

# Government of NCT of Delhi

## **Delhi Urban Shelter Improvement Board**



### **RFP For Selection of Agency For Setting up Technical Cell under Rajiv Awas Yojana in Delhi**

**RFP No. : 2/Dir(RAY)/2012-13**

Date of Release of RFP :	18 Jan 2013
Date of Pre-bid meeting:	24 Jan 2013 3:00 PM
Last date of Submission of bids:	08 Feb 2013. 3:00 PM
Date of Opening of Technical Bids:	08 Feb 2013. 4:00 PM

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## **REQUEST FOR PROPOSAL (RFP) FOR SETTING UP OF CITY LEVEL TECHNICAL CELL FOR RAJIV AWAS YOJANA IN DELHI**

Downloadable from website: [www.delhishelter.nic.in](http://www.delhishelter.nic.in) / [www.delhi.gov.in](http://www.delhi.gov.in)

### **Place of submission of Proposal:**

Director (RAY), Delhi Urban Shelter Improvement Board, Punarwas Bhawan, I P Estate, New Delhi 110002

### **For further information:**

Contact the Project Director (RAY) or email to [RAYcell.dusib@gmail.com](mailto:RAYcell.dusib@gmail.com)

### **For further information about RFP:**

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## **Table of Contents**

GLOSSARY.....	5
1. Introduction.....	6
1.1. Overview of Rajiv Awas Yojana for Slum Free City Planning an Overview.....	6
1.2. Role of DUSIB as Nodal Agency for RAY.....	7
1.3. Bidder’s Role on selection.....	8
1.3.1 Competence of the technical cell .....	9
1.4. Pre Condition.....	9
2. Instruction to bidders.....	10
2.1. Scope of Proposal.....	10
2.2. Contract Period.....	10
2.3. Substitution of Personnel.....	10
2.4. Consultancy Agreement.....	11
2.5. Termination of Contract.....	11
2.6. Conditions of Eligibility of bidders.....	11
2.7. Format and Signing of Proposal.....	12
2.8. Submission of RFP - Packing, Sealing and Marking.....	13
2.8.4. Documents to accompany the RFP:.....	13
2.9. Number of Proposals.....	14
2.10. Validity of Proposal.....	14
2.11. Cost of Proposal.....	14
2.12. Acknowledgement by bidder.....	14
2.13. Right to reject any or all proposals.....	15
2.14. Language.....	15
2.15. Proposal Due Date.....	16
2.16. Late Submission:.....	16
2.17. Modifications and Withdrawal of Proposals.....	16
2.18. Proposal Opening.....	16
3.CRITERIA FOR EVALUATION.....	17
3.1.Evaluation of Technical Proposals.....	17

3.2. Short-listing of bidders.....	18
3.3. Evaluation of Financial Proposal.....	18
3.4. Award of Work.....	19
3.5. Performance Security.....	19
3.6. Execution of Agreement.....	19
3.7. Commencement of Assignment.....	19
3.8. Proprietary data.....	20
3.9. Intellectual Property Rights.....	20
4. Fraud and corrupt practices.....	20
5. Pre-bid Meeting.....	21
Annexure A: Profile of Key Personnel.....	23
1 MIS Specialist.....	23
2 GIS Specialist.....	24
3 Urban / Town Planning Specialist.....	25
4 Social Development Specialist.....	26
5 Project Engineering Specialist .....	27
6 Capacity Building Specialist.....	28
Annexure B : DRAFT CONSULTANCY AGREEMENT FOR ESTABLISHMENT OF TECHNICAL CELL.....	31
Appendix – I : General Conditions of Contract.....	34
Appendix II - Qualifications of Key Professional Staff.....	43
Appendix III – Roles, Responsibilities and Broad Scope of Work of the Consultant.	44
Appendix IV – Applicable Fees and Charges payable to the Consultant.....	46
Appendix V – Performance Bank Guarantee .....	47
Form-A TECHNICAL PROPOSAL.....	48
Form-B : Particulars of the bidder.....	51
Form C: Performance statement for a period of last three years.....	53
Form-D : CURRICULUM VITAE (CV) OF PROPOSED PROJECT TEAM.....	54
Form E : Financial Proposal.....	56
Form F : PROFORMA FOR BANK GUARANTEE FOR PROPOSAL SECURITY....	57

## **GLOSSARY**

CDP - Comprehensive Development Plan

CLTC – City Level Technical Cell

CV - Curriculum Vitae

DUSIB – Delhi Urban Shelter Improvement Board

EWS - Economically Weaker Section

GIS - Geographical Information System

Gol - Government of India

GNCTD – Government of NCT of Delhi

HUPA - Ministry of Housing and Urban Poverty Alleviation

JNNURM - Jawaharlal Nehru National Urban Renewal Mission

LIG - Lower Income Group

LOA - Letter of Acceptance

MIS - Management information system

PoA - Plan of Action

PAN - Permanent Account Number

RAY - Rajiv Awas Yojana

RFP - Request for Proposal

DUSIB - Nodal Agency

TC - Technical Cell

TS - Technical score

# 1. Introduction

## ***1.1. Overview of Rajiv Awas Yojana for Slum Free City Planning an Overview***

Ministry of Housing & Urban Poverty Alleviation through Rajiv Awas Yojana (RAY) scheme aims at equitable urban development. The Scheme aims "to make a slum-free India" by encouraging State/ Union Territories to tackle the problem of slums in a definitive manner and encourage them towards –

- Formalization of existing slums and universalization of basic amenities in identified slums;
- Identification and redressal of institutional failures which result in creation of slums;
- Tackling the shortages of urban land and housing that keep shelter out of reach of the urban poor;
- Development of basic infrastructure for affordable housing projects.

RAY envisages the achievement of above goals through provision of central support for slum redevelopment and construction of affordable housing conditional to a set of reforms for inclusive urban development. Bidders may refer the RAY Guidelines for details on the admissible and inadmissible components under RAY. Central Assistance under RAY is predicated on the condition that States/ Union Territories assign legal title to slum-dwellers over their dwelling space. The other reforms include continuation of the three pro-poor reforms of JNNURM till they are legislated and internalized as part of the system.

The Slum-free City Planning scheme will be implemented under the guidance of a National Steering Committee under the Chairpersonship of Secretary (HUPA). This Committee will steer and monitor the entire process of preparation of Slum-free City Plans by States/ UTs in a time bound manner. A Technical Committee formed at the Central Government level will guide the States/ UTs through the formulation of operational guidelines in technical, costing, procurement of hardware / software, planning and other aspects and will assist the National Steering Committee. Following the sanctions of the Slum-free City Plans of Action by the center, funds will be released by the Ministry of Finance / Housing & Urban Poverty Alleviation. The National Steering Committee for Slum-free City Planning – Rajiv Awas Yojana will monitor the financial and physical progress under the scheme.

Details and guidelines of Rajiv Awas Yojana and its associated schemes/programs are available at the web site of Ministry of HUPA.

**The recommended Plan of Action for RAY is two-pronged :**

- I. Up-gradation of existing slums.
- II. Action to prevent new slums.

**Following portions provide further details about the State's Plan of Action (PoA) under RAY:**

I. Up-gradation of existing slums would include :

- a) Survey and mapping of all existing slums (notified / non-notified) within the selected cities proposed by the State for coverage under RAY
- b) Holistic redevelopment of each of the identified slums through -
  - (i) Provision of all basic civic infrastructure and services
  - (ii) Decent housing
  - (iii) Reconfiguration of plots wherever necessary
  - (iv) Total sanitation

II. Action to prevent new slums shall involve

- a) Assessment of the rate of growth with a twenty year perspective
- b) Form a detailed Action Plan to formulate
  - (i) Strategy for Procurement of commensurate lands / Virtual lands
  - (ii) Promote the construction of affordable EWS & LIG housing
  - (iii) Identify, propose and legalize the necessary legislative and administrative changes for enabling slum free cities. States are required to form Technical Cell (TC) for implementation of RAY.

**1.2. Role of DUSIB as Nodal Agency for RAY**

DUSIB has been identified as the Nodal Agency for preparation of 'Slum Free City' plan for Delhi. DUSIB, in consultation with regulatory agencies, land owning agencies, civic services agencies and utility services agencies shall formulate the 'City Plan of Action's' under RAY.

As Nodal Agency for RAY, DUSIB shall be responsible for :

1. Creation of 'Slum Free City' Plan for Delhi.

2. Coordination for all legislative and policy formulation for RAY.
3. Implementation aspects of RAY.
4. Decisions on a Delivery Mechanism.
5. Implementation of Projects.

DUSIB has been provided technical assistance (TA) by Asian Development Bank for preparation of framework for the plan. The TA has been completed Dec 2012. M/s CRISIL Infrastructure Services had been appointed by ADB, to assist DUSIB in preparation of the framework for slum free city plan.

As part of the plan, DUSIB has commenced socio-economic survey of JJ clusters.

DUSIB proposes to use Delhi Govt's GIS managed by Geo-Spatial Delhi Limited (GSDL). This is a comprehensive 3D GIS with most of the infrastructure, civic services, utility services, and other spatial and non-spatial features marked on it. The GIS is regularly updated and has restricted access.

DUSIB proposes to set up City Level Technical Cell (CLTC) for assisting in preparation of the 'Slum Free City' plan for Delhi. For this, DUSIB proposes to employ a suitable agency to provide requisite manpower to form the cell.

The agency will be selected through a competitive process mentioned in this RFP. Selected agency will provide consultants to form the Technical Cell.

**The funds for setting up the Technical Cell will be provided by Min of HUPA and agencies will be paid through this fund, as described in RAY guidelines. Agencies are advised to limit their financial proposals accordingly.**

### ***1.3. Bidder's Role on selection***

The selected bidder shall be responsible for providing manpower as required for formation of the CLTC and act as an extended arm of DUSIB and DUSIB for providing wholesome support for implementing the RAY scheme. The broad scope of work for the TC, personnel for which will be provided by the bidder is placed at appendix III.

All guidelines and operating procedures for Rajiv Awas Yojana are available at web site of Ministry of HUPA. Bidders are requested to familiarise themselves with these documents.

*Please specifically refer to Annexure IV of the RAY Guidelines for 'Slum Free City Planning' for details.*

### **1.3.1 Competence of the technical cell**

The technical cell should be capable of delivering the following as part of the contract:

- (a) Slum Free City plan as per the Min of HUPA guidelines, incorporating ZDP and MDP of Delhi.
- (b) Assist other agencies, e.g. MCD, NDMC, DJB, NDPL, Railways, Department of Urban Development etc. in accordance with State Level Technical Committee / RAY.
- (c) Co-ordination with planning, infrastructure, civic, regulatory and land owning agencies in accordance with RAY.
- (d) MIS enabled GIS, based on Delhi Govt GIS from GSDL and management of all databases related to RAY.
- (e) Community participation and Social development plan for implementation of Slum Free City plan.
- (f) Documents on management of management and decision support system / facilities created during preparation of Slum Free City plan.
- (g) Documents on training for utilisation of management and decision support systems / facilities created during preparation of Slum Free City plan.
- (h) Development and management of pilot projects.
- (i) Training of manpower / capacity building on various aspects of planning and implementation of RAY.

### **1.4. Pre Condition**

The selected bidder will provide a team to form the Technical Cell at the DUSIB, consisting of six (6) specialists, who will be required to be deputed at the office of DUSIB.

The team of Technical Cell would include following specialists:

1. MIS specialist
2. GIS cum Town Planning specialist
3. Social Development specialist
4. Urban / Town Planning Specialist who will also act as team leader.
5. Project Development Specialist.
6. Capacity Building/ Training specialist

The CV of the Team Leader and rest of the team members will be required to be submitted along with the proposal. **The Team Leader will not be changed by the selected bidder for the first six months of functioning of the Technical Cell under any circumstances without explicit written consent of DUSIB.**

Team Leader, being a member of the team must have required qualification for that role. The Team Leader must also have at least 8 years of managerial experience demonstrating leadership and problem solving abilities.

Details of each specialist, their desired qualifications, expertise and scope of work are described in Annexure A.

## **2. Instruction to bidders**

### **2.1. Scope of Proposal**

2.1.1. Detailed description of the objectives, scope of services, deliverables and other requirements relating to the CLTC are specified in this RFP. The manner in which the proposal is required to be submitted, evaluated and accepted is also explained in this RFP.

2.1.2. A bidder shall submit his proposal in the form and manner specified in this RFP. Technical proposal shall be submitted as per forms A to D and the financial proposal shall be submitted as per form E. Upon selection, the bidder shall be required to enter into an agreement with the DUSIB.

2.1.3. Upon signing of the consultancy agreement, the selected bidder would be required to depute desired specialists meeting the stipulated qualification and experience within 15 days. The deputed specialists will constitute the CLTC and will function from the DUSIB's office premises.

### **2.2. Contract Period**

The Contract will be initially for a period of one year from the date of deployment of the personnel at DUSIB and can be renewed on satisfactory performance of the team on mutually agreed terms.

### **2.3. Substitution of Personnel**

2.3.1. DUSIB will not normally consider any request of selected agency for substitution of the CLTC team members persons. Substitution will, however, be permitted if the person concerned is not available for any extreme exigency, subject to equally or better qualified and experienced person being provided to the satisfaction of DUSIB.

2.3.2. In case of substitution of any person, DUSIB reserves the right to examine the suitability of the person proposed to be provided as replacement.

## **2.4. Consultancy Agreement**

The selected bidder will have to sign a Consultancy Agreement on non-judicial stamp paper of Rs. 100/- with DUSIB.

## **2.5. Termination of Contract**

- DUSIB may ask for replacement of any specialist in case of non-satisfactory performance, if required. In such a case, concerned person shall be replaced within 15 days by the selected agency;
- Either party can terminate the agreement by giving 3 months written notice.

## **2.6. Conditions of Eligibility of bidders**

2.6.1. Bidders must read carefully the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

2.6.2. To be eligible for evaluation of its Proposal, the bidder shall fulfill the following Minimum Eligibility Criteria

<b>SI</b>	<b>Eligibility Condition</b>	<b>Documents to be submitted</b>
(a)	The bidders can be firms / companies / societies / trusts / research institutions / NGOs that have operational existence of at least five years.	Copy of Articles of Association / Partnership Agreement / Registration.
(b)	The bidders should have been involved in preparation or execution of slum improvement programs in at least one Class A or Class B city.	Copy of work order, along with description of exact role of the agency.
(c)	The bidders must also have experience of : Capacity Building work; running a Project / Programme Monitoring / Management Unit etc. for Statutory Bodies, State and Central Government Organizations especially in areas of Urban Reforms, Project Development, Poverty Alleviation, BPL community development.	Copy of work order, along with description of exact role of the agency.
(d)	The bidder should have an average Annual Turnover of at least Rs. 50 lakh over last three	Copy of audited balance sheets.

	financial years (i.e. 2009-10, 2010-11 and 2011-12)	
(e)	The bidder should have been profitable in last three financial years.	Copy of audited balance sheets, with an extract of profit and loss statement for last three years.
(f)	The bidder should not have been black listed or barred by the Central / State Government in India, or any entity controlled by them, from participating in any project at current date.	A certificate from board of directors / proprietor to this effect.
(g)	The bidder should not have failed to perform on any agreement or expelled from any project / agreement or any agreement terminated for breach of contract, in last three years.	A certificate from board of directors / proprietor to this effect.

2.6.3. Consortium or joint venture bids will not be accepted.

2.6.4. Any agency which has been barred by the Central / State Government in India, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit the Proposal.

2.6.5. The bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such bidder. Such bidders will not be eligible.

2.6.6. While submitting a proposal, the bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the appendices is insufficient.

## **2.7. Format and Signing of Proposal**

The Proposal shall be submitted in two parts:

- Part A - Technical Proposal
- Part B - Financial Proposal

## **2.8. Submission of RFP - Packing, Sealing and Marking**

2.8.1. The Technical Proposal (Part A) and Financial Proposal (Part B) must be inserted in separate sealed envelopes, along with bidder's name and address in the left hand corner of the envelope. The envelopes should be super-scribed in the following manner.

**Part-A** - Technical Proposal for Procuring Services for setting up of Technical Cell for Rajiv Awas Yojana in Delhi

**Part-B** - Financial Proposal for Procuring Services for setting up of a Technical Cell for Rajiv Awas Yojana in Delhi

2.8.2. Both the envelopes i.e. envelope containing Part-A and the envelope containing Part-B must be packed in a separate sealed outer cover and clearly super-scribed with the following:

- Technical and Financial Proposals for setting up of Technical Cell for Rajiv Awas Yojana at Delhi.
- The bidder's name & address shall be mentioned in the left hand corner of the outer envelope.

2.8.3. The inner and outer envelopes shall be addressed to DUSIB, Delhi at the following address:

**Director (RAY),  
Rajiv Awas Yojana,  
Delhi Urban Shelter Improvement Board,  
Punarwas Bhawan, New Delhi 110002.**

*If the outer envelope is not sealed and marked as mentioned above, then DUSIB will assume no responsibility for the tender's misplacement or premature opening. Email or facsimile tenders will be rejected.*

### **2.8.4. Documents to accompany the RFP:**

#### **a. PART – A (Technical Proposal)**

The bidder must submit the following particulars / documents along with the Technical Proposal failing which the RFP may be treated as non-responsive.

- Proposal security amount of Rs.1,00,000/- (Rs. One lakh only) in the form of DD / Pay order of any scheduled commercial bank having a branch at Delhi, drawn in favour of DUSIB, payable at Delhi.

- Photo copy of the PAN card/Service Tax no.
- Filled in technical proposal (Form A).
- Filled in bidder's profile (Form B).
- Previous experience of the firm in successfully executing eligible assignments during last five years (Form C) (Attach photo copies of work orders along with work completion certificate).
- Detailed curriculum vitae (CV) of the proposed team (Form 4).
- Approach & methodology and Manpower Planning for developing the Technical Cell.

The Financial Proposal of only the firms fulfilling the eligibility criteria and the technical requirements of the RFP shall be opened. The date & time of opening of the Financial Proposal shall be intimated to the qualifying bidders.

#### **b. PART- B (Financial Proposal)**

The bidder must submit the Financial Proposal using Form E with proper signature & seal of the bidder. In case of any discrepancy between figures and words in the Financial Proposal, the one described in words shall be adopted for evaluation.

#### **2.9. Number of Proposals**

A bidder is eligible to submit only one bid. If a bidder submits more than one proposal, his bids will be summarily rejected.

#### **2.10. Validity of Proposal**

The Proposal shall remain valid for 180 days after the date of bid opening. Any Proposal which is valid for a shorter period shall be rejected as non-responsive.

#### **2.11. Cost of Proposal**

The bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process. DUSIB will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

#### **2.12. Acknowledgement by bidder**

2.12.1. It shall be deemed that by submitting the proposal, the bidder has:

- a. Made a complete and careful examination of the RFP;

- b. Received all relevant information requested from DUSIB;
- c. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of DUSIB or relating to any of the matters stated in the RFP Document
- d. Satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e. Acknowledged that it does not have a Conflict of Interest; and
- f. Agreed to be bound by the undertaking provided by it under and in terms hereof.

2.12.2. DUSIB shall not be liable for any omission, mistake or error on the part of the bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the DUSIB.

### ***2.13. Right to reject any or all proposals***

2.13.1. Notwithstanding anything contained in this RFP, the DUSIB reserves the right to accept or reject any proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof.

2.13.2. DUSIB reserves the right to reject any proposal if:

- a. at any time, a material misrepresentation is made or uncovered, or
- b. the bidder does not provide, within the time specified by DUSIB, any supplemental information sought by the DUSIB for evaluation of the proposal. Such misrepresentation/ improper response may lead to the disqualification of the bidder. If such disqualification / rejection occur after the proposals have been opened and the preferred bidder gets disqualified/ rejected, then DUSIB reserves the right to consider the next best bidder, or any other measure as may be deemed fit in the sole discretion of the DUSIB, including annulment of the Selection Process.

### ***2.14. Language***

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for

and in case any of these Documents is in another language, it must be accompanied with an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

### **2.15. Proposal Due Date**

RFP filled in all respects must reach DUSIB at the address, time and date specified on the first page of the RFP document through Speed / Regd. Post or Courier. If the specified date for the submission of RFPs is declared as a holiday for DUSIB, the Proposal will be received up to the appointed time on the next working day.

### **2.16. Late Submission:**

Proposal received after the deadline for submission prescribed by DUSIB will be rejected.

### **2.17. Modifications and Withdrawal of Proposals**

No modifications to the proposal shall be allowed once it is received by DUSIB.

### **2.18. Proposal Opening**

DUSIB will open all proposals, in the presence of bidders or their authorized representatives who choose to attend, at the date and time mentioned and in the following location:

**Conference Hall,  
Delhi Urban Shelter Improvement Board,  
Punarwas Bhawan.**

Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date being declared a holiday for DUSIB, the Proposal shall be opened at the appointed time and location on the next working day.

Pre-bid meeting will be held as per para 5.

### 3. CRITERIA FOR EVALUATION

#### 3.1. Evaluation of Technical Proposals

3.1.1. Initially, the Technical Proposal will be evaluated on the basis of bidder's experience and financial capability. Only those bidders whose Technical Proposals score 70% or more shall qualify for further consideration.

3.1.2. Technical proposals of all the bidders will be evaluated based on appropriate marking system.

3.1.3. The categories for marking are as under:

SI No.	Criteria	Weightage
<b>1</b>	<b>Past Experience of the firm</b>	<b>30 marks</b>
	(a) Past experience in carrying out studies / programme management in the <b>related sectors</b> (Slum Development; Development of Urban Poor etc.)	1 project - 3 marks 2 projects - 7 marks >2 projects - 10 marks
	(b) Experience in 'Slum free City' plan preparation, or manning technical cell under RAY	1 or more projects – 8 marks
	(c) Experience in handling similar projects viz. Capacity Building work; running a Project / Programme Monitoring / Management Unit etc. for Statutory Bodies, State and Central Government Organizations especially in areas of Urban Reforms, Project Development, Poverty Alleviation, BPL community development.	1 project - 3 marks 2 projects - 5 marks >2 projects - 7 marks
	(d) Any of the above work carried out in Delhi	5 marks
<b>2</b>	<b>CV of Team (including interview of proposed team)</b>	<b>54 marks</b>
	(a) Qualifications (each specialist) Total 24 marks for 6 specialists	Minimum qualification : 2 marks  Higher qualification : additional 1 marks  Relevant certification /

		course : additional 1 mark
(b) Relevant Experience (each specialist) Total 30 marks for 6 specialists		Minimum experience : 3 marks Desirable experience : 1 additional marks Experience of RAY : 1 additional mark
<b>3</b>	<b>Financial Strength of the Consultant</b>	<b>6 marks</b>
(a) Average turnover in the last 3 financial years		Rs 50 L to 1 Cr – 3 marks > Rs 1 Cr - 6 marks
<b>4</b>	<b>Approach &amp; Methodology (including presentation by the proposed team for preparation of Slum Free City plan, based on guideleines and documents available at Min of HUPA site,)</b>	<b>10 marks</b>
	<b>TOTAL</b>	<b>100 marks</b>

### **3.2. Short-listing of bidders**

3.2.1. Only those bidders whose Technical Proposals scores exceeds 70%, shall qualify for further consideration, and shall be short-listed for opening of Financial Proposal.

### **3.3. Evaluation of Financial Proposal**

3.3.1. In the second stage, the financial evaluation will be carried out as under :

- Financial proposals of short listed bidders will be opened in presence of representatives of short listed bidders.
- Financial proposals shall be ranked L1 onwards, with L1 being the lowest financial proposal.

3.3.2. The bidder ranked L1 will be considered for selection.

3.3.3. If the bidder ranked L1 refuses to accept the assignment for any reason whatsoever, DUSIB shall be free to negotiate with bidder ranked L2 for the assignment. Proposal Security of L1 bidder shall be forfeited.

### **3.4. Award of Work**

3.4.1. After selection, a Letter of Acceptance (the "LOA") shall be issued in duplicate, by DUSIB to the Selected bidder and the Selected bidder shall, within 3 (three) working days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected bidder is not received by the stipulated date, DUSIB may, unless it consents to extension of time for submission thereof, forfeit the Proposal Security of such bidder, and may consider the next eligible bidder.

### **3.5. Performance Security**

3.5.1. Upon receipt of Letter of Intent (LOA) from the DUSIB, the selected bidder shall place Performance Security of 10% of the contract value for a period of 12 months in favour of the DUSIB. This security can be in the form of a bank draft drawn on a Scheduled Commercial Bank's branch at Delhi or in the form of a Performance Bank Guarantee, in accordance with Appendix VI of the Draft Agreement appended to this RFP, of a Scheduled Commercial Bank having a branch at Delhi.

### **3.6. Execution of Agreement**

3.6.1. After acknowledgement of the LOA and submission of performance guarantee, the Selected bidder shall execute the Agreement within the period of 7 (seven) working days from the date of submission of performance guarantee. The selected bidder shall not be entitled to seek any deviation in the Agreement. If the selected bidder fails to submit the Performance Security or fails to sign the Agreement, its Proposal Security shall be forfeited and appropriated by DUSIB and DUSIB may take other actions as necessary. In such an event, the DUSIB may invite the Second Lowest bidder for negotiations and may issue LOA to them.

### **3.7. Commencement of Assignment**

The selected bidder shall commence the Services within 15 (fifteen) days from the date of signing of the Agreement. If the selected bidder fails to set up the CLTC as specified herein, DUSIB may, unless it consents to extension of time thereof, forfeit the Performance Security and appropriate the same by DUSIB.

### **3.8. *Proprietary data***

All documents and other information provided by DUSIB or submitted by a bidder to DUSIB shall remain or become property of DUSIB. Bidders and the specialists, as the case may be, are to treat all information as strictly confidential. DUSIB will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the bidder / specialists to DUSIB in relation to the bid or CLTC shall be the property of DUSIB.

### **3.9. *Intellectual Property Rights***

DUSIB shall be the owner of all intellectual property generated by the specialists during the tenure of their association with DUSIB. This also implies that the specialists shall not use any of the intellectual property of DUSIB, exposed to them during their association with DUSIB, for purposes not explicitly identified by DUSIB for such use.

## **4. *Fraud and corrupt practices***

4.1. The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, DUSIB shall reject a proposal without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, DUSIB shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to DUSIB for, inter alia, time, cost and effort of DUSIB, in regard to the RFP, including consideration and evaluation of such bidder's proposal.

4.2. Without prejudice to the rights of DUSIB under Clause 4.1 hereinabove, and the rights and remedies which the DUSIB may have under the LOA or the Agreement, if a bidder or the selected bidder, as the case may be, is found by the DUSIB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such bidder or Selected bidder shall not be eligible to participate in any tender or RFP issued by the DUSIB during a period of 2 (two) years from the date such bidder or specialist, as the case may be, is found by DUSIB to have directly or through an agent, engaged or indulged in any corrupt practice,

fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- a. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the DUSIB, or his/her family member who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the DUSIB, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the DUSIB in relation to any matter concerning the Project;
- b. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- d. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the DUSIB with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **5. Pre-bid Meeting**

5.1. Pre-bid meeting of interested bidders shall be convened at the DUSIB as per the date and time mentioned on the cover page.

5.2. During the course of pre-bid meeting, the bidders will be free to seek clarifications and make suggestions for consideration by DUSIB. DUSIB shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

5.3. Advance queries may be mailed to [RAYcell.dusib@gmail.com](mailto:RAYcell.dusib@gmail.com) two working days before the date of pre-bid conference. The subject line should be :

Pre-bid meeting – queries, <name of the bidding agency>

## **Annexure A: Profile of Key Personnel**

Technical Cell is envisaged to play a critical role in preparation of the 'Slum Free City' plan and implementation of RAY. A team of 6 (six) specialist shall form the TC.

**The Urban / Town Planning specialist will be the team leader.**

Required Qualifications and experience of specialists are as under :

### **1 MIS Specialist**

The primary responsibility of the MIS expert will be to support speedy internalization of the MIS, data management, accurate reporting, strive to improve the IT systems of RAY and proactively recommend ways to make it more effective and efficient.

#### **Scope of Work**

- Coordination of data entry and file uploads into systems to be used by DUSIB on a regular basis.
- Work closely with the GIS expert in GIS-MIS integration and development of a GIS-based Slum MIS.
- Slum surveys data management, statistical analysis and MIS.
- Integration of various databases with slum surveys and cluster databases.
- Coordinate management of electronic data of slum clusters, reports and numerical data. This may involve conversion of data and reports in hard copy to electronic form, as well as their storage in an organized filing system.
- Furnishing of reports/Quarterly Progress report etc.
- Encourage use of IT to produce training materials and manuals; increasingly impart an understanding and use of e-learning among staff; stay abreast latest developments in the IT sector and transfer emerging technology as relevant to DUSIB.
- Any other related tasks that may be entrusted upon by DUSIB.

#### **Qualification and Experience**

- BE/B Tech Computer Science/Electronics, MCA/PGDCA in IT; MSc Computer Science.
- Minimum of three years experience in government / semi govt / autonomous organization / private company of repute in role of Information Technology.
- Experience of software development & database management, MIS application development etc.
- Experience of at least one project in government involving surveys / citizen data bases and corresponding analysis.

- Desirable : Experience of statistical analysis using SPSS, R, Minitab, RapidMiner etc.
- Desirable : Software development on open source databases.
- Ability to work in a team and train staff on the job to use the systems and assist in day to day issues related to IT.
- Fluency in English and Hindi is essential
- Age limit : 40 years or less

## **2 GIS Specialist**

The primary responsibility of the GIS expert will be to integrate JJ Cluster/slum MIS, property databases and other spatial-non-spatial databases with Delhi Govt GIS, carry out analysis required from time-to-time and provide support in use of GIS for planning, management and decision support.

### **Scope of work**

- Integration of survey MIS data with GIS.
- Collating spatial and non-spatial information on to GIS.
- Integration of cluster data, property data with GIS.
- Co-ordinate with Geo-Spatial Delhi Limited (GSDL), Delhi Government and other government bodies.
- Assist in forming specifications for application of GIS in management systems.
- Support speedy deployment of GIS and its continuous use by the DUSIB and pro-actively.
- Train DUSIB staff on use of GIS and recommend ways to effectively use it for and efficient
- Work closely with the MIS Specialist/expert in utilising GIS, and MIS data for management and decion support system.
- Work closely with the Urban planners on the team and provide guidance in the development of Slum Development Plans and a Slum free City Plan.
- Provide advice to DUSIB for capacity building on use of GIS.
- Encourage use of GIS in the various planning functions DUSIB.
- Any other related tasks that may be entrusted upon by DUSIB

### **Qualification and Experience**

- Master degree in Urban Planning, Engineering, Geography, Computer Science or other relevant discipline with 3 years of work experience.
- Demonstrated proficiency and creative application of GIS in the urban context.
- Experience of at least one project involving use of GIS for urban planning.

- Experience of ArcGIS / Quantum GIS/GRASS / other GIS applications in creating spatial and non-spatial databases and multi layer analysis.
- Must have worked for at least one municipal / govt projects involving development of municipal or industrial area.
- Desirable : Experience of application development of Google Earth / Google Maps.
- Age limit : 40 years or less

### **3 Urban / Town Planning Specialist**

The Town Planning Specialist will be the team leader.

S/he will carry out all the functions of town planning / urban planning for RAY Slum Free City plan and provide support to DUSIB in adherence to the planning guidelines of RAY/JNNURM.

#### **Scope of Work**

- Manage the functionality of the team, monitor its out put and take measures to ensure that the team meets the requirements.
- Provide advice for improvement of activities related to urban planning.
- Assist in preparation of Slum Free City plan, program, design and implement specific parts of the slum free city plan
- Co-ordinate with various Land Owning Agencies and Municipal / Infrastructure services / Utility services organisations.
- Assist in selection of best model for in-situ development and deciding options for relocation of untenable slums.
- Assist in integration of spatial data, and slum survey information at slum and city level to create GIS enabled slum MIS.
- Assist in training DUSIB staff in use of GIS/MIS for planning.
- Assist in use of integrated GIS for town planning and for RAY.
- Provide technical support in implementing provisions related to urban planning and slum improvement, land use and land tenure especially for urban poor, environmental planning etc.
- Any other related tasks that may be entrusted upon by DUSIB.

#### **Qualification and Experience**

- Master Degree in Planning and Architecture with specialization in Urban Planning.
- Minimum of eight years work experience in urban planning.

- Experience of at least two urban infrastructure projects involving planning of new facilities / urban expansion / improving habitability.
- Experience of at least one project involving creating development plans for ULBs.
- Experience of leading a team of at least two personnel for a period of two years or more.
- Desirable : experience of reform oriented projects.
- Desirable : experience of housing development project.
- Experience of at least one project where GIS has been used for planning.
- Fluency in English and local language essential.
- Age limit : 45 years or less

#### **4 Social Development Specialist**

The Social Development specialist shall play a key role in taking forward the core principles of community participation, community development with regard to internalising stakeholder consultations into the planning as well as operating procedures for RAY. He/She will provide advisory support to ensure community participation in other planning and practices of infrastructure development and optimising the community participation on urban governance.

##### **Scope of work**

- Provide advice in all matters relating to pro-poor governance, strengthening and empowerment of local communities, social development, community participation urban poverty alleviation.
- Assist in developing partnership with civil society, CBOs, NGOs in implementing housing projects.
- Guide and support implementation of mechanisms for pre-project community consultations and streamlining inputs into slum free city plan.
- Support effective community participation processes in preparation of Slum Free City plan.
- Devise communication strategies to make the communities aware of their responsibilities in keeping environment clean, preserving and helping in making the investments secure and complying with requirement of the RAY.
- Devise strategies to develop platforms for interface between the DUSIB / Delhi Govt / Infrastructure service providers / Utility Services providers and the beneficiaries in the backdrop of the housing projects under RAY.

- Assist in establishing networks with civil society and private sector, and other line departments such as health, education and social welfare in order to bring convergence of their schemes/leverage their schemes with projects under RAY.
- Design and conduct surveys periodically and Support social aspects of policy and legal reforms.
- Advise in developing capacity building modules in local language for conduct of training programmes on RAY
- Any other related tasks, including advocacy at state level that may be entrusted upon by DUSIB.

#### **Qualification and Experience**

- Master degree in Social Science / MSW / Sociology or related field.
- Minimum of three year of demonstrated work experience in social and community development.
- Experience of at least one year in managing development programs for slum dwellers.
- Demonstrated experience of implementing social sector reforms.
- Experience in designing capacity building activities, preferably in the municipal environment.
- Desirable : Experience of at least one project involving implementation of government policies for slum development preferably in urban areas.
- Desirable : Experience of projects involving social surveys and analysis for policy support.
- Experience of training and capacity building in social development and community participation processes.
- Fluency in English and local language essential
- Age limit : 40 years or less

## **5 Project Engineering Specialist**

Project Engineering Specialist will be responsible for providing overall guidance and support on all aspects of planning, design, implementation, monitoring and quality assurance of slum infrastructure projects undertaken under Slum Free City Plan.

#### **Scope of Work**

- Provide technical support as necessary in design and implementation of slum infrastructure works - water supply, drainage, roads, solid waste etc.

- Provide technical advice in tendering process, design and supervision of infrastructure works.
- Review the Detailed Projects Reports (DPRs) for precision and detail and provide feedback as necessary.
- Support DUSIB to prepare project monitoring formats and report with precision on progress of construction and utilization of funds under RAY.
- Develop and disseminate guidelines on project preparation, procurement and other related activities.
- Assess the training needs in engineering and assist DUSIB to access quality training on site or at recognized centres of excellence.
- Any other related tasks that may be entrusted upon by DUSIB.

### **Qualifications and Experience**

- Post graduate degree in Civil Engineering with specialization, preferably in, public health engineering.
- Minimum of three years experience in procurement, design, and supervision of infrastructure works.
- Experience of using project management tools like MS Project, Primavera etc.
- Knowledge of standards and procedures for ensuring quality and monitoring compliance.
- Experience of managing at least one housing project of 500 or more houses.
- Desirable : Prior experience as municipal engineer or working for a government civil engineering / infrastructure project of six months duration or more.
- Fluency in English and Hindi language essential.
- Age limit : 40 years or less

## **6 Capacity Building Specialist**

The Capacity Building/Training Coordinator will play a key role in taking forward the core principles of RAY with regard to appreciation and implementation of the reforms, internalizing stakeholder consultations into the operating procedures and

practices of infrastructure development and optimizing the community participation in urban governance.

Capacity building and training will be critical for the preparation and implementation of slum- free city action plan.

### **Scope of work**

- Provide advice on matters relating to capacity building, training, need analysis and training development processes.
- Assess barriers and constraints, training requirements, institutional weaknesses, absorptive capacity constraints to implement slum infrastructure projects and urban reforms, issues of sustainability of created assets, and other social and institutional risks at state and ULB level.
- Advise in developing capacity building modules in local language for conduct of training programmes on RAY.
- Support in building the database of trainers and resource persons on urban poverty alleviation, planning, community participation, social development, engineering etc.
- Support city level capacity building/training coordinator in organising training programmes and bringing in resource persons for taking sessions during training programmes
- Advise, collate and disseminate reports of the trainings and capacity building programme
- Train stakeholders in community participation aspects of planning, execution and operations management.
- Organise training to State level officials and non-officials in various guidelines, manuals, tools and techniques for Slum-free City Planning, and oversee the support from the select nodal institutions on capacity building/training programmes and handholding support on GIS Mapping, Slum Survey & MIS, Slum-free City Planning and Legislative Framework for Inclusive City Planning.
- Any other related tasks, including advocacy at state level that may be entrusted upon by DUSIB.

### **Qualification and Experience**

- Masters or doctoral degree in Urban Planning and Management, Social Sciences.
- Minimum of three year of demonstrated work experience in the development areas, preferably in urban development.
- Implemented at least two governance reforms .

- At least one year experience in training in organizational behaviour and management of institutional change processes.
- Experience in designing capacity building activities, preferably in the municipal environment .
- Experience of at least two years in managing training / capacity building programs.
- Desirable : Experience of at least one year in managing training / capacity building programs for municipal bodies.
- Fluency in English and local language essential
- Age limit : 40 years or less

## **Annexure B : DRAFT CONSULTANCY AGREEMENT FOR ESTABLISHMENT OF TECHNICAL CELL**

THIS AGREEMENT (“Consultancy Agreement”) is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2013 at Delhi

BETWEEN:

**Delhi Urban Shelter Improvement Board**, a statutory authority constituted by the Government of Delhi having its office at Punarvas Bhavan, IP Estate, New Delhi 110002. (hereinafter referred to “DUSIB” or the “Authority” or the “First Party” which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assignees) of One Part

AND

<Name of the organisation>, a company /firm / society / trust / educational / research institution having its registered address at <address of the agency> represented through its authorised representative (hereinafter referred to as the “Consultant” or the “Second Party” which expression shall, unless it be repugnant to the context or meaning thereof, includes its administrators, successors and permitted assignees) of the Other Part DUSIB and Consultant are, collectively, referred to “Parties” and, individually, as “Party”.

WHEREAS:

The Rajiv AwasYojana (RAY) is an “equitable city” campaign during the 11th Five Year Plan of the Government of India. The Scheme aims "to make a slum-free India" through encouraging State/Union Territories to tackle the problem of slums in a definitive manner through –

- Formalization of existing slums and universalization of basic amenities in identified slums;
- Identification and Redressal of institutional failures which result in creation of slums;
- Tackling the shortages of urban land and housing that keep shelter out of reach of the urban poor;
- Assist in the development of basic infrastructure for affordable housing projects.

B. In order to achieve the above objective, DUSIB being the nodal agency, proposes to set up a Technical Cell with a team of 6 (six) specialists:

- Urban Planning specialist,
- MIS specialist,
- GIS specialist,
- Social Development specialist
- Project Development specialist
- Capacity Building specialist

C. The Consultant covenants to undertake the Assignment of setting up of the City Level Technical Cell as set forth in the Terms of Reference (as in *Appendix III*, hereinafter referred to as the “Services”) and to perform, fulfil, comply with and observe all and singular provisions, conditions and requirements of this Agreement;

D. In consideration thereof, the DUSIB shall pay a consultancy fee of Rs.-----/- (Rupees ----- only), hereinafter referred to as the “Fee” as in *Appendix IV* and shall perform, fulfil, comply with and observe all singular provisions, conditions and requirements to the Agreement;

E. DUSIB hereby appoints the Second Party as the Consultant on the conditions laid down in the Agreement and in the following annexure annexed hereto, each and every conditions of such annexures form integral part of the Agreement and, the Consultant accepts the appointment, after going through the aforesaid conditions and understanding the consequences thereof and having agreed to all details of the conditions in this Agreement and the appendix.

Appendix I General Conditions of the Contract

Appendix II Qualifications of Key Professional Staff

Appendix III Roles, Responsibilities and Broad Scope of service of the Consultant

Appendix IV Applicable Fees and Charges payable to the Consultant

Appendix V Performance Bank Guarantee Format (*Strike out if Consultant places Performance Security in the form of a bank draft, in which case there would be no Appendix V.*)

NOW THIS AGREEMENT WITNESSES that the parties hereto have caused this Contract to be signed in their respective names as on the day and year first above mentioned,

SIGNED, SEALED AND DELIVERED ON THIS DAY AND YEAR FIRST  
HEREINABOVE MENTIONED

**Delhi Urban Shelter Improvement Board**

By the hands of its authorised signatory

\_\_\_\_\_  
Authorised Signatory of the First Party

Name :

Address:

**Name of the consultant – Second Party**

\_\_\_\_\_  
Authorised Signatory of the Second Party

Name :

Registered Address:

In the presence of:

1.

\_\_\_\_\_  
Name:

Address:

2.

\_\_\_\_\_  
Name:

Address:

# **Appendix – I : General Conditions of Contract**

## **1. ENTIRE AGREEMENT**

This Agreement, including any annexures and any Appendices hereto, constitutes the entire Agreement between the first party and Consultant. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, if any made relating to the Services set forth in this Agreement. This Agreement may be amended only by a written instrument signed by both parties. The captions in this Agreement are for the purpose of convenience in identification of the several provisions and shall not constitute part of this Agreement nor be considered to possess any interpretative relevance.

## **2. SEVERABILITY**

If any paragraph, part, term or provision of this Agreement is construed or held to be void, invalid in the eye of Law or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remaining paragraphs, parts, terms and provisions of the Agreement shall not be affected thereby but shall remain in force and effect to the extent these provisions apply to both parties.

## **3. RELATIONSHIP BETWEEN THE PARTIES**

Nothing contained herein shall be construed as establishing a relation of employer and employee, principal and agent, partners, or joint ventures between DUSIB's and Consultant's officers, directors, partners, managers, employee or agents. The Consultant, subject to this Agreement, has complete charge of personnel performing the Services and shall be fully responsible for the Services performed by it or on its behalf hereunder.

## **4. DURATION OF THE CONTRACT**

The Agreement shall commence on the date it is executed by the Parties. The duration of this Contract shall be for a period of 1 (one) year from the date of deployment of the Consultant's personnel at office of DUSIB and can be renewed for any further period on negotiated mutually agreed terms.

## **5. MODE OF PAYMENT**

The Consultancy Fee shall be paid every month on the invoice raised by the Consultant by the 5th day of the succeeding month. The payment shall be released within 15 days of submission of such invoice from the RAY Account. However, the first monthly fees shall be paid one month after the deployment of the staff at DUSIB. In case of unsatisfactory performance or inordinate delay of work in a particular

month by the consultant, DUSIB reserves the right to impound a portion of monthly consultancy fee, and release payment proportionate to the quantum of work done.

The fees shall be paid from the RAY Account, subject to deployment of the specialists, their regular attendance (excluding public holidays declared by Govt. of Delhi) and performance of their duties and responsibilities. The fees shall be inclusive of the Remuneration expenses of all the experts as detailed in Appendix II and other contingency expenses. It shall be inclusive of all taxes, levies and out of pocket expenses which may be incurred by the Consultant towards travel within the Delhi. Unless otherwise directed in writing, all invoices shall be submitted for payment to the following address:

**Director (Rajiv Awas Yojana),  
Delhi Urban Shelter Improvement Board,  
Punarwas Bhawan, IP Estate, New Delhi 110002.**

The expenses on account of travel of the deputed personnel to other cities (outside the city) shall be paid by DUSIB. However, all such travel shall be undertaken only after approval from Project Director (RAY), DUSIB. The eligibility for the travel would be AC 2-tier in case of distances fit for overnight travel and economy class airfare for longer distances. The eligibility for boarding and lodging shall be business hotel accommodation, and commuting expenses as admissible to Class I/ Group A Officer of the State Government. DUSIB shall, at its cost and expense, provide to the CLTC staff the facilities such as suitable work-place / office, furniture and fittings or at premises arranged by DUSIB for this purpose. DUSIB shall also make available a four-wheeler vehicle to permit the CLTC staff for local travel / site visits on official requirements only. All expenditures in this regard shall be met from the RAY Account.

## **6. PERFORMANCE SECURITY**

The Consultant has placed a Performance Security of 10% of contract value (Rs. ...., Rupees (in words)) for a period of 12 months in favour of \_\_\_\_\_ (**enter the name of the DUSIB**) in the form of a *bank draft drawn on a Scheduled Commercial Bank's branch at \_\_\_\_\_* (**enter the name of the city**)/ a *Performance Bank Guarantee of a Scheduled Commercial Bank having a branch at \_\_\_\_\_* (**enter the name of the city**). This Performance Bank Guarantee is part of this Agreement as Appendix V. (Strike out what is not applicable). If the Consultant fails to commence the Services within 15 (fifteen) days from the date of signing of this Agreement, DUSIB may, unless it consents to extension of time thereof, forfeit the Performance Security / make claim under the Performance Bank Guarantee and appropriate the same. After commencement, DUSIB is free to forfeit the performance security / make claim under

the Performance Bank Guarantee, if it finds the Consultant to be deficient in delivery of Services.

## **7. PENALTY FOR DEFAULT**

In the event of default / failure by the Consultant in providing Services, DUSIB reserves the right to get the Services executed by any other Consultants at the cost and risk of the Second Party. In addition, a penalty of 10% of the total amount finally due to the consultant will be recovered as cost of selection procedure for appointing a replacement consultant.

In case of delay in delivery, the consultant will be charged a penalty of 0.5% of the Contract Sum for every week of delay which, however, may not exceed 10% of the contract value.

## **8. SUBSTITUTION OF PERSONNEL**

The consultant shall not replace / substitute any member of the TC, before completion of six months from the signing of this Agreement unless unavoidable and compelling circumstances arise; DUSIB may, however, ask for replacement of any person in case of non-satisfactory performance. In such a case, the person concerned shall be replaced within 15 days by the Consultant; DUSIB shall not normally consider any request from the consultant for substitution of members of the cell. Substitution will, however, be permitted if a person is not available for reasons of any incapacitation or due to health or any other extreme exigency, subject to equally or better qualified and experienced person being provided to the satisfaction of DUSIB; In case of substitution of a person, DUSIB reserves the right to examine the person proposed to be provided as replacement.

## **9. TERMINATION OF THE AGREEMENT**

This Agreement shall be effective on the date hereof and shall continue in full force until completion of the Services or terminated earlier. DUSIB shall have right to review the performance of the CLTC and, if it is not desirous of continuation of the Services of the CLTC on ground of unsatisfactory performance or breach of any term or condition of the contract, it may terminate the Agreement by giving notice of 30 days in the address specified in the cause title of this agreement and providing reasonable opportunity to the Consultant to be heard, in case prayed for; within the notice period by any officer authorised by