TIDP)

This stage is meant to identify how city is positioned w.r.t Simhastha activities. The inception report for TIDP would mandatorily consist of the following:

- Activity 1: ULB Introductory meetings with the District Collector, President of the ULB, Chief Municipal Officer, Heads of Departments, Councillors, representatives of ongoing urban programmes, etc.
- Activity 2 : Obtain base maps, and available secondary data on the city's demographics, tourist inflow (during Simhastha), master plan, reports prepared under past and current urban development programmes, ULB's annual budget reports, other reports giving status of service delivery, and other relevant documents on heritage listing, government policy documents, etc.
- Activity 3: Field reconnaissance to determine activity patterns during Simhastha, site appraisal and sensitive areas etc.
- Activity 4 : Mapping - Consultant would prepare city level base maps using GIS and Auto-CAD
- City profile and the analysis on the above.

Presentation 1: INCEPTION REPORT (SMMP and TIDP)

The SMMP inception report will be presented to the Steering committee, Divisional Commissioner Khandwa and UADD. The TIDP inception report shall be presented to the concerned District Collector and UADD.

4.2 Interim Report SMMP and TIDP (Assessment of existing situation and proposals)

4.2.1 Sector analysis

The Consultants would interact (through meetings, workshops, focus group discussions, etc.) with various stakeholder groups (Local citizens, ULB and State Government officials, Akharas and trust representatives) to discuss the results of preliminary analysis and to draw a line of action for further analysis. The sector analysis will be carried out by the consultant's team in consultation with the local counterparts. (**It is not mandatory to conduct workshops for TIDP, however FGDs and meetings shall be done mandatorily*)

4.2.2 City profile

The findings from the sector analysis would be used to prepare the City Profile consisting of the assessment of the existing situation in all the sectors identified, emerging issues, SWOT analysis and projection of the present gaps and future requirements. This will be done within the framework of parameters relating to demography, tourists flow, economic base, finance, physical and environmental issues, infrastructure and institutions.

4.2.3 Development of vision and sector goals and strategies

Discussion will be initiated on strategies, priorities and major actions that may be required in the next 2 years. At this stage local counterparts for the different sectors may be added.

4.2.4 Sector strategies and plan

The Consultants will continue to work in consultation with the local counterparts to develop sector strategies and plans in consonance with the vision and sector goals. At this stage, Consultants will need to review (as done in the inception stage) the relevant cases of national and international best practices and explore if the same can be applied in relevant sectors to bring in improved and efficient ways of working.

4.2.5 Vision, Goal and Strategies

The output expected in the second phase is city vision, sector goals and possible alternate strategies and projects as detailed out below.

4.2.6 Evaluation of strategies

The strategies will be evaluated from the perspective of their contribution to achieving the vision and sector goals. Criteria will be developed for prioritising the strategies, programmes and projects in consultation with the Steering Group.

4.2.7 Analyse governance framework

Projects and responsibilities of each department should be identified individually and areas of conflict and overlapping of works should be marked out.

- 4.2.8 The output of this phase would be an agreed plan outlining the goals, strategies, priority actions and projects with an estimate of preliminary funding requirements in each sector.

2nd workshop

- At the completion of this phase of SMMP, the consultant will organise 2nd workshop (supported by a presentation⁴ to the stakeholders).
- The workshop shall be organised in the presence of District Collector, Khandwa.

- 4.2.9 Submission : 2 (INTERIM REPORT)

STAGE - 2 (INTERIM REPORT - SMMP)

At the completion of this phase the consultant will present the analysis and strategies in an Interim report. The interim report would mandatorily consist of the following:

A. City Profile

- City Profile, Sector Analysis
- Outcome of the Social survey and discussions at the inception stage of the exercise with Stakeholders/ Akhadass/ Trusts/ Government and Autonomous Bodies at the district level etc.

B. CONCEPTUAL DESIGN AND PLANNING

a. Concept

- Concept and Vision statement
- The concept must be supported with sketches, 3-D views. Theme of the proposal should be presented logically and with due clarity.

b. Detailed project brief

- Demographic analysis : Estimation of Tourist inflow and population considered for infrastructure provisions
- Preliminary Comprehensive Mela Plan and alternatives explaining the basic concept in the form of layout plans,
- Physical Infrastructure Plan – Water supply, Drainage, Sewerage, Sanitation, SWM, Power supply and Electrification, Fire protection, Disaster management
- Social Infrastructure Plan – Medical facilities and Accommodation plan
- Road network and plotting
- Traffic and pedestrian management plan for the event (inter and intra-city linkages)

⁴ Must be presented to the Stakeholders in Hindi language only

- Security plan for the event
- Preliminary Implementation tools and mechanism
- Strategy, priority projects and phasing - investment plan
- Presentation and submission of reports and drawings
- Sketches and 3D Walk through of existing site area and conceptual proposal is mandatory
- Block Model (Scale 1:10000)

C. STAKEHOLDER CONSULTATION

- Presentation of proposal
- Discussions
- Incorporation of suggestions and changes
- Finalizing the plan

STAGE - 2 (INTERIM REPORT - TIDP)

- City Profile, Sector Analysis
- Physical Infrastructure Plan w.r.t Tourism sector – Water supply, Sanitation, Power supply and Electrification, Fire protection, Disaster management
- Social Infrastructure Plan w.r.t Tourism sector – Medical facilities and Accommodation plan
- Road network and plotting
- Traffic and pedestrian management plan for the event (inter and intra-city linkages), requirement of Bus stops and allied infrastructure
- Discussions with the ULB officials and Key departments

The interim report for SMMP will be presented to the Steering committee, Divisional Commissioner Khandwa and UADD. The Interim report for TIDP will be presented to the Concerned District Collector and UADD.

STAGE - 3 (DRAFT MASTER PLAN REPORT)

4.3 Preparing a Capital Investment Plan (CIP) and a financing strategy (Financial Operating Plan)

4.3.1 Project costing and determination of funding sources

The Consultants will undertake consultations with different stakeholders and line departments to determine types and sources of financing for priority projects from internal resources, state and central governments, local financial institutions, donors, and through public-private partnerships. The implications of each of these will be considered.

4.3.2 Scheduling of priority actions and developing a Capital Investment Plan (CIP)

Based on the availability of resources, logical sequencing of actions and potential for immediate implementation, the Consultants will prepare a Capital Investment Plan (CIP) in consultation with ULB and line departments that lays out the cost and revenue estimates of all priority projects in the next five years. The City Investment plan would be supported with a Financial Operating Plan (FOP).

4.3.2 Submission: 3 - Draft SMMP and city level workshop report

Incorporating the suggestions and finalizing the Draft Simhastha Mela Plan. Complete Plan with Financial Strategy, Estimates and Phasing Plan.

▪ GENERAL APPROACH AND METHODOLOGY FOR DRAFTING OF SMMP :

It shall include but not limited to the following: Vision Statement, Strategies for project, Evolving Design and Planning, Design and Planning, Policy formulation, Physical plan, Series of strategic interventions, Financial Management, Legal framework, Statutory provisions, Implementation tools and techniques

DRAFT SMMP CONTENTS:

The City Managers' Association, MP envisages the below mentioned structure of SMMP:

S.no.	Contents	Sub-contents	Maps and Presentation
1.	Executive Summary		
2.	Project introduction	I. Background II. Methodology adopted Documentation of Stakeholder meetings, FGDs, Workshop and meetings with officials III. Case studies	Photographs of Meetings. MoM with attendance of stakeholders and officials (as Annexure)
3.	City Profile	I. Evolution of the town, Historic Importance/Tourism importance/ Other Unique identity of the town II. District information III. Location (Linkages and connectivity) IV. Physiography and landform (Topography, Drainage, Geology Climate and rainfall Wind	Location map of the town w.r.t. Country, State and District (source of census maps) Digitised Planning and Municipal area maps (showing Road and landmark buildings) Population forecast using

		<p>direction)</p> <p>V. Planning area, Municipal area and Mela area</p> <p>VI. Demographic profile of the town</p> <p>VII. Population growth trend (Residential and tourist population)</p> <p>VIII. Population projection</p> <p>IX. Population density</p> <p>X. Other demographic indicators</p> <p>XI. Sex ratio</p> <p>XII. Literacy rate</p> <p>XIII. Average household size</p> <p>XIV. Issues</p>	various methods
4.	Socio - Economic profile of the town	<p>I. Workforce participation (Primary, Secondary and Tertiary occupation and income levels)</p> <p>II. Industrial activities (if any)</p> <p>III. Trade and commerce</p> <p>IV. Tourism</p> <p>V. Issues</p>	Location of economic activities on City map
5.	Heritage and Tourism	<p>I. Mythological history of Simhastha event</p> <p>II. Myths And Rituals - Religious practices</p> <p>III. List of Temples and activities</p> <p>IV. Religious festivals and details</p> <p>V. Religious organizations and their functioning</p> <p>VI. Akhadas and their activities</p> <p>VII. Old city area plan with detailed drawings</p> <p>VIII. Architecture (type of building architecture in and around major activity areas and urban design aspects)</p> <p>IX. River Front area documentation – Ghats, Temples, River Hydrology</p> <p>Pilgrim/Tourist facilitation</p> <p>I. Information centres/Kiosks</p> <p>II. Rest Places</p> <p>III. Lockers and Baggage storage facility</p> <p>IV. Communication center</p> <p>V. Exhibition ground</p> <p>VI. Shopping</p> <p>VII. Travel agent offices</p> <p>VIII. Security arrangements</p> <p>IX. Internet facilities</p> <p>X. Surveillance camers</p> <p>XI. Water front development and conservation</p> <p>XII. SWOT analysis</p> <p>XIII. Issues</p> <p>XIV. Event specific Strategies and action plan</p>	<p>Location of all the Heritage buildings and temples on City map.</p> <p>Demarcation of areas designated for religious activities</p> <p>Perspective views showing existing situation and proposed interventions, Urban design aspects</p>
6.	Physical planning and Growth management	<p>I. Spatial growth trends</p> <p>II. Spatial distribution of population</p> <p>III. Land use analysis</p> <p>IV. Forest area and regulations</p>	<p>City sprawl trends</p> <p>Planning Area map (to the scale)</p> <p>Landuse map</p>

		<p>V. Master plan provisions</p> <p>VI. Housing scenario</p> <p>VII. Present and future Housing demand</p> <p>VIII. Illegal colonies</p> <p>IX. LAND MANAGEMENT</p> <p>X. Mela Site Area and location</p> <p>XI. Temporary Plotting/occupation</p> <p>XII. Permanent Plotting/occupation</p> <p>XIII. Ecology of site and conservation</p> <p>XIV. Future growth possibilities</p> <p>XV. City specific Strategies and action plan</p>	<p>Municipal area map</p> <p>Ward delineation map</p> <p>Road/connectivity map</p> <p>Site location map</p> <p>Site and surrounding area map</p> <p>Detailed Comprehensive Mela Plan to a scale of 1:10000 as well as 1:5000</p> <p>Part Plans of areas with details to a scale of 1:2000</p>
7.	Infrastructure Assessment	<p>Water supply</p> <p>I. Quality and quantity of water at source (Town and Mela site)</p> <p>II. Quality and quantity of water in distribution system (Town and Mela site)</p> <p>III. Other sources(Town and Mela site)</p> <p>IV. Water distribution arrangements in the city and Mela site</p> <p>V. Internal distribution networks</p> <p>VI. Water treatment facilities</p> <p>VII. Present and Future Demand and Supply Gaps</p> <p>VIII. Water supply projects (Town and Mela site)</p> <p>IX. Comparative analysis with the UDPFI/URDPFI, CPHEEO and other guidelines</p> <p>X. SWOT analysis</p> <p>XI. Issues</p> <p>XII. Event specific Strategies and action plan</p> <p>Sewerage and Sanitation</p> <p>I. Existing sewerage system (Town and Mela site)</p> <p>II. Means of sewage disposal (Town and Mela site)</p> <p>III. Household toilets Town and around Mela site)</p> <p>IV. Public toilets (Town and around Mela site)</p> <p>V. Immobile and Mobile sanitation facilities</p> <p>VI. Present and Future Demand and Supply Gaps</p> <p>VII. Comparative analysis with the UDPFI/URDPFI, CPHEEO and other guidelines</p> <p>VIII. SWOT analysis</p> <p>IX. Issues</p> <p>X. Event specific Strategies and action plan</p> <p>Solid waste management</p> <p>I. Quantity of waste generated (Town and Mela site)</p> <p>II. Constituents of municipal waste</p>	<p>Maps showing Existing infrastructure (all sectors) in the town (individually for each sector)</p> <p>Maps showing existing and proposed physical infrastructure maps for Site and surrounding areas (individually for each sector)</p>

		<p>(Town and Mela site)</p> <p>III. Current practices of Solid waste management.</p> <p>IV. Waste storage & segregation</p> <p>V. Primary and secondary collection</p> <p>VI. Processing and disposal</p> <p>VII. Reuse and recycling</p> <p>VIII. Vehicles for solid waste collection and Transportation</p> <p>IX. SWOT analysis</p> <p>X. Issues</p> <p>XI. Present and Future Demand and Supply Gaps</p> <p>XII. Estimation of staff and waste collection infrastructure during the event</p> <p>XIII. Comparative analysis with the UDPFI/URDPFI, CPHEEO and other guidelines</p> <p>XIV. City specific Strategies and action plan</p> <p>Drainage</p> <p>I. Existing drainage system (Town and Mela site)</p> <p>II. Major water bodies</p> <p>III. Primary drains (Town and Mela site)</p> <p>IV. Secondary drains (Town and Mela site)</p> <p>V. Tertiary drains (Town and Mela site)</p> <p>VI. Flood – prone areas</p> <p>VII. Flooding in catchment area of major nallah</p> <p>VIII. Present and Future Demand and Supply Gaps</p> <p>IX. Comparative analysis with the UDPFI/URDPFI, CPHEEO guidelines</p> <p>X. SWOT analysis</p> <p>XI. Issues</p> <p>XII. Event specific Strategies and action plan</p> <p>Street lighting and Power supply</p> <p>I. Operational system and distribution system (Main, Feeder supply etc.)</p> <p>II. Location of Main and substations</p> <p>III. Existing location & condition of Street lights and High mast lamps</p> <p>IV. Demand and Supply Gaps (Present and during the event)</p> <p>V. Comparative analysis with the guidelines</p> <p>VI. SWOT analysis</p> <p>VII. Issues</p> <p>VIII. Event specific Strategies and action plan</p>	
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		<p>Fire services</p> <p>IX. Existing infrastructure for fire fighting (Vehicles and equipments for fire fighting and Rescue operations)</p> <p>X. Immobile and Mobile facilities</p> <p>XI. Manpower requirement for fire-fighting</p> <p>XII. Demand and Supply Gaps (Present and during the event)</p> <p>XIII. Comparative analysis with the guidelines</p> <p>XIV. SWOT analysis</p> <p>XV. Issues</p> <p>XVI. Event specific Strategies and action plan</p>	
8.	Traffic and transportation	<p>Existing traffic & transportation scenario</p> <p>I. Vehicle population (Town and expected during the event)</p> <p>II. Agencies in traffic & transportation.</p> <p>III. Travel characteristics</p> <p>IV. Public transport / mass transit (Town and expected during the event)</p> <p>V. Traffic management and circulation (with special emphasis on Tourist circuit)</p> <p>VI. Inter - city bus transport Bus terminus and arrival points/Intermediate public transport</p> <p>VII. Parking requirements</p> <p>A. Railway station</p> <p>B. Bus stand</p> <p>C. Near Ghats/Important worship places</p> <p>VIII. Pedestrian movements (Pilgrim circuit)</p> <p>IX. Local transportation</p> <p>X. Present and Future Demand and Supply Gaps</p> <p>XI. Comparative analysis with the UDPFI, other guidelines</p> <p>XII. SWOT analysis</p> <p>XIII. Issues</p> <p>XIV. Event specific Strategies and action plan</p> <p>Roads</p> <p>I. Length, width and ownership of all Existing roads and Type of material</p> <p>II. Missing links in the connectivity</p> <p>III. Present and Future Demand and Supply Gaps</p> <p>IV. Tentative Sectional Design of road geometrics as per IRC specifications</p> <p>V. SWOT analysis</p>	

		<p>VI. Issues</p> <p>VII. Event specific Strategies and action plan</p>	
9.	Disaster Mitigation	<p>Security, Law And Order</p> <p>I. Crowd management</p> <p>II. Pilgrim security</p> <p>III. Control towers and surveillance cameras</p> <p>IV. Barricades</p>	
10.	Social infrastructure	<p>Health and Medical Facilities</p> <p>I. Overall Health facilities and Medical practitioners in the town</p> <p>II. Medical facilities provided by Municipal Body</p> <p>III. Role of Municipal Body in the health programs</p> <p>IV. Assessment of Medical facilities during Simhastha (Considering floating population)</p> <p>A. Doctors</p> <p>B. Support staff</p> <p>C. Advanced Medical facilities</p> <p>D. Immobile and Mobile facilities for treatment of medical ailment</p> <p>V. Disaster/Emergency preparedness during the event</p> <p>VI. SWOT analysis Comparative analysis with the UDPFI guidelines</p> <p>VII. Issues</p> <p>VIII. City specific Strategies and action plan</p>	
11.	Environment	<p>XV. Forest area Demarcation</p> <p>XVI. Flora and fauna</p> <p>XVII. Environmentally sensitive species/plants/areas (if any)</p> <p>XVIII. Existing Pollution levels (Air, Water and Soil)</p> <p>XIX. Existing infrastructure and arrangement for monitoring water quality</p> <p>XX. City green spaces (gardens and recreation – total coverage ratio)</p> <p>XXI. Tree plantation</p> <p>XXII. Hard and soft landscape</p> <p>XXIII. Treatment of water bodies</p> <p>XXIV. RIVER FRONT PROJECT</p> <p>XXV. Ghat construction and maintenance</p> <p>XXVI. Bathing event and space management</p> <p>XVII. Pedestrian movement</p> <p>XVIII. Water management</p> <p>XXIX. Cleaning of Ghats</p>	
12.	Institutional	<p>I. Existing Institutional framework</p>	

	framework	<p>for Municipal and Planning area Development</p> <p>II. Role of all the concerned line departments during Simhastha</p> <p>III. Town and Country planning department</p> <p>IV. Development authority</p> <p>V. Public health engineering department</p> <p>VI. Madhya Pradesh housing board</p> <p>VII. Madhya Pradesh pollution control board</p> <p>VIII. Any other</p> <p>IX. Issues</p> <p>X. City specific Strategies and action plan</p>	
13.	Municipal Finance status	<p>I. Revenue account Revenue income Revenue expenditure</p> <p>II. Capital account Capital income Capital expenditure</p> <p>III. Funding under various GoI/GoMP schemes</p> <p>IV. Other Probable sources of revenue</p> <p>V. Key financial indicators</p> <p>VI. Key issues and conclusion</p>	
14.	Investment Plan	<p>I. Basis for project identification</p> <p>II. Project identification</p> <p>III. Projects for system and infrastructure Augmentation</p> <p>IV. Projects for system and infrastructure refurbishment</p> <p>V. Other developmental projects</p> <p>VI. Investment Prioritization plan</p> <p>VII. Sector wise project identification and costing</p> <p>VIII. Investment plan and identification of line departments</p> <p>IX. Financing plan (Financial operating Plan)</p>	
<p><i>The drawings, specifications and documents as instruments of service shall be the property of the ULB/UADD whether the project for which they are made is executed or not. They are not to be used by the consultant for any other project except with the written consent of ULB/CMAMP.</i></p>			

DRAFT TIDP (A comprehensive report covering all the four cities)

S.no.	Contents	Sub-contents	Maps and Presentation
1.	Executive Summary		
2.	Project introduction	I. Background II. Methodology adopted Documentation of Stakeholder meetings, FGDs, Workshop and meetings with officials	Photographs of Meetings. MoM with attendance of stakeholders and officials (as Annexure)
3.	City Profile	I. Evolution of the town, Historic Importance/Tourism importance/ Other Unique identity of the town II. District information III. Location (Linkages and connectivity) IV. Planning area, Municipal area V. Demographic profile of the town VI. Population growth trend (Residential and tourist population) VII. Population projection VIII. Floating Population during religious events IX. Estimated Population pressure during Simhastha X. Other demographic indicators	Location map of the town w.r.t. Country, State and District (source of census maps) Digitised Planning and Municipal area maps (showing Road and landmark buildings)
4.	Socio - Economic profile of the town	I. Industrial activities (if any) II. Trade and commerce III. Tourism IV. Issues	Location of economic activities on City map
5.	Heritage and Tourism	I. List of Temples/religious Buildings and activities II. Religious festivals and details III. Religious organizations and their functioning IV. Architecture (type of building architecture in and around major activity areas and urban design aspects) V. River Front area documentation – Ghats, Temples, River Hydrology VI. Water front development and conservation Pilgrim/Tourist facilitation I. Information centre II. Travel agent offices III. Accommodation facilities IV. Tourist Facilities at Bus/Rail/tourist sites V. Security arrangements, Internet facilities, Surveillance cameras VI. SWOT analysis VII. Issues	Location of all the Heritage buildings and temples on City map. Demarcation of areas designated for religious activities Perspective views showing existing situation and proposed interventions, Urban design aspects

		I. Event specific Strategies and action plan	
6.	Physical planning and Growth management	I. Spatial distribution of population II. Land use analysis & Master plan provisions III. City specific Strategies and action plan IV. Designated Mela area, if any	Municipal /Planning area map Road/connectivity map Tourist Site location map
7.	Infrastructure Assessment	<p>Analysis/Demand-Gap assessment Issues, Event specific Strategies and action plan for each of the following sectors:</p> <p>Water supply</p> I. Water distribution arrangements in the city and Tourist site/Bus stands <p>Sewerage and Sanitation</p> I. Sanitation arrangements in the city and Tourist site/Bus stands <p>Solid waste management</p> I. SWM arrangements in the city and Tourist site/Bus stands <p>Drainage</p> I. Drainage Disposal arrangements in the city and Tourist site/Bus stands <p>Street lighting and Power supply</p> I. Street light arrangements in the city and Tourist site/Bus stands <p>Fire services/Disaster management</p> I. Existing infrastructure for fire fighting (Vehicles and equipments for fire fighting and Rescue operations) & Disaster management	Maps showing Existing infrastructure (all sectors) in the town (individually for each sector) Maps showing existing and proposed maps (individually for each sector)
8.	Traffic and transportation	<p>Existing traffic & transportation scenario</p> I. Vehicle population (Town and expected during the event) II. Agencies in traffic & transportation. III. Travel characteristics IV. Public transport / mass transit (Town and expected during the event) V. Traffic management and circulation VI. Inter - city bus transport Bus terminus and arrival points/Intermediate public transport VII. Parking requirements A. Railway station B. Bus stand C. Near Ghats/Important worship places VIII. Pedestrian movements (Pilgrim circuit)	

		<p>IX. Local transportation X. Present and Future Demand and Supply Gaps XI. SWOT analysis</p> <p>Roads</p> <p>I. Length, width and ownership of all Existing roads and Type of material II. Missing links in the connectivity III. Present and Future Demand and Supply Gaps IV. Tentative Sectional Design of road geometrics as per IRC specifications</p>	
9.	Disaster Mitigation	<p>Security, Law And Order</p> <p>I. Crowd management II. Pilgrim security III. Control towers and surveillance cameras IV. Barricades</p>	
10.	Social infrastructure	<p>Health and Medical Facilities</p> <p>I. Overall Health facilities and Medical practitioners in the town II. Medical facilities available III. Disaster/Emergency preparedness during the event IV. Issues V. City specific Strategies and action plan</p>	
11.	Environment	<p>I. Flora and fauna II. Environmentally sensitive species/plants/areas (if any) III. River Front development Projects/Ghat construction and maintenance IV. Bathing event and space management V. Pedestrian movement VI. Water management VII. Cleaning of Ghats</p>	
12.	Investment Plan	<p>I. Basis for project identification II. Projects for system and infrastructure refurbishment III. Other developmental projects IV. Investment Prioritization plan V. Sector wise project identification and costing VI. Investment plan and identification of line departments VII. Financing plan (Financial operating Plan)</p>	
<p><i>The drawings, specifications and documents as instruments of service shall be the property of the ULB/UADD whether the project for which they are made is executed or not. They are not to be used by the consultant for any other project except with the written consent of ULB/CMAMP.</i></p>			

Third workshop on Draft SMMP

- The Consultants with support from ULB will organize third workshop involving all the stakeholders, who have been part of the SMMP preparation process. The workshop will seek an endorsement of the SMMP from the stakeholder group present and agree on procedures for performance monitoring. The workshop shall be organised in the presence of District Collector, Khandwa.

Presentation on Draft SMMP

The Draft report for SMMP will be presented to the Steering committee, Divisional Commissioner Khandwa and UADD. The Draft report for TIDP will be presented to the Concerned District Collector and UADD

STAGE - 4 (FINAL MASTER PLAN REPORT)

Final SMMP and TIDP document

Following the third and final workshop and presentation, the Consultant will finalize the SMMP and TIDP document incorporating the feedback from the workshop and the inputs received at the District and State Level discussion.

4.4 Final presentation at the District Level and State Level would be organised.

The Final report for SMMP will be presented to the Steering committee, Divisional Commissioner Khandwa and UADD. The Final report for TIDP will be presented to the Concerned District Collector and UADD

After the approval at State and District level the document will be submitted to council for resolution.

5. Outputs and Deliverables

The following outputs are expected to be delivered in stages in 12 weeks.

5.1 Outputs to be delivered

S.No.	Outputs	Due Date	No of copies, type & language	Contents
1.	SMMP Inception Report (including report of Kick off workshop)	End week 3	<ul style="list-style-type: none"> 8 colored hard copies, English (4 to UADD ,4 to ULB) Electronic version to ULB and UADD 	<ul style="list-style-type: none"> Inception report Proceedings of the workshop; Copy of the presentations; List of participants; List of Steering Committee members
	TIDP Inception Report	As above	As above	<ul style="list-style-type: none"> Inception report ,MoM
2.	Interim report (report on 2nd workshop)	End week 7	<ul style="list-style-type: none"> 8 colored hard copies, English (4 to ULB and 4 to UADD) Electronic version to ULB and UADD 	<ul style="list-style-type: none"> As in ToR
	TIDP Interim Report	End week 7	As above	<ul style="list-style-type: none"> As in ToR
3.	Draft SMMP	End week 10	<ul style="list-style-type: none"> 8 colored hard copies, English (4 to ULB and 4 to UADD) 	<ul style="list-style-type: none"> All items of ToR Executive Summary
	Draft TIDP	End week 10	<ul style="list-style-type: none"> 8 colored hard copies, English (4 to ULB and 4 to UADD) 	<ul style="list-style-type: none"> All items of ToR Executive Summary
4.	Final SMMP	End week 12	<ul style="list-style-type: none"> 16 colored hard copies (Hard binding) in colour printing including maps, English & Hindi (4 to ULB, 12 to UADD) Electronic (editable) version to ULB and UADD 	<ul style="list-style-type: none"> Final SMMP and executive summary (including modifications and revisions based on client comments)
	Final TIDP	End week 12	<ul style="list-style-type: none"> 16 colored hard copies (Hard binding) in colour printing including maps, English & Hindi (4 to ULB, 12 to UADD) Electronic (editable) version to ULB and UADD 	<ul style="list-style-type: none"> Final TIDP and executive summary (including modifications and revisions based on client comments)

6. Expertise and inputs⁵

TECHNICAL EVALUATION

The bidders are supposed to propose **only one team of experts** for both SMMP and TIDP. The evaluation committee shall evaluate the Technical Proposals on the basis of following criteria:

S. No.	Particulars	Maximum Marks
1.	Financial Capacity	200
2.	Experience	250
	a) Working Experience in the field of Urban Planning and related areas.	50
	b) Preparation of atleast 2 Master Plan / Development Plans of Indian cities notified by the concerned authority	150
	c) Preparation of Mela Plan for any Kumbh/Ardh Kumbh/Similar Mela during the last five years or Notified Master Plan of city of Religious importance	50
3.	Approach, Methodology and Work Plan (Presentation)	50
	a) Innovativeness/comments on ToR and case study of at least 2 Kumbh/Ardh Kumbh/Similar Melas	10
	b) Methodology, work plan and innovativeness	10
	c) Work program/personnel schedule/team structure	10
	d) Concept plan/Proposals	20
4.	Technical Capacity	500
Total Marks		1000

S. No.	Particulars	Maximum Marks
1	FINANCIAL CAPACITY	
	a) Total Turnover of Consultancy fee of last five financial years:	
	i. Rs. 20 crore or more (Minimum Rs.2.0 crore each year)	200 Marks
	ii. Rs. 15 crore but less than Rs. 19 crore (Minimum Rs 2.0 crore each year)	175 Marks
	iii. Rs. 10 crore but less than Rs. 15 crore (Minimum Rs 2.0 crore each year)	150 Marks
2	EXPERIENCE:	
	a) Working Experience in the field of Urban Planning and related areas	
	i. 15 years or more	50 Marks
	ii. 12 years or more	45 Marks
	iii. 10 years or more	40 Marks
	b) Preparation of Master Plan / Development Plan of cities in India during the last five years	
	i. Notified Master Plan/Development plan of more than Four cities	150 Marks
	ii. Notified Master Plan/Development plan of Three cities	100 Marks
	iii. Notified Master Plan/Development plan of Two cities	50Marks
	c) Preparation of Comprehensive Mela Plan for any Ardh Kumbh/Kumbh/Similar Mela during the last five years Or Notified Master Plan/Development Plan for city of religious importance	
	i. Approved plan of three cities	50 Marks
	ii. Approved plan of two cities	45 Marks
	iii. Approved plan of One city	40 Marks

If required by the Client, the Consultant may be asked to furnish additional information regarding relevant experience.

3	Proposed Approach, Methodology and Work Programme For Preparation Of Simhastha Mela Master Plan (Points scored as per evaluation of Evaluation Committee subject to maximum) (Presentation)	50 Marks				
4	Technical Capacity	500 Marks				
Criteria: Each key personnel is to be evaluated in accordance with two main criteria (i) qualification and (ii) experience						
S. No.	Name of Position & Inputs	Number of each position	Marks for each position	Total Marks	Particulars	Marks
I	II	III	IV	V	VI	VII
1.	Team Leader (Full Time)	1	40	40	Qualification	
	<ul style="list-style-type: none"> Project management Experience of atleast 10 years out of total required experience of 15 yrs Fluent in English and good communication skills in Hindi Sound knowledge of urban development issues Project experience in MP will be an advantage 				Master Degree in Urban Planning/Urban & Regional Planning	32
					Higher Qualification	40
		1	40	40	Experience	
					15 Years or more	32
					20 Years or more	36
					25 Years or more	40
		Total	1	80	80	
2.	Urban Planner (Full Time)	1	30	30	Qualification	
	<ul style="list-style-type: none"> At least 8 years Experience of Urban Planning projects Fluent in English and good communication skills in Hindi Sound knowledge of urban development issues Project experience in MP will be an advantage 				Master Degree in Urban Planning/Urban & Regional Planning	24
					Higher Qualification	30
		1	30	30	Experience	
					8 Years or more	24
					9 Years or more	27
					10 Years or More	30
	Total	1	60	60		
3.	Public Health Engineer, Water Supply / Sewerage (Full Time)	1	30	30	Qualification	
	<ul style="list-style-type: none"> At least 8 years Experience of Designing WS/Sewerage projects 				Post Graduate(Master Degree in Public Health Engineering)	24
					Higher Qualification	30

	<ul style="list-style-type: none"> • Fluent in English and good communication skills in Hindi • Sound knowledge of urban development issues • Project experience in MP will be an advantage 	1	30	30	Experience		
					8 Years or more	24	
					9 Years or more	27	
					10 Years or More	30	
	Total	1	60	60			
4.	Civil Engineer(Full Time)	1	30	30	Qualification		
	<ul style="list-style-type: none"> • Degree in Civil Engineering • Fluent in English and communication skills in Hindi • Sound knowledge of municipal services network, design norms, contracting, Estimation etc. 				Post Graduate	24	
						Higher Qualification	30
			1	30	30	Experience	
						8 Years or more	24
						9 Years or more	27
						10 Years or More	30
	Total	1	60	60			
5.	Transport Planner/Engineer(Full Time)	1	30	30	Qualification		
	<ul style="list-style-type: none"> • Masters Degree in Transport Planning/ Engineering • Fluent in English and communication skills in Hindi • Minimum 8 Years of Experience in Transport projects 				Master Degree	24	
						Higher Qualification	30
			1	30	30	Experience	
						8 Years or more	24
						9 Years or more	27
						10 Years or More	30
	Total	1	60	60			
6.	Geographical Information System (GIS) Expert(Full Time)	1	30	30	Qualification		
	<ul style="list-style-type: none"> • Bachelor's Degree in Geography/Equivalent Advanced Degree in GIS /Remote sensing • Fluent in English and communication skills in Hindi • Minimum 8 Years of Experience in GIS projects 				Degree	24	
						Higher Qualification	30
			1	30	30	Experience	
						8 Years or more	24
						9 Years or more	27
						10 Years or More	30
	Total	1	60	60			

7.	Architect/Urban Designer(Full Time)	1	20	20	Qualification		
	<ul style="list-style-type: none"> • Degree in Architecture • Fluent in English and communication skills in Hindi • Minimum 5 Years of Experience in Design and Execution of Architectural projects 				Graduate (B.Arch.)	16	
					Master's in Urban Design	20	
			1	20	20	Experience	
						5 Years or more	16
						8 Years or more	18
						10 Years or More	20
		Total	1	40	40		
8	Quantity Surveyor	1	20	20	Qualification		
	<ul style="list-style-type: none"> • Diploma in Civil engineering • Fluent in English and communication skills in Hindi • Minimum 5 Years of experience in survey works 				Diploma	16	
						Higher Qualification	20
			1	20	20	Experience	
						5 Years or more	16
						8 Years or more	18
						10 Years or More	20
		Total	1	40	40		
9	Security, Law & Order Expert(Full Time)	1	20	20	Qualification		
	<ul style="list-style-type: none"> • Degree in Public Administration or Equivalent • Fluent in English and communication skills in Hindi • Minimum 15 Years of Experience as Senior Government official in related Administrative works • Thorough knowledge of Law/Legal issues 				Masters in Public Administration or Equivalent	16	
						Higher Qualification	20
			1	20	20	Experience	
						15Years or more	16
						20Years or more	18
						25Years or More	20
		Total	1	40	40		
Grand Total				500			

Consultants scoring 800 or more marks in evaluation of their technical proposal shall only qualify for opening of their financial proposal.

7. Working arrangements

7.1 Management and counterpart staff

The assignment will be contracted by the City Managers' Association , Madhya Pradesh. Omkareshwar Nagar Parishad, ULBs under TIDP and CMAMP will ensure the support of municipal officials wherever necessary.

7.2 Items to be provided by the Client

ULB will:

- a. Designate an “Officer-incharge” responsible for management and coordination of consultants.
- b. Constitute multi-stakeholder City Level Steering Committee. As a part of this ULB will nominate officers from relevant sections of ULB to participate in the process of stakeholder consultation and SMMP preparation.
- c. Provide the Consultant with existing maps (as available with the ULB) and data on ULB and service delivery.
- d. Provide the Consultant with necessary authorisation to procure information from line departments.

7.3 Consultant will be responsible to:

- a. Arrange its own office space at **Bhopal** and equipment
- b. Arrange for all transportation and travelling required
- c. Arrange its own translations, communication, data processing, and printing equipments and necessary stationeries
- d. Work closely with the ULB’s officer-Incharge and the UADD

8. Project Monitoring

The process of preparing the SMMP and TIDP would be monitored at the State Level by State Level Monitoring Committee and at the District level by a committee headed by the District Collector .The final approval for SMMP and TIDP would be given by the State Level Monitoring Committee (SLSMC).

9. Payment Schedule

On approval of:

1. Mobilisation Advance	10%
2. Inception report (SMMP&TIDP)	15%
3. Interim Report (SMMP&TIDP)	25%
4. Draft Master Plan (SMMP&TIDP)	25%
5. Final Master Plan(SMMP&TIDP)	25%

Annexure D: Standard Contract Document

SECTION 1: FORM OF CONTRACT

CONTRACT FOR: [Insert Title of Consulting Services]

CONTRACT NUMBER: [Please insert project number]

THIS CONTRACT is made

BETWEEN: [insert Client] (hereinafter referred to as ‘the Client’)

AND: [name of Consultant – (hereinafter referred to as ‘the Consultant’)

[Please insert the name of the Consultant’s representative and communication address of the Consultant]

WHEREAS:

A. the Client requires the Consultant to provide the services as defined in Section 4 (‘the Services’) to City Managers' Association , GoMP on behalf of the Governor, State of Madhya Pradesh (‘the Client’); and

B. the Consultant has agreed to provide the Services on the terms and conditions set out in this Contract.

IT IS HEREBY AGREED as follows:

1. Documents

This Contract comprises the following documents:

Section 1: Form of Contract

Section 2: General Conditions

Section 3: Special Conditions

Section 4: Terms of Reference

Section 5: Schedule of Prices

Section 6: Format for invoice

Annexes: Detailed at Special Conditions of Contract, Clause 2.

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

2. Contract Signature

If the Original Form of Contract is not returned to the Contract Officer (as identified in Section 3) duly completed, signed and dated on behalf of the Consultant within 30 days of the date of signature on behalf of the Client, Client, or participating ULBs will be entitled, at its (their) sole discretion, to declare this Contract void.

No payment will be made to the Consultant under this Contract until a copy of the Form of Contract, signed on behalf of the Consultant, is returned to the Contract Officer.

3. Commencement and Duration of the Services

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

4. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed [*insert total amount in numbers and words*] inclusive of all applicable government taxes – national and state, as applicable ('the Financial Limit').

5. Time of the Essence

Time shall be of the essence as regards the fulfilment by the Consultant of its obligations under this Contract.

For and on behalf of Client

Name:

Date:

For and on behalf of Consultant

Name:

Date:

Witness 1

Name:

Date:

Address:

Witness 2

Name:

Date:

Address:

SECTION 2: GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATION

1. Definitions

- ‘the Consultant’ means the person(s), partnership(s) or company(ies) with whom this Contract is placed.
- ‘the Consultant’s Representative’ means the person named in Section 3 who is responsible for all contractual aspects of the Contract on behalf of the Consultant.
- ‘the Consultant’s Personnel’ means any person instructed pursuant to this Contract to undertake any of the Consultant’s obligations under this Contract, including the Consultant’s employees, agents and sub-consultants.
- ‘Sub-consultant’ means any natural person, private or government entity, or a combination of the above, to whom any part of the Services is subcontracted by the Consultant.
- “Joint Venture” means a Consultant which comprises two or more Partners each of whom will be jointly and severally liable to the Client for all the Consultant’s obligations under the Contract.
- ‘the Client’s Representative’ means any entity appointed by the Client to act on the Client’s behalf with regard to procurement and/or management of this Contract.
- the ‘Equipment’ is defined as a tangible, non-expendable property having an anticipated life of two years or more with a unit acquisition cost of Rs.10,000 or greater. Equipment includes, but is not limited to, computers, other electronic items, furniture, scientific apparatus, machinery, reference material, vehicles, as may be required for the implementation of the Services, which the Consultant cannot reasonably be expected to provide, and which are financed or provided by the Client for use by the Consultant.
- ‘the Financial Limit’ refers to the amount specified in 8.13 and is the maximum amount payable by the Client under this Contract.
- ‘the Services’ means the services set out in the Terms of Reference (Section 4).
- ‘the Software’ means the software designed and developed by the Consultant or the Consultant’s Personnel, and includes the source code and object code along with associated documentation, which is the work product of the development efforts envisaged in the Terms of Reference. It does not include commercial off-the-shelf licensed software (except for the customisation components on such products).
- ‘the Project Officer’ means the person named in Section 3 who is responsible for issuing instructions and dealing with all correspondence in connection with the technical aspects of the Contract.
- ‘the Contract Officer’ means the person named in Section 3 who is responsible for all contractual aspects of the Contract, and to whom invoices should be sent.
- ‘the Officer-Incharge’ means the person named in Section 3 Working arrangements, who is responsible for ensuring coordination between the city, the Consultant in the execution of the Services.
- ‘Contract Documents’ means the documents listed in the Contract Agreement, including any amendments thereto.
- ‘Contract Price’ means the price payable to the Consultant as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

- 'Contract' means the Contract Agreement entered into between the Client and the Consultant, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- 'GCC' means General Conditions of the Contract.
- 'SCC' means the Special Conditions of Contract.
- 'Change in Control' means that the person(s) (including corporate bodies) directly or indirectly in control of the Consultant at the time this Contract is entered into cease to be in control.
- 'Control' means the power of a person to ensure that the affairs of the Consultant are conducted in accordance with the wishes of that person.

2. Interpretation

- 2.1. In the event of any inconsistency between the Form of Contract (Section 1), these General Conditions (Section 2) and the Special Conditions (Section 3), the Special Conditions shall prevail.
- 2.2. Except as expressly provided in Clause 3 the Consultant is not the agent of the Client and has no authority to represent and shall not purport to represent or enter into any commitments on behalf of the Client in any respect.
- 2.3. Nothing in this Contract is intended to make nor shall it make the Client the employer of the Consultant or any of the Consultant's Personnel.
- 2.4. All communications by the Consultant relating to notifications or applications for consents or instructions must be addressed to the Client Contract Officer whose name and address are given in Section 3.

OBLIGATIONS OF THE CONSULTANT

3. Obligations

- 3.1. The Consultant shall perform all its obligations under this Contract (including the provision of the Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts.
- 3.2. If the Consultant is a joint venture then each of the joint venture parties shall have joint and several liabilities in respect of the Consultant's obligations under this Contract.

4. Personnel

- 4.1. All members of the Consultant's Personnel shall be appropriately qualified, experienced and in a suitable physical condition so as to ensure that the Consultant complies with all the Consultant's obligations under this Contract.
- 4.2. No changes or substitutions may be made to members of the Consultant's Personnel identified as key personnel in Section 4 of this Contract without prior written consent of the Client.
- 4.3. If the Client considers any member of the Consultant's Personnel unsuitable, the Consultant shall substitute such member as quickly as reasonably possible without direct or indirect charge to the Client with a replacement acceptable to the Client.
- 4.4. The Consultant is responsible for all acts and omissions of the Consultant's Personnel and for the health, safety and security of such persons and their property.

5. Sub-Consultants

- 5.1. The Consultant shall not sub-contract any of its obligations under this Contract without the prior written consent of the Client.
- 5.2. If, having obtained the Client's consent, the Consultant sub-contracts any of its obligations, the sub contract shall:
- a) provide that payments due to the sub-consultant shall be made within 15 days from receipt of funds from the Client; and
 - b) include rights for the Consultant and obligations for the sub-consultant to ensure that the Client's rights to require replacement of personnel (as set out in Clause 4.3) and the Client's rights and the Consultant's obligations as set out in Clauses 6 to 11 (inclusive) can be enforced against the sub-consultant.

6. Disclosure of Information

- 6.1. The Consultant and the Consultant's Personnel shall not, without the prior written consent of the Client, disclose to any third party any confidential information obtained during or arising from this Contract (other than in the proper performance of this Contract or as may be required by authority of competent jurisdiction). In addition, no publicity is to be given to this Contract without the prior written consent of the Client.

7. Intellectual Property Rights

- 7.1. Subject to Clause 7.2, all intellectual property rights in material (including but not limited to reports, data, designs whether or not electronically stored, but not including the Software) specially developed by the Consultant or the Consultant's Personnel for the Client or pursuant to the performance of the Services commissioned by the Client, shall be the jointly-owned property of the Government of Madhya Pradesh, and are hereby assigned by the Consultant to the Government of Madhya Pradesh.
- 7.2. The Consultant hereby grants to the Client a world-wide, non-exclusive, irrevocable license to use all Software, including source and object code format.
- 7.3. The Consultant undertakes that commercial off-the-shelf licensed software that is not covered by Clause 7.2 will be procured in the name of the Client or in such a manner that it does not interfere with the enjoyment of rights under Clauses 7.1 and 7.2.
- 7.4. To the extent that it does not interfere with rights granted under Clause 7.2, ownership of intellectual property in Software created by the Consultant or the Consultant's Personnel pursuant to the performance of Services commissioned by the Client shall remain with the Consultant.
- 7.5. For the purpose of Clause 7.2, 'use' shall mean and include reproduction, making of derivatives, adaptations, publications and sub-licensing of all the Software and the intellectual property rights therein, but excludes commercial sub-licensing of the Software or its derivatives and adaptations.

8. Confidentiality

- 8.1. Neither of the Parties shall, without the consent of the other, divulge or suffer or permit its officers, employees, or agents to divulge to any person (other than to any of its or their respective officers or employees who require the same to enable them to properly carry out their duties) any information concerning the operations, contracts, commercial or financial arrangements or affairs of the other Party. Both Parties agree that confidentiality obligations do not apply to:
- a) Information that is already known to third parties without breach of this Contract; and

- b) Information that is required to be disclosed by an order of a court of competent jurisdiction or an appropriately empowered public authority, or as a result of an obligation arising under the Right to Information Act or other public disclosure law.

9. Access and Audit

- 9.1. The Consultant shall keep accurate and systematic accounts, files and records ('the Records'). The Records shall clearly identify, among other things, the basis upon which invoices have been calculated and the Consultant shall keep the Records throughout the duration of this Contract and for seven years following its termination.
- 9.2. The Consultant shall upon request provide the Client or its representatives or audit officials unrestricted access to the Records in order that the Records may be inspected and copied. The Consultant shall co-operate fully in providing to the Client or its representative's answers to such enquiries as may be made about the Records.
- 9.3. Where it is found by the Client that any overpayment has been made to the Consultant, the Consultant shall reimburse the Client such amount within 28 days of the date of the Client's written demand.

10. Corruption, Commission and Discounts

- 10.1. The Consultant warrants and represents to the Client that neither the Consultant nor any of the Consultant's Personnel:
 - a) has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any contract or for showing or forbearing to show favour or disfavour to any person or entity in relation to any contract; or
 - b) has entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Consultant or Consultant's Personnel or on their behalf or to their knowledge unless, before such contract was made, particulars of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to the Client, whose written consent was subsequently given to such payment.
- 10.2. Neither the Consultant nor any of the Consultant's Personnel shall accept for or on their own benefit any trade commission, discount or similar payment or benefit in connection with this Contract.

11. Conflict of Interest

- 11.1. Neither the Consultant nor any of the Consultant's Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Contract.
- 11.2. The Consultant and the Consultant's Personnel shall notify the Client immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.

12. Insurances

- 12.1. The Consultant shall maintain professional indemnity insurance cover of an amount not less than the Financial Limit.
- 12.2. At the request of the Client, or its representatives, the Consultant shall provide evidence showing that such insurance has been taken out and maintained and that current premiums have been paid.

13. Indemnity

- 13.1. Except where arising from the negligence of the Client or Client's employees, the Consultant shall indemnify the Client in respect of any costs or damages howsoever arising out of or related to breach of warranty or representation, contract or statutory duty, or tortious acts or omissions by the Consultant or the Consultant's Personnel or any claims made against the Client by third parties in respect thereof.

PRICE AND PAYMENT

14. Applicable Provisions and Financial Limit

- 14.1. The components which comprise the Financial Limit are set out in 8.13

15. Fees

- 15.1. Any fees payable are deemed to cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs including, but not limited to, clothing, passports, visas and vaccinations, overheads and expenses of whatsoever nature that may be incurred except those otherwise specifically provided for in this Contract.

16. Invoicing Instructions

- 16.1. Invoices should be submitted against agreed milestones or as specified at Section Five, Schedule of Payments in duplicate and in accordance with the remainder of Clause 16.
- 16.2. The Client shall unless otherwise expressly provided in Section 3 make payments due by direct credit through the India Bank Clearing Systems. All invoices must contain details of the India bank account to which payments are to be made.
- 16.3. Invoices should include a form of letterhead, the Contract reference number and bear an original signature. They should be numbered sequentially and dated, and marked 'For the attention of the Contract Officer' named in Section 3. The final invoice presented in connection with this Contract should be endorsed 'Final Invoice'.
- 16.4. Unless this Contract is on a milestone payment basis, all invoices should contain details of expenditure in accordance with Section 5 of this Contract.
- 16.5. The Client may request proof of payment in respect of any item and shall be entitled to refuse to meet a claim if this cannot be provided.
- 16.6. Any invoice not presented in accordance with the above may be rejected and in any event shall be liable to query and delay in payment. The Client reserves the right not to pay any amount due in respect of an invoice received by the Client more than 90 days after the day of the Consultant becoming entitled to invoice for the payment to which it relates.

17. Payments

- 17.1. Subject to the Client being satisfied that the Consultant is or has been carrying out their duties, obligations and responsibilities under this Contract, sums duly approved shall be paid within 30 days of receipt of a valid invoice.
- 17.2. If for any reason the Client is dissatisfied with performance of this Contract or there has been an unreasonable delay without clients approval an appropriate sum may be withheld from any payment otherwise due. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.

- 17.3. Should the Client determine after paying for a particular Service that the Service has not been completed satisfactorily, the Client may recover, or withhold from further payments, an amount not exceeding that previously charged for that Service until the unsatisfactory Service is remedied to its satisfaction.

18. Taxes and Duties

- 18.1. The Consultant shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed within/outside India.
- 18.2. If any tax exemptions, reductions, allowances or privileges are available to the Consultant in India, the Client shall use its best efforts to enable the Consultant to benefit from any such tax savings to the maximum allowable extent.

FORCE MAJEURE AND TERMINATION

19. Force Majeure

- 19.1. Where the performance by the Consultant of its obligations under this Contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the Consultant and against which an experienced consultant could not reasonably have been expected to take precautions, the Consultant shall promptly notify the Client in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this Contract.
- 19.2. From the date of receipt of notice given in accordance with Clause 19.1, the Client may, at its sole discretion, either suspend this Contract for up to a period of 6 months ('the Suspension Period') or terminate this Contract forthwith.
- 19.3. If by the end of the Suspension Period the Parties have not agreed a further period of suspension or re-instatement of the Contract, this Contract shall terminate automatically.

20. Suspension or Termination without Default of the Consultant

- 20.1. The Client may, at its sole discretion, suspend or terminate this Contract at any time by so notifying the Consultant and giving the reason(s) for such suspension or termination.
- 20.2. Where this Contract has been suspended or terminated pursuant to Clause 20.1, the Consultant shall:
- a) take such steps as are necessary to terminate the provision of the Services, (including suspending or terminating any Sub-Contracts) in a cost-effective, timely and orderly manner; and
 - b) provide to the Client, not more than 60 days after the Client notifies the Consultant of the suspension or termination of this Contract an account in writing, stating:
 - i) any costs due before the date of suspension or termination;
 - ii) any costs incurred by the Consultant after the date of suspension or termination, which the Consultant necessarily incurred in the proper performance of this Contract and which it cannot reasonably be expected to avoid or recover.
- 20.3. Subject to the Client's approval, the Client shall pay such amount to the Consultant within 30 days of receipt from the Consultant of an Invoice in respect of the amount due.

21. Suspension or Termination with Default of the Consultant

- 21.1. The Client may notify the Consultant of the suspension or termination of this Contract where the Services or any part of them are not provided to the satisfaction of the Client, giving the reasons for such dissatisfaction and, in the case of suspension, the action required

- by the Consultant to remedy that dissatisfaction and the time within which it must be completed.
- 21.2. Where this Contract is suspended under Clause 21.1 and the Consultant subsequently fails to remedy the dissatisfaction, the Client may terminate this Contract forthwith.
- 21.3. The Client may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred terminate this Contract forthwith where:
- a) the Consultant or any member of the Consultant's Personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract; or
 - b) the Consultant or any member of the Consultant's Personnel has committed an offence under the Prevention of Corruption Acts 1988 or the National Security Act 1980 or in breach of Clause 10 of this Contract; or
 - c) the Consultant is an individual or a partnership and at any time:
 - i) becomes bankrupt; or
 - ii) is the subject of a receiving order or administration order; or
 - iii) makes any composition or arrangement with or for the benefit of the Consultant's creditors; or
 - iv) makes any conveyance or assignment for the benefit of the Consultant's creditors; or
 - d) the Consultant is a company and:
 - i) an order is made or a resolution is passed for the winding up of the Consultant; or
 - ii) a receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Consultant.
 - e) the Consultant is a partnership or a company and there is a Change in Control. However, the Contract will continue if the Client states that it has 'no objection' to the continuation of the Contract after the Change in Control.
- 21.4. Where this Contract is terminated in accordance with this Clause, the Consultant shall without prejudice to the Client's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract.

GENERAL PROVISIONS

22. Variations

- 22.1. No variation/amendment in the terms or scope of this Contract shall be effective without the prior written consent of both Parties and recorded in writing in the form of a letter entitled '*Contract Amendment No.* '. Without such consent neither Party shall have any liability in respect of work performed outside the Services set out in Section 4.

23. Assignment

- 23.1. The Consultant shall not, without the prior written consent of the Client, assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the Consultant, any of its rights or obligations under this Contract or any part, share or interest therein.

24. Limit of Liability

- 24.1. Except where there has been misconduct, gross negligence, dishonesty or fraud on behalf of the Consultant or the Consultant's Personnel the Consultant's liability under this Contract shall be subject to the amount of the Financial Limit.

25. Retention of Rights

- 25.1. Clauses 6, 7, 8, 9, 13, 26 and 27 of this Section 2 and any relevant clauses listed under Section 3 shall continue in force following the termination of this Contract.

26. Law and Jurisdiction

- 26.1. This Contract shall be governed by the laws of Republic of India.

27. Amicable Settlement

- 27.1. This Contract shall constitute the entire Agreement between the Parties, and may not be altered or amended except by the written agreement of the Parties. No duties, obligations, liabilities or warranties other than those expressly provided in this Contract and its attachments shall be applied. Both Parties to this Agreement will make every attempt to resolve in an amicable way all differences concerning the interpretation of this Contract and the execution of the work. Any dispute or disagreement which cannot be resolved by both Parties and any controversy claim or dispute otherwise arising in connection with this Contract or breach thereof shall be referred to an arbitrator to be agreed between the Parties or, failing such agreement, will be referred to the Client's City Courts.
- 27.2. The decision of the arbitrator shall be final and binding on both Parties.
- 27.3. The place of arbitration shall be as stated in the Special Conditions.

SECTION 3: SPECIAL CONDITIONS

[Select the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

1. OFFICIALS

1.1. The Contract Officer is: *[please insert details as below]*

Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

1.2. The Project Officer is: *[please insert details as below]*

Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

1.3. The Consultant's Representative is: *[please insert details as below]*

Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

1.4. The Officer-Incharge from ULB is: *[please insert details as below]*

Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

2. Additional documents to be included in this Contract

The following documents are included in and form part of the Contract:

Annex X. Minutes of the meeting between the Client and the Consultant dated xx 2009

[If there are any modifications to the General Conditions of Contract, the clauses that replace GCC clauses should be inserted here. Additional clauses can also be inserted here, but care should be taken to ensure that this does not cause interpretation difficulties.]

3. PAYMENT STRUCTURE

The payment schedule is contained at Annexure C (9) on Payment Schedule *[Any changes should be advised to the Consultant during negotiations.]*

4. MARKING AND DOCUMENTATION

- i) The marking and documentation within and outside the packages shall be: *[insert in detail the markings on the packing and all documentation required; sample below]*

City Managers' Association , GoMP

Details of Project Officer as in 1.2 of SCC

Standard International Norms for Marking

5. ARBITRATION

The place of arbitration shall be **Bhopal**.

SECTION 4: TERMS OF REFERENCE AND CONSULTANTS PERSONNEL SCHEDULE

[insert from Annexure D in RfP, without payment schedule]

Insert Manning Schedule at the end of the TOR]

SECTION 5: SCHEDULE OF PRICES

- a. This is a **lump sum contract** and all payments shall be based on specified milestones.

b. SECTION 6: Invoice format

To be given on letter head of the firm

INVOICE

<p>City Managers' Association ,GoMP</p> <p>For Attention of _____</p>
--

Invoice No.:

Invoice Date:

Service Tax

Registration No.

PAN Number

Contract For: _____

Contract No.: _____

Period of Consultancy:	Start Date _____	End Date _____
Milestone achieved for this claim Period Covered by this Claim		

Maximum Contract Value: _____	Total Amount Received _____
Claims made	Amount: _____ Date _____ Invoice No. _____ Date Received _____
	Amount: _____ Date _____ Invoice No. _____ Date Received _____
	Amount: _____ Date _____ Invoice No. _____ Date Received _____

Particulars of current claim made should be mentioned here	Amount	Tax if any
Invoice Total		

PLEASE MAKE PAYMENT TO:

<p>Bank Account:</p> <p>Account Name:</p>	<p>Bank SWIFT ID:</p> <p>Account Number:</p>
---	--

This invoice is in respect of a supply of services to the Client, and is addressed to the Client, purely for payment purposes. I certify that the amounts claimed in this invoice have been wholly and necessarily incurred for the purpose of the engagement and have not been claimed before.

Signature of Consultant

The claim is correct and Services have been received. Please arrange payment:

Project Officer/Advisor