

**Administration of UT Ladakh
Director, Urban Local Bodies**

**REQUEST FOR PROPOSALS (RFP) FOR CONSULTANCY SERVICES
GIS-BASED MASTER PLAN FORMULATION FOR KARGIL TOWN
IN UT LADAKH**

Administration of UT Ladakh, Director, Urban Local Bodies proposes to undertake GIS-based Master Plan Formulation for Kargil Town Under AMRUT Mission in UT Ladakh under the Jammu and Kashmir development act of 1970.

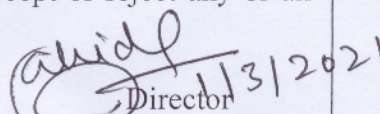
Proposals are invited to conduct the assignment and submit the deliverables from Public Sector Undertakings/Autonomous Bodies/Organizations and consulting firms/consortium that have requisite experience and infrastructure.

Details may be accessed and the RFP/application forms can be downloaded from the website: leh.nic.in, Ladakh.nic.in. The RFP/application forms can also be obtained in person from the following address between 10.30 am to 4.30 pm on all working days. The completed application, as per instructions in the RFP document, should reach the following address latest by 10th March up to 12.00 pm:

Director, Urban local bodies
Camp Office, Council Secretariat
Office Complex, Kargil, Ladakh
Phone: +91-9419765720
Email: dulbladakh@gmail.com

Fax:

The Director, Urban Local Bodies reserves the sole right to accept or reject any or all proposals without assigning any reason whatsoever.


Director
Urban Local Bodies
Designation

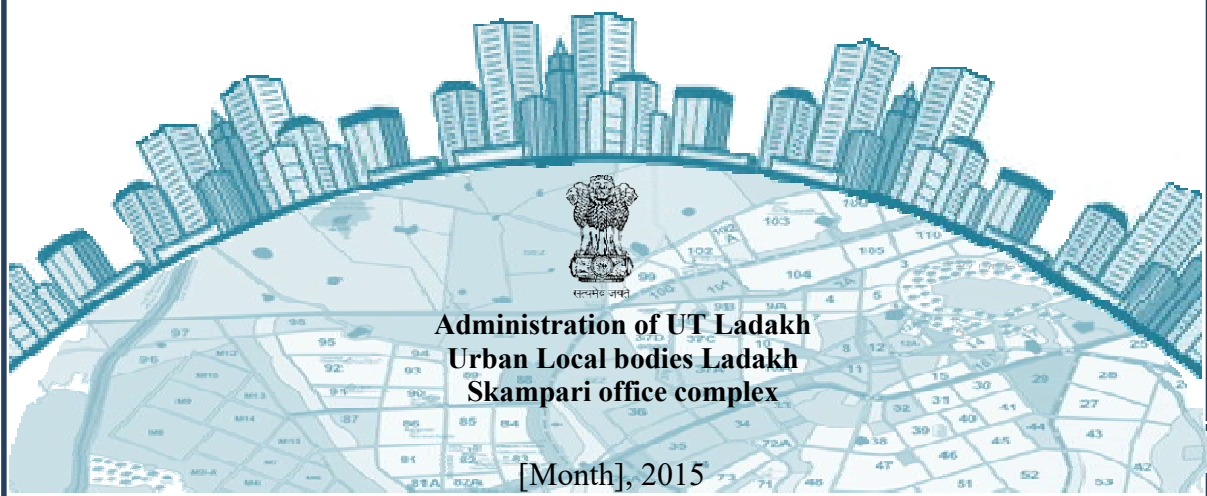


*Atal Mission for Rejuvenation
and Urban Transformation*

GIS-BASED MASTER PLAN FORMULATION

FOR AMRUT CITIES

REQUEST FOR PROPOSALS



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Section 1. Invitation

F. No. _____

Dated:01/03/2021

1. Director, Urban Local Bodies, Administration of UT Ladakh invites Request for Proposal for GIS-based Master Plan Formulation for Kargil Town in Union territory of Ladakh under the Atal Mission for Rejuvenation and Urban Transformation (AMRUT) of Ministry of Urban Development, Govt. of India.

2. The objective of the assignment is to prepare a draft Master Plan document Kargil town under the Jammu and Kashmir development act of 1970.

3. A consulting firm will be selected as per procedures described in this RFP.

4. The RFP includes the following:

Section 1 - Invitation

Section 2 - Terms of Reference

Section 3-Information to Consultants

Section 4 - Prequalification - Standard Forms

Section 5- Technical Proposal - Standard Forms

Section 6 - Financial Proposal - Standard Forms

Section 7 - Standard Form of Contract

Section 2. Terms of Reference

[Note: These TOR are indicative in nature. Director, Urban Local Bodies may modify it as required under State Town & Country Planning Act]

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1. Introduction
2. Scope of Work
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Terms of Reference – GIS-based Master Plan Formulation for AMRUT cities in Union territory of Ladakh

1. Introduction

1.1 The purpose of Atal Mission for Rejuvenation and Urban Transformation (AMRUT) is to provide basic services (e.g., water supply, sewerage, urban transport) to households and build amenities in cities which will improve the quality of life for all, especially the poor and the disadvantaged. The major components of the Mission are to (i) ensure that every household has access to a tap with assured supply of water and a sewerage connection; (ii) increase the amenity value of cities by developing greenery and well-maintained open spaces (e.g., parks); and (iii) reduce pollution by switching to public transport or constructing facilities for non-motorized transport (e.g., walking and cycling). Besides these, the Mission has identified eleven major reforms. Urban Planning and City Level Plans including Preparation of Master Plan using GIS is one of them. Master Plans provide the basis for infrastructure provision, effective land use management and utilization, spatial growth management, enable project planning, and urban management.

1.2 Planning response in India has generally not been able to keep pace with the rate of urbanization and formation of towns. As per information obtained from State Town & Country Planning Departments (STPD), only 24% of towns and cities have statutory master plans.

1.3 The number of urban settlements in India is increasing relatively rapidly and the percentage of India's population living in urban areas is expected to increase to nearly 40% by 2026 and cross 50% by 2051. This means that a larger number of settlements, as well as a larger percentage of population, has to be planned for urgently to ensure economic growth of the nation and well-being of the people.

1.4 In order to address this requirement, the GIS-based Master Plan Formulation Scheme is to be taken up as a Centrally funded reform for 500 AMRUT cities by Ministry for Urban Development, to be implemented by Administration of UT Ladakh. Director, Department of Urban Local Bodies is the State Nodal Agency (SNA) for implementing the scheme in Administration of UT Ladakh.

1.5 Accordingly, the Director, Urban Local Bodies, Administration of UT Ladakh proposes to undertake work on the following cities/ towns in Ladakh.

Sl.No.	Name of City/ Town	Civic Status	Extent of planning area (sq.km)
1	Kargil		3,221.65 hectare

1.6 Description of the Assignment

The major components of the assignment are:

1.6.1 Formulation of Master Plan: Formulation of Master Plan of city as per Jammu and Kashmir development Act 1970 which includes demand assessment, identification of issues, projected requirements, development strategy and draft proposals on the GIS base map and sector-wise data analysis, to be done by the Consultant. The deliverables in the form of base

map, thematic maps specified, data analysis reports, draft plan document, etc. URDPFI Guidelines, 2014 may also be referred.

1.6.2 Spatial Attribute Collection & Vetting of Base Maps: The Director, Urban Local Bodies will make available the draft base map of the city obtained from NRSC to the Consultant for value addition by collecting spatial attributes as per Design & Standards. The draft base maps are to be sent back to NRSC to incorporate the attributes collected by the consultants on GIS database and generate draft final base maps. NRSC, after incorporating spatial attributes, will send the final maps generated to the competent authority/ ULB/ STPD for vetting, after which the final base maps will be generated which will be used as an input for plan formulation.

1.6.3 Urban Database Creation: Sector-wise data collection and data analysis report of 25 socio-economic and physical aspects is to be done by the Consultant. An indicative format is provided in the Design & Standards (copy annexed herewith). The proforma may be modified/amended as per the requirement of the State Government. In addition, primary surveys such as land use survey, traffic & transport survey, household surveys, etc. are required to be undertaken as required under the relevant acts.

2. Scope of Work

2.1 As per the J&K development Act 1970, the relevant provisions for formulation of master plan are as follows:

2.2 The master plan being prepared will include, but not be limited to, the following aspects:

- i) Location, physiography, linkages, climate, regional setting
- ii) Historical background
- iii) Brief description of city, review of existing Master/ Development Plan, issues related to implementation of existing master plan
- iv) Spatial growth of the town & direction, incorporation of new areas
- v) Demographic data including population (urban/ rural, ward-wise, male & female), literacy rate, growth of population, workers and non-workers, occupational structure, etc. shall be collected – as per current & past Census data.
- vi) Employment generating activities – existing and potential
- vii) Industries – existing and potential, their nature, employment etc.
- viii) Commercial activities including retail and wholesale business, warehousing and godowns, mandis, rural markets, etc.
- ix) Government and semi government offices and government reserved areas.
- x) Educational facilities (Govt. /Private) including universities, colleges (engineering, medical, arts, science, commerce, law, etc.), schools (higher secondary, secondary, middle, primary, nursery, etc.) vocational training centres, etc.
- xi) Medical facilities (Govt. /Private) including hospitals, dispensaries, primary health centres, veterinary, ayurvedic, homeopathic, etc.
- xii) Social, cultural and other religious activities
- xiii) Other community facilities including cremation and burial grounds

- xiv) Physical infrastructure – electricity, water supply, sewerage, solid waste management, telephone, etc.
- xv) Recreational facilities including parks, open spaces, mela grounds and playgrounds, semi-public recreation, etc.
- xvi) Agricultural use including dairies, orchards, nurseries, reserved forests, etc.
- xvii) Circulation facilities including airport/railway stations and yards, road transport terminals, stands for buses and trucks, parking, etc.
- xviii) Proposals/ commitments by Central/ State Government, concerned Local Body, development authority, etc.)
- xix) All vacant lands under government ownership (non-built)
- xx) All forest lands
- xxi) Places of tourist and heritage importance both natural and manmade including natural areas, fairs and festivals, etc.
- xxii) Legislative and Institutional Framework, institutional structure – municipal bodies, development authority, urban improvement trust, etc.
- xxiii) Action Plan, identification of projects and phasing, resource mobilisation

2.3 Spatial attribute collection and vetting of Base Map

The NRSC will provide a draft base map at 1:4000 scale using high resolution satellite data. To provide authenticity to the information provided by NRSC, value-addition of spatial features will be done through collection of attributes and the same will be vetted by ULBs/ STPD for further usage. The layer-wise spatial attributes as per the proforma given in Design & Standards will be collected from the field by the Consultant/ officials of concerned department and provided to NRSC for incorporation so that the draft final base map can be generated which can be used as an input to the plan formulation.

2.4 Urban Database Creation

Urban and socio-economic data is an input to be used to study the existing situation, identification of issues and formulation of proposals and projections. While most of the data to be collected is secondary, some crucial data may be required to be collected from primary surveys. An indicative format for data collection is provided in the Design & Standards, which is to be modified as per the J&K development act 1970. Data analysis will be presented sector-wise, in the form of chapters in the draft Master Plan document. The final chapter structure of the Master Plan will be as per the J&K development act 1970.

Databases to be created and surveys to be conducted – including land use survey, socio-economic, traffic and transport and other surveys will be as per the J&K development act 1970.

2.5 Formulation of Master Plan

The horizon year for the draft master plan will be 2041.

The draft proposals will be in accordance with existing regional plans, district plans and will incorporate proposals of other departments such as DMIC/DFC, SEZ, NIMZ, etc.

The draft master plan will specify the aims and objectives for the development of the city/ town.

Contents of the draft master/ development plan document will be as per URDPFI Guidelines and statutory provisions of the J&K development act 1970.

3. Deliverables and Time/ Payment Schedule

The following time schedule/payment schedule is proposed:

Sl. No.	Stage Report	No. of Copies	Schedule	Cumulative Time Period	Payment Schedule
i)	Inception Report	10 + soft copy	15 days from date of award	15 days	10% of the total cost would be payable on approval of Inception Report
ii)	Spatial attribute collection and vetting of Base Maps	10 + soft copy	100 days from date of approval of Inception Report#	115 days plus processing time*	20% of the total cost would be payable on approval of Base Map
iii)	Data Analysis Report	10 + soft copy	120 days from date of approval of Base Map#	235 days plus processing time*	20% of the total cost would be payable on approval of Data Analysis Report
iv)	Projected Requirements, Issues & Potentials	10 + soft copy	45 days from date of approval of Data Analysis Report	280 days plus processing time*	10% of the total cost would be payable on approval of Data Analysis Report
v)	Draft Proposals	25 + soft copy	60 days from date of approval of Projected Requirements, Issues & Potentials	340 days plus processing time*	20% of the total cost would be payable on approval of draft proposals
vi)	Draft Master Plan	25 + soft copy	45 days from the date of receiving feedback from the Client	385 days plus processing time**	20% of the total cost would be payable on approval of Draft Master Plan

Note:*processing time is the time between submission of the stage report and issue of the minutes for approval/ modification of the same and would be about 30 days.

The period between the submission of stage report and its processing would not be included in the period of assignment.

#The Client will ensure that the total period for completion for the assignment does not exceed 24 months. The State Government may change the duration of time allotted for various stages as per size of the city.

The Consultant will be required to make a presentation before the Consultancy Evaluation & Review Committee (CERC) within a week of submission of each of the above reports. The observations/ suggestions of CERC will be incorporated in the next stage of submission. The period between the submission of Draft Proposals and direction given to prepare Draft Master Plan would not be included in the period of assignment for remuneration purposes.

The payment will become due on approval of the stage reports and on raising of bills/ invoice by the consultant after the approval of the stage report. The processing time of the payment will be 60 days for final payment and 30 days for all other payments.

4. Support by Consultant after approval of Draft Master Plan

After approval of Draft Master Plan, the Consultant will provide support for one year from the date of approval of Draft Master Plan for the plan approval process, workshops, discussions and making presentations to various agencies/ departments, incorporating modifications if any, as and when required by the client.

5. Procedure for Monitoring & Review of the Assignment

The Consultant's work will be monitored and reviewed by a Consultancy Evaluation and Review Committee (CERC) under the Chairmanship of Director, Urban Local Bodies, Administration of UT Ladakh. The composition of the Committee will be as follows:

i	Director, Urban Local Bodies Ladakh	Chairman
ii	Executive Officer of the Municipal Committee Kargil	Member
iii	Chief Engineer, PWD	Member
iv	Chief Engineer, PHE	Member
v	Representative of MoUD/ TCPO	Member
vi	President, Municipal Committee Kargil	Member
vii	Senior Town Planner of concerned ULB	Member-Convener

The consultants shall submit each of the above-mentioned deliverables as per the schedule mentioned above. This will be followed by a presentation to the CRC within a week, wherein, the CRC members shall give their comments and suggestions in the form of feedback. Subsequently, the consultant will incorporate all such comments and suggestions in their next stage report.

6. General

- i) The details about the methodology and data outputs in respect of consultancy should be worked out in the bid offer by the consulting firm.
- ii) All data collected by the Consultant shall be made available to the Client in proper organized format and this data shall remain the property of the Client.
- iii) The data collected and the research results of the Consultancy shall not be divulged to other agencies without the explicit approval of the Client.
- iv) All reports should be submitted in hard and soft copy. Reports should be in Microsoft Word format, maps and drawings should be in the compatible format of GIS facilities available with the Client.
- iv) Monthly Progress Report will be submitted by the consultant to review the progress of the Study.

Section 3. Information to Consultants

1. Introduction

1.1 Director, Urban Local Bodies, Administration of UT Ladakh, henceforth referred as Client, will select a Consultant for carrying out the assignment on GIS-based Master Plan Formulation for Kargil town in Ladakh UT under AMRUT.

1.2 Interested consulting firms/consortiums may submit proposals for Kargil town.

1.4 Proposals should be submitted in English.

2. Method of selection

2.1 Selection will be done on basis of 3-stage process. In the 1st stage, pre-qualification information submitted by interested Consultants in prescribed format will be evaluated. Only those who meet the pre-qualification criteria will qualify 1st stage and will be considered for 2nd stage. In the 2nd stage, Technical Proposals will be opened and evaluated and Technical scores will be given. In the third stage, Financial Proposals of those Consultants who have a technical score of 80% and above will be opened. The Consultant with the L1 bid will be called for further discussions to sign a Contract Agreement.

2.2 Interested consulting firms are requested to submit three-stage documents in separate sealed covers:

- a) Pre-Qualification
- b) Technical Proposal
- c) Financial Proposal

2.3 Consultants must submit an original and two additional copies of Pre-qualification, Technical Proposal and Financial Proposal along with soft copy.

2.4 The proposals must be accompanied with a **non-refundable processing fee** of Rs. 1000 (Rupees one thousand only) in the form of a bank draft drawn in favour of Director, Urban Local Bodies, Administration of UT Ladakh, payable at office of director ULB.

2.5 The Technical Proposal should be accompanied with an **Earnest Money Deposit**(refundable for all non-successful bidders) of Rs. 60000/- (Rs. Sixty thousand only) in the form of bank draft drawn in favour of Director, Urban Local Bodies, Administration of UT Ladakh.

Refund/Adjustment of Earnest Money:

- Earnest money of the successful bidder(s) shall be refunded with the final payment to the Consultant.
- Earnest money of the unsuccessful bidder(s) shall be refunded as early as possible.
- No interest shall be paid on Earnest Money
- Earnest money shall stand forfeited -
 - If the bid is withdrawn at any time before the validity period, or

- If the successful bidder fails to execute the contract and/or does not execute performance guarantee within the stipulated period.

2.6 The outer envelope containing proposal should be marked clearly “Consultancy Services for GIS-based Master Plan Formulation for Kargil town in Ladakh UT under AMRUT” and super-scribing the names and number of the Cities.

2.7 The proposal submission address is:

Director urban local bodies,
Municipal committee Leh office,
Skampari Office complex
Leh Ladakh, 194101

Phone:

Email: dulbladakh@gmail.com

2.8 Proposals must be submitted not later than the following date and time:

Date: 10/3/2021, Time: 12.00 pm.

2.9 Proposals must remain valid 90 days after the submission date until validity extended by the Consultant. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The client will make the best effort to complete the tendering process within this period. If the client wishes to extend the validity period of the proposals, the Consultants may do so and those who do not agree have the right not to extend the validity of their proposals.

3. Pre-Bid Conference

3.1 A pre-bid conference was held on 27/02/2021 at 10:30 in the office of the HCEC Kargil

3.2 Clarifications of the RFP may be requested by the Consultants (in writing only, by mail, fax or email) up to three working days prior to pre-bid conference. The address for requesting clarifications is:

Director urban local bodies,
Municipal committee Leh office,
Skampari Office complex
Leh Ladakh, 194101

Phone:

Email: Dulbladakh@gmail.com

4. At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the RFP documents by amendment. The Client may at its discretion extend the deadline for the submission of Proposals.

5. The costs of preparing the proposal, including visit to the Client, etc., are to be borne by the Consultant.

6. Awarding the consultancy will be in accordance with policies of Administration of UT Ladakh, including policies on corrupt and fraudulent practices.

7. Preparation of Proposal

7.1 Pre-qualification criteria

Interested Consultants shall submit information in the prescribed Pre-Qualification Forms provided in Section 4 of this document. Only those Consultants whose responses are found satisfactory will be considered for evaluation of Technical Proposal.

Technical Proposal

7.2 In preparing the Technical Proposal, consulting firms are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

7.3 The Technical Proposal should provide information using the Standard Forms provided in Section 5 of this document only, failing which the proposal may be summarily rejected.

7.4 The Technical Proposal shall not include any financial information.

Financial Proposal

7.5 The Financial Proposal should be submitted in Standard Forms provided in Section 6 of this document only.

7.6 The proposal should be complete, i.e., it should list all costs associated with the Assignment.

7.7 The Financial Proposal should clearly identify, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the consultants, the sub-consultants, and their personnel.

7.8 The financial proposal should be prepared in Indian Rupees.

8. Submission, Receipt, and Opening of Proposals

8.1 The original Proposal (including Pre-qualification, Technical Proposal and Financial Proposal) shall be prepared in indelible ink. Any corrections must be initialed by the person or persons who sign(s) the Proposals.

8.2 An authorized representative of the consulting firm initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

8.3 The original and all copies of the Pre-Qualification shall be placed in a sealed envelope clearly marked "Pre-Qualification".

8.4 Technical Proposal, including original and all copies shall be placed in a sealed envelope clearly marked “Technical Proposal,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “Financial Proposal” and warning: **“Do Not Open with the Technical Proposal.”** Technical and Financial envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the title **“Technical and Financial Proposal”**. This envelope along with Pre-Qualification envelope will be placed in another envelope, sealed and clearly showing the name of the assignment, the submission address, and town for which the proposal is submitted.

8.5 The completed Pre-qualification, Technical and Financial Proposal must be delivered at the submission address on or before the time and date specified. Any Proposal received after the closing time for submission of proposals shall be returned unopened.

8.6 After the deadline for submission of proposals the Pre-qualification envelope shall be opened immediately by the Consultancy Evaluation & Review Committee (CERC). If the CERC desires, the short-listed consultants may be called for power-point presentation. The information will be evaluated. The Technical Proposal of only the qualifying Consultants will be opened after evaluation process. The Financial Proposal shall remain sealed until technical capability statement of all submitted proposals is prepared and consultants short-listed. The consultant’s representative may opt to be present during the financial bid opening. The date will be conveyed by the consultant to the client in advance.

9. Proposal Evaluation

General

9.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated. Any effort by the firm to influence the Client in the Client’s proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant’s proposal.

Evaluation of Pre-Qualification Forms

The authorized Consultancy Evaluation & Review Committee (CERC) as a whole will evaluate the Pre-Qualification Forms on the basis of their audited turnover, experience, projects executed, project experience, qualification and experience of key personnel, applying the evaluation criteria specified.

Sl. No.	Criteria	Marks
1.	Average audited turnover of the Consulting Firm/ Consortium Lead of the preceding five financial years	10
2.	Experience of the consulting firm	15
3.	Five major projects executed	25
4.	Relevant project experience of the consulting firm	20
5.	Qualification and experience of key professionals	10
6.	Write-up on the topic “Master/ Development Plan Formulation in India”	20

The qualifying marks will be 70%.

Evaluation of Technical Proposals

9.2 The authorized Consultancy Evaluation & Review Committee (CERC) as a whole evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria specified. Each proposal will be given a technical score. A proposal shall be rejected at this stage if it does not achieve the minimum technical score.

9.3 The evaluation criteria are as follows:

No.	Criteria	Total points
1.	Specific experience of the consulting firm related to the Assignment	20
a.	Similar assignments (5 of 2 marks each)	10
b.	Experience and capabilities of the consulting firm Total experience in consultancy - 4 Experience in plan formulation using GIS database - 6	10
2.	Adequacy of the proposed work plan in response to ToR	30
a.	Understanding the ToR	10
b.	Methodology suggested	10
c.	Adequacy of the proposed work plan	10
3.	Qualifications and competence of the key professional staff for the assignment	50
a.	Team Leader/Urban Planner	15
b.	GIS Expert	15
c.	Transport Planner	10
d.	Socio-economic Expert	10
	Total Score	100

Illustrative list of “Similar Assignments”:

- Generation of geospatial database for a city/ town
- Formulation of Master/ Development Plan using GIS database
- Spatial Planning for New Town/ Industrial Township
- Planning and implementation using GIS of urban sector projects like water supply, sewerage, etc., national highway/ metro/ similar large infrastructure projects
- Formulation of Regional Plan for a region/ sub-region
- City Development Plan under JNNURM

9.4 The percent distribution of points for qualifications and competence of the key professional staff for the assignment are:

(i)	Educational qualifications	20%
(ii)	Relevant experience for the project	70%
(iii)	Experience in the region	10%

9.5 The minimum required experience of proposed key professional staff is:

Sl. No.	Key professional	Qualifications	Area of Specific Expertise
1.	Team Leader/Urban Planner	Post Graduate in Urban and Regional Planning with 15 years' experience	Experience in formulation of master plans, regional plans, area plans, town planning schemes with leadership qualities to lead the team effectively.
2.	GIS Expert	M.Tech in Geo-Informatics with	Experience in developing and managing geo-

Sl. No.	Key professional	Qualifications	Area of Specific Expertise
		10 years' experience	databases is essential. Strong practical experience in GIS software tools like ArcMap, ERDAS and other platforms. Preparation of base maps, spatial attribute data collection and vetting of maps.
3.	Transport Planner	Post Graduate in Transport Planning with 10 years' experience	Experience in preparation of transport plans, city circulation plans, mobility plans, etc. and conducting traffic and transport surveys.
4.	Socio-economic Expert	Post Graduate in Statistics/Sociology/Economics/Geography with 10 years' experience	Experience in collection of field data and socio-economic surveys, analysis of socio-economic data of cities/towns at local level, projections, creation of urban database using secondary sources

9.6 The minimum technical score required to pass is: 80%

Public Opening and Evaluation of Financial Proposals

9.7 After the evaluation of Technical Proposal is completed, the Client shall notify only those consultants whose proposals have been short-listed of the same and the date and time for opening of financial proposals.

9.8 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores, and the proposed amount shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

9.9 The Consultancy Evaluation & Review Committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not the client will cost them and add their cost to the initial price), correct any computational errors, etc.

9.10 The Consultant who has bid the lowest amount (L1) will be invited for discussions/ negotiations / clarifications for the purpose of signing a Contract Agreement.

10. Discussions/ clarifications with the successful bidder

10.1 **Discussions/ clarifications** will be held in order to reach agreement on all points and sign a contract.

10.2 Discussions/ clarifications will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, staff-months, logistics, and reporting which will be incorporated in the Contract.

10.3 **Discussions/ clarifications** will be held at the Office of the Director Urban Local bodies Ladakh on date set by mutual convenience.

Award of Contract

11.1 The contract will be awarded after the tendering process is complete. The Client will promptly notify other consultants that they were unsuccessful and return their Technical and Financial Proposals.

11.2 On award of the consultancy, the Consultant should be required to enter into an agreement with Client for the successful completion of the Consultancy as per the Terms and Reference.

11.3 The firm is expected to commence the assignment on the date and at the location specified in the Contract.

11.4 Termination of the Contract will be in accordance with provisions of the Para 2.6 of General Conditions of Contract. In case of dispute the matter will be referred to an arbitrator as specified by the Client.

11.5 The Client will provide the relevant data/reports available. Collecting any other data relevant to the assignment will be the responsibility of the consultants. The Client will provide the necessary introductory letter to get information from other concerned agencies/departments, wherever applicable.

12. Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process.

13. Other conditions of payment

- i) No separate TA/DA would be payable in addition to Consultancy fee.
- ii) The TDS and other taxes as applicable under the law would be deducted by the Client from the amount payable as Consultancy fee.
- iii) In case of delay in the conduct of consultancy services within the time fixed or in the event of repudiation of the contract, the Client reserves the right to recover liquidated damages, including administrative expenses, for breach of contract, a sum equivalent to 0.5% (half percent) of total contractual value, which the Consultant has failed to deliver within the period fixed for delivery for each week or part thereof during which delivery is in arrears subject to an overall ceiling of 10% of the total contract price.
- iv) The successful bidder will have to provide a **Performance Guarantee for 20%** of the Consultancy fee at the time of signing the Contract Agreement as per the following details:
 - The guarantee is to be valid up to one year from date of approval of Draft Master Plan.
 - This shall have to be furnished by the Consultant within 15 days from the date of issue of a letter accepting the offer of the assignment.

- The performance guarantee shall be submitted in the prescribed form (Section 7, Appendix-F) from any scheduled commercial bank appearing in the second schedule of RBI incorporated in India.
- The Performance Guarantee Bond and/or any amendment thereto shall be executed on a stamped paper of requisite money value in accordance with Indian laws.
- No other form of Guarantee shall be acceptable.

Section 4. Pre-Qualification - Standard Forms

To
Director
Urban Local Bodies

Sub: Consultancy Services for “GIS-based Master Plan Formulation for Kargil City in UT Ladakh under AMRUT” – Submission of Pre-Qualification

Sir,

We, the undersigned, offer to provide the consulting services for the above assignment in accordance with your Request for Proposal vide advertisement dated [Date]. We are hereby submitting our Proposal for the GIS-based Master Plan Formulation for Kargil City in UT Ladakh under AMRUT.

2. The Proposal contains the following documents in separate sealed envelopes:

Pre-Qualification – original + 2 copies
Technical Proposal – original + 2 copies
Financial Proposal – original + 2 copies
CD containing editable copy (MS-Word) of Pre-Qualification and Technical Proposal

3. We have gone through the RFP documents and understand the terms and conditions. We understand that you are not bound to accept any proposal you receive.

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

- Encl:
1. Pre-Qualification (in sealed cover)
 2. Demand Draft of 2.5% of the projected cost towards processing fee
 3. Technical & Financial Proposal (in sealed cover)

Pre-qualification – Standard Forms

4A. General

1. Name of the consulting firm
2. In case of consortium, name of other partners of the consortium
3. In case the consulting firm is a subsidiary of a larger organization, please write the name of the parent organization
4. Consulting firm's registered address in India
5. Consulting firm's address for correspondence regarding this project, including phone numbers (mention city code), fax numbers and email addresses
6. Details of the authorized signatory of the consulting firm for communication regarding this project
 - Name
 - Designation
 - Contact details of the authorized signatory
 - Office Phone (Direct Line/ Extension) Number
 - Fax Number
 - Mobile Phone Number
 - Email Id
7. Please mention the audited turnover of the Consulting Firm/ Consortium Lead in the preceding five financial years (Rs. Crores)

FY 2010-11:	_____	Cr. INR
FY 2011-12:	_____	Cr. INR
FY 2012-13:	_____	Cr. INR
FY 2013-14:	_____	Cr. INR
FY 2014-15:	_____	Cr. INR

Note: only those firms should apply whose turnover is not less than Rs. --- lakhs for each of last 3 consecutive financial years. For consortium, all firms must conform to this criterion.

4B. Experience of the Consulting Firm

1. Total Experience since the inception of firm (in years) :
2. Main line business :
3. Experience in consultancy (in years) :
4. Experience in consultancy in relevant field (in years) :

4C. Five major projects executed

Sl. no.	Name of Project	Client	Type of project	Location of Project	Value of the Project (in Rs.)	Stage of project execution	
1						(completed/ under progress) as on date	Year of completion
2							
3							
4							
5							

4D. Relevant project experience of the Consulting Firm

Sl. No	Title of the project	Client name	Whether participated as individual consulting firm/ member of consortium	Project cost in Rs.	Stage of project execution (completed/ under progress) as on date	Any other relevant information
			(if member of consortium, mention the consortium lead)			

4E. Qualification and Experience of Key Professionals

Sl. No.	Field of Expertise	Qualifications			Experience			
		PhD	PG	Graduate	Total	In relevant projects	Names of corresponding project	National/ International Experience
1	Team Leader/Urban Planner							
2	GIS Expert							
3	Transport Planner							
4	Socio-economic Expert							

Illustrative relevant fields to be used for no.4 above:

- Generation of geospatial database for a city/ town
- Formulation of Master/ Development Plan using GIS database
- Spatial Planning for New Town/ Industrial Township
- Planning and implementation using GIS of urban sector projects like water supply, sewerage, etc., national highway/ metro/ similar large infrastructure projects
- Formulation of Regional Plan for a region/ sub-region
- City Development Plan under JNNURM

Note: Only those firms should apply whose have not less than 5 years' experience in the relevant field. For consortium, all firms must conform to this criterion.

4F. Write-up on the topic “Master/ Development Plan Formulation in India” in about 1000 words.

Section 5. Technical Proposal - Standard Forms

Contents

- 5A. Technical Proposal Submission Form
- 5B. Firm's references
- 5C. Comments and suggestions on the Terms of Reference and on data services and facilities to be provided by the Client
- 5D. Description of the methodology and work plan for performing the assignment
- 5E. Team Composition and Task Assignments
- 5F. Format of Curriculum Vitae of proposed key professional staff and team
- 5G. Time schedule for key professional personnel
- 5H. Activity (work) schedule

5A. Technical Proposal Submission Form

To
Director
Urban Local Bodies

**Subject: Consultancy services for GIS-based Master Plan Formulation for --- Cities in -
-- State under AMRUT – Technical Proposal**

Sir,

We, the undersigned, offer to provide the consulting services for the above assignment in accordance with your Request for Proposal vide advertisement dated [Date] for the GIS-based Master Plan Formulation for --- Cities in --- State under AMRUT.

2. We are hereby submitting our Technical Proposal and Demand Draft of Rs. -----/- towards Earnest Money in one envelope and a Financial Proposal sealed under a separate envelope. The Technical Proposal is also provided in a CD.

3. The Proposal contains the following documents in separate sealed envelopes:

Technical Proposal – original + 2 copies+ DD

Financial Proposal – original + 2 copies

CD containing editable copy (MS-Word) of Pre-Qualification and Technical Proposal

3. We have gone through the RFP documents and understand the terms and conditions. We understand that you are not bound to accept any proposal you receive.

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

Encl: As above

5B. Firm's References

Using the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

5B(i). Relevant services carried out in the last five years that best illustrate qualifications

Firm's Name:

Assignment Name:		Country:
Location within Country:		Key professional staff provided by your Firm/ (profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-months: Duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Rs.):
Name of Associated Consultants, if any:		No. of months of key professional staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

5B(ii). Particulars and Experience of firm(s)

Relevant services carried out in the five projects* similar to the assignment, considered to best illustrate experience and capabilities of the consulting firm/ Consortium since the inception of the Consultant firm in the format given below.

S. No.	Field of specialisation	Name of consulting firm	Assignment Name	Name of Client	Whether participated as individual consulting firm/ member of consortium, if member of consortium mention the consortium lead	Project Cost in Rs.	Stage of Project execution on ground (initiated/ in progress/ completed)	Any other relevant information
1	2	3	4	5	6	7	8	9
1								
2								
3								
4								
5								

*Note: If the proposal is being submitted by a consortium, mention the best five relevant projects carried out by consortium or constituent firms.

Illustrative fields of specialization to be used in column 2 above:

- Generation of geospatial database for a city/ town
- Formulation of Master/ Development Plan using GIS database
- Spatial Planning for New Town/ Industrial Township
- Planning and implementation using GIS of urban sector projects like water supply, sewerage, etc., national highway/ metro/ similar large infrastructure projects
- Formulation of Regional Plan for a region/ sub-region
- City Development Plan under JNNURM

5B(iii). Experience of the Consulting Firm

Sl. No.	Name of consulting firm/ consortium	Total Experience since the inception of firm (in years)	Experience in Relevant Field (Years)

5C. Comments & Suggestions of Consultants on the Terms of Reference and on Data, Services & Facilities to be Provided by the Client

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Client

- 1.
- 2.
- 3.
- 4.
- 5.

5D. Description of the Methodology & Work Plan for Performing the Assignment

5E. Team Composition & Task Assignments

1. Technical/ Managerial Staff

Sl. No.	Name	Proposed Position	Total experience (years)	Relevant experience in years
1. 2. 3. 4.				

2. Support Staff

Sl. No.	Name	Proposed Position	Total experience (years)	Tasks to be performed
1. 2. 3. 4.				

5F. Format of Curriculum Vitae (CV) for Proposed Key Professional Staff

Proposed Position: _____

Name of Firm: _____

Name of Expert: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications: _____

[Give an outline of expert member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by expert member on relevant previous assignments and give dates and locations. Use about half a page.]

Education: _____

[Summarize college/university and other specialized education of expert member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record: _____

[Starting with present position, list in reverse order every employment held. List all positions held by expert member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages: _____

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. If awarded the Contract, I undertake to work with this Firm only on this assignment.

[Signature of expert member] [Signature of authorized representative of Firm]

Date: Day/Month/Year

Full name of expert: _____

Full name of authorized representative: _____

5G. Time Schedule for Key Professional Personnel

Sl. No.	Name	Position	Reports Due/ Activities	Weeks (in the form of a Bar Chart)												
				1	2	3	4	5	6	7	8	9	10	...	Number of Weeks	
1.															Subtotal (1)	
2.															Subtotal (2)	
3.															Subtotal (3)	
4.															Subtotal (4)	

Full-time:

Part-time:

Reports Due:

Activities Duration:

Signature (Authorized Representative):

Full Name:

Title:

Address:

5H. Activity* (Work) Schedule

A. Field Investigation and Consultancy Items

Sl. No.	Item of Activity (Work)	Weeks from inception of the assignment (in the form of a Bar Chart)												
		1	2	3	4	5	6	7	8	9	10	...	Number of Weeks	
1.													Subtotal (1)	
2.													Subtotal (2)	
3.													Subtotal (3)	
4.													Subtotal (4)	

B. Completion and Submission of Reports

Sl. No.	Reports:	Programme: (Date)
1.	Inception Report	
2.	Spatial attribute collection and vetting of Base Map	
3.	Data Analysis Report	
4.	Projected Requirements, Issues & Potentials	
5.	Draft Proposals	
6.	Draft Master Plan	

* for enabling comparison of activity schedule and costs, the items of activity should be kept uniform in all the tables

Section 6. Financial Proposal - Standard Forms

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- 6A. Financial Proposal Submission Form
- 6B. Summary of Costs
- 6C. Breakdown of Price per Activity
- 6D. Breakdown of Remuneration per Activity
- 6E. Reimbursables per Activity
- 6F. Miscellaneous Expenses

6A. Financial Proposal Submission Form

To
Director
Urban Local Bodies

Sub: Consultancy Services for “GIS-based Master Plan Formulation for --- Cities in --- State under AMRUT” –Financial Proposal

Sir,

We, the undersigned, offer to provide the consulting services for the above assignment in accordance with your Request for Proposal vide advertisement dated [Date] for the GIS-based Master Plan Formulation for --- Cities in --- State under AMRUT.

2. We are hereby submitting our Financial Proposal for the sum of [*Amount in words and figures*]. This amount is exclusive of the applicable taxes which we have estimated at [*Amount(s) in words and figures*].

3. The Financial Proposal contains the following documents in separate sealed envelopes:

Financial Proposal – original + 2 copies

4. Our financial proposal shall be binding upon us subject to the modifications resulting from discussions, up to expiration of the validity period of the Proposal, i.e., [Date].

5. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

6. We have gone through the RFP documents and understand the terms and conditions. We understand that you are not bound to accept any proposal you receive.

Authorized Signature:
Name and Title of Signatory:
Name of the Firm:
Address:

6B. Summary of Costs

Sl. No.	Name of Activity	Costs	Amount (Rs.)	
			In Figures	In Words
1.	Remuneration			
	Sub Total			
	Taxes and Duties Taxes payable on fees for technical services provided by consulting firm			
	Consultancy service tax			
2.	Reimbursables, if any			
	Sub Total			
	Taxes and Duties Taxes payable on fees for technical services provided by consultants			
	Consultancy service tax			
3.	Miscellaneous Expenses			
	Sub Total			
	Taxes and Duties Taxes payable, Fees for technical services provided by consultants			
	Consultancy service tax			

Total Amount of Financial Proposal:

Grand Total including all Taxes:

(In Figures)

(In Words)

6C. Break-up of Price per Activity

Activity No: _____ Name: _____

Sl. No.	Price Component	Amount (Rs.)
1.	Remuneration	
2.	Reimbursable, if any	
3.	Miscellaneous Expenses	
	Sub Total	

Note: The above form is to be filled up separately for each activity.

6D. Break-up of Remuneration per Activity

Activity No.: _____ Name: _____

Sl. No.	Names	Position	Input*	Remuneration Rate	Amount (in Rs.)
	Regular Staff				
		Team Leader/Urban Planner			
		GIS Expert			
		Transport Planner			
		Socio-economic Expert			
	Local Staff				
	Consultants				
	Grand Total				

* Staff months or days as appropriate.

Note: The above form is to be filled up separately for each activity.

6E. Reimbursables per Activity

Activity No.: _____ Name: _____

Sl. No.	Description	Unit	Quantity	Unit Price (Rs.)	Total Amount (Rs.)
1.	Return Flights between _____ and _____	Trip			
2.	Miscellaneous travel expenses	Trip			
3.	Subsistence allowance	Day			
4.	Local transportation costs				
5.	Office rent/ accommodation, clerical assistance, etc.				
	Grand Total				

Note: The above form is to be filled up separately for each activity.


6F. Miscellaneous Expenses

Activity No.: _____ Name: _____

Sl. No.	Description	Unit	Quantity	Unit Price (Rs.)	Total Amount (Rs.)
1.	Communication costs between _____ and _____ (telephone, telegram, etc.)				
2.	Drafting, reproduction of reports				
3.	Equipment: Vehicles, Computers, etc.				
4.	Software				
	Grand Total				

Note: The above form is to be filled up separately for each activity.

Section 7. Standard Form of Contract



*Atal Mission for Rejuvenation
and Urban Transformation*

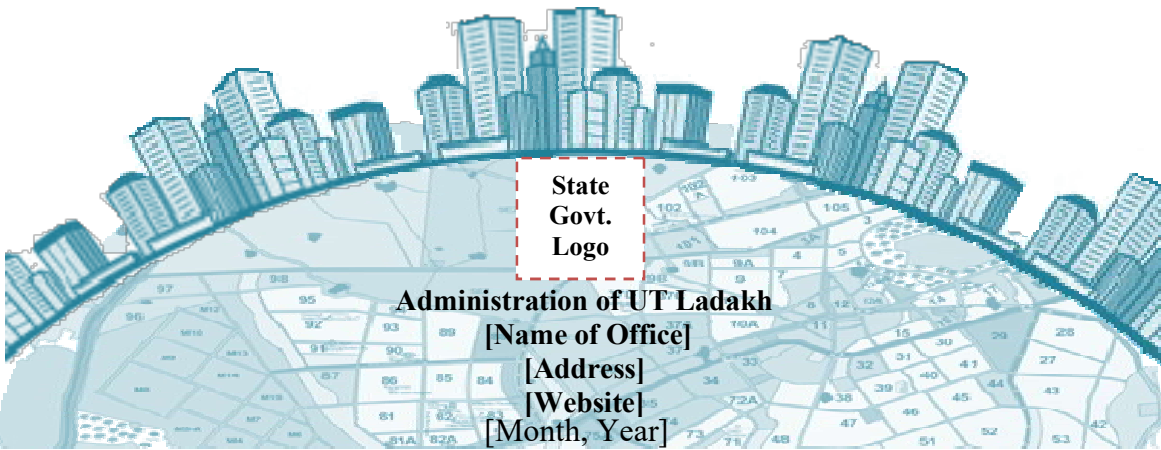
**GIS-BASED MASTER
PLAN FORMULATION
FOR
AMRUT
CITIES**

**CONTRACT FOR CONSULTANCY SERVICES FOR
GIS-BASED MASTER PLAN OF [CITY NAME],
[HORIZON YEAR]**
between

**Director, urban local Bodies
Administration of UT Ladakh**

and

[Name of Consultant]



State
Govt.
Logo

Administration of UT Ladakh
[Name of Office]
[Address]
[Website]
[Month, Year]

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I. FORM OF CONTRACT

Lump Sum Remuneration

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 2015, between Director, Urban Local Bodies, Administration of UT Ladakh (hereinafter called the Client which includes its assigns, executors & administrator), and M/s _____ (hereinafter called Consultants), a company _____, and having its registered office at _____ through _____, duly appointed its General Attorney. Certified photocopy General Power of Attorney is annexed herewith; Consultants include its assigns, executors and administrators.

*[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows:*

“... and a consortium consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, _____ and _____ (hereinafter called the “Consultants”).”]

WHEREAS

- (a) the Client has requested the Consultants to provide certain consultancy services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

** All notes should be deleted in final text.*

NOW THEREFORE the parties hereto hereby agree as follows:

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

- (a) The General Conditions of Contract (hereinafter called "GC");
- (b) The Special Conditions of Contract (hereinafter called "SC");
- (c) The following Appendices:

This RFP document and conditions therein shall be deemed to be part of the Contract Agreement.

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.]

Appendix A: Description of the Services	_____
Appendix B: Reporting Requirements	_____
Appendix C: Key Personnel and Sub-consultants	_____
Appendix D: Breakdown of Contract Price in INR	_____
Appendix E: Services and Facilities Provided by the Client	_____
Appendix F: Form of Performance Guarantee	_____

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

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

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

FOR AND ON BEHALF OF Director, Urban Local Bodies, Administration of UT Ladakh]
By
(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF CONSULTANT]
By
(Authorized Representative)

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India.
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) "Member", in case the Consultants consist of a consortium of more than one entity, means any of these entities, and "Members" means all of these entities; "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract;
- (e) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
- (f) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- (g) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (h) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and
- (i) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Law of contract, supplemented by general conditions and special conditions annexed to this contract.

1.3 Language

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

1.4 Notices

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

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

1.6 Authorized Representatives

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

1.7 Taxes and Duties

Unless otherwise specified in the SC, the Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties.

2.2 Commencement of Services

The Consultants shall begin carrying out the Services after the date the Contract becomes effective.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate with completion of the consultancy in terms of conditions of this agreement to the full satisfaction of the Client.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purpose of this contract "Force Majeure" means any event or circumstance or combination of events or circumstances beyond the reasonable control of either Party including:

- i) Acts of God and nature including
 - typhoon, flood, earthquake, fire, drought, landslide, unusually severe weather condition or other natural disaster; and
 - plague or epidemic or quarantine conditions arising therefrom;
- ii) Air crash, shipwreck, train wrecks or failures or delays of transportation;
- iii) Strikes, lock-outs, work-to-rule actions, go-slows or similar labour difficulties other than Governmental Force Majeure that in any way have an effect on the project;

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

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

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, no additional payment will be given however a time extension in the project may be given.

2.6 Termination

2.6.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.6.1 and sixty (60) days' in the case of the event referred to in (e):

- (a) if the Consultants do not perform their obligations under this Contract, within thirty (30) days of receipt after being notified
- (b) if the Consultants become insolvent or bankrupt;

- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract.

- (e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.6.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2:

- (a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultants:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.6.4 Failure and Termination

In case of delay in the conduct of Consultancy services within the time fixed or in the event of repudiation of the contract, the Client reserves the right to recover damage for Breach of contract as indicated below:

"To recover from the Consultant as agreed liquidated damages including administration expenses and not by way of penalty, a sum equivalent to 0.5% (half percent) of total contractual agreement, which the Consultant has failed to deliver within the period fixed for delivery for each week or part thereof during which delivery is in arrears subject to an overall ceiling of 10% of the total contract price".

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

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

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Consultants and Affiliates not to be Otherwise Interested in Project

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

3.2.3 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

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

3.3 Confidentiality

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

3.4 Insurance to be taken out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultants' Actions Requiring Client's Prior Approval

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

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants"), and
- (c) any other action that may be specified in the SC.

3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Consultants to be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

4. CONSULTANTS' PERSONNEL

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

(a) No changes shall be made in the Key Personnel. In case it becomes incumbent to change any one of key personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications with approval of the Client.

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

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use its best efforts to ensure that the Government shall provide the Consultants such assistance and data as specified in the SC.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of services rendered by the Consultants, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly and corresponding adjustments shall be made to the ceiling amounts referred to in Clause 6.2.

5.3 Services and Facilities

The Client shall make available to the Consultants the Services and Facilities listed under Appendix E.

6. PAYMENTS TO THE CONSULTANTS

6.1 Lump Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

The price payable in local currency is set forth in the SC.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a break-up of the lump-sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. First payment shall not be released till the performance guarantee is executed by the Consultant. Subsequent payments shall be made in accordance with the conditions listed in the SC on submission of an invoice by the Consultants.

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

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

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

GC Clause Amendments of and Supplements to Clauses in the General Conditions of Contract

1.6 The Authorized Representatives are:

For the Client:

For the Consultant:

3.2.3 For a period of two years after the expiration of this Contract, the Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and their Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Client under this Contract, nor shall they engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultant also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.

3.4 The Consultant shall ensure to cover the following risks and take the necessary coverages in this regard:

(a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel, for the period of Consultancy;

(b) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and

3.7 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

6.2 The amount in Indian currency is Rs. _____.

6.4 Payments shall be made according to the Para 3 of Section 2 (Terms of Reference).

7.2 Dispute Settlement

Any Dispute or differences whatsoever arising between the parties out of or relating to the implementation, meaning and operation or effect of this agreement or its execution or the breach thereof shall be settled by arbitration in -----
[*State Capital City*]. The parties agree that the sole arbitrator shall be appointed

by the ----- [*Name of Officer in charge in State Government, such as MD, AMRUT or Principal Secretary*]. Parties hereto will raise no objection to the arbitration on the ground that the Arbitrator is a Government servant that he had to deal with matters to which the contract relates or that in the course of his duties as Government servant he has expressed views on all or any of the matters in dispute or difference. It is a term of this agreement that in the event of any difficulty arising by reason of death, resignation, retirement, inability or refusing to act as arbitrator or if the award is set aside by any court for any such reason of procedure, it will be lawful for the [*Name of Officer in charge in State Government, such as MD, AMRUT or Principal Secretary*] to appoint another person as arbitrator in place of the outgoing arbitrator. In every such case it shall be lawful for the new arbitrator to act upon the record of the proceedings as existent at that stage of the arbitration or to commence proceedings de-novo as the arbitrator in his discretion may decide. The provisions of Indian Arbitration and Conciliation Act, 1996 and any modification thereon shall govern the proceedings. The contract and the arbitration shall be governed by Indian Law only. The Award made in pursuance thereof shall be binding on the parties.

The Civil Courts in [*State Capital City*] alone shall have jurisdiction to entertain any suit or matter arising out of this Agreement.

IV. APPENDICES

Appendix A — Description of the Services	...
Appendix B — Reporting Requirements	...
Appendix C — Key Personnel and Sub-consultants	...
Appendix D — Break-up of Contract Price in Indian Currency	...
Appendix E — Services and Facilities Provided by Client	...
Appendix F — Form of Bank Guarantee for Advance Payment	...

Appendix A

Description of the Services

[Give detailed descriptions of the services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

Appendix B

Reporting Requirements

[List format, frequency and contents of reports; persons to receive them; dates of submission, number of copies, etc. If no reports are to be submitted, state here "Not applicable".]

Appendix C

Key Personnel and Sub-consultants

(Refer Clause 4.1 of General Conditions of Contract)

List under:

- C-1: Names and Titles, detailed job descriptions and minimum qualifications and experience of Personnel to be assigned to work on the assignment, and staff-months for each.
- C-2 List of approved Sub-consultants [if already available]; same information with respect to their Personnel as in C-1.
- C-3 Same information as C-1 for key local personnel.

Appendix D

Breakdown of Contract Price in Indian Currency

List here the elements of cost used to arrive at the breakdown of the lump sum price:

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenditures

This appendix will exclusively be used for determining remuneration for additional services.

Appendix E

Services and Facilities Provided by the Client

[Indicative list – State/ULB may ascertain what documents are to be provided to the Consultant for this assignment]

1. Existing Master Plan/ draft Master Plan, if any.
2. Maps in digital format or hard copies.
3. Any reports which are available only with the Client and relevant to the assignment.

Appendix F

Form for Performance Guarantee

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.: Bank Guarantee: _____ Date: _____

Sir,

In consideration of Administration of UT Ladakh, Director, Urban Local Bodies (hereinafter referred as the 'Client', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s _____ (hereinafter referred to as the 'Consultant' which expression shall unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Client's Contract Agreement No. _____ dated _____ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs. _____ (in words and figures) for **GIS-based Master Plan Formulation for - -- Town in --- State under AMRUT** (hereinafter called the 'Contract') and the Client having agreed to make payment to the Consultant for performance of the above Contract as per the contract for consultancy service against Bank Guarantee to be furnished by the Consultant as security for the performance of the Consultant's obligation and/ or discharge of the Consultant's liabilities under / and/or in connection with the said contract.

We (Name of Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand in writing all amounts demanded by the Client with reference to this guarantee/undertaking to the extent of Rs. _____ aforesaid at any time (up to 20% of the contract amount) without any demur, reservation, contest, recourse or protest and/or without any reference to the Consultant. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee. And the Bank hereby further agrees as follows:

1. This Guarantee/Undertaking shall be a continuing Guarantee/Undertaking and shall remain valid and irrevocable for all claims of the Client and liabilities of the Consultant arising up to and until 12 months from the date of the approval of the [Master Plan] on consultancy services provided by the Consultant provided that the Bank shall upon the written request of the Client made within in 6 (six) months of the said date extend this Guarantee/Undertaking by a further 6 (six) months from the said date, within which the Client may make a demand hereunder.
2. This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that the Client may now or at any time have in relation to the Consultant's obligation/ liabilities under and/or in connection with the said contract and the Client shall have full authority to take recourse to or reinforce this security in preference to the other security (ies) at its sole discretion, and no failure on the part of the Client in enforcing or

requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.

3. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Consultant.

4. Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reasons of any dispute or disputes having been raised by the Consultant (whether or not pending before any Arbitrator, Officer, Tribunal or Court) or any denial of liability by the Consultant or any other order or Communication whatsoever by the Consultant stopping or preventing or purporting to stop or prevent any payment by the Bank to the Client in terms hereof.

5. Notwithstanding anything contained herein:

(a) The Bank's liability under this Guarantee/Undertaking shall not exceed Rs. _____.

(b) This Guarantee/Undertaking shall remain in force up to 12 months from the date of approval of the [*Master Plan*] by the Client.

6. The Bank hereby declares that Shri _____ (name & designation of the person authorized to sign on behalf of the Bank) is authorized to sign this Guarantee/Undertaking on behalf of the Bank and to bind the Bank thereby.

Yours faithfully,

(Signature)

Name & Designation
Name of the Bank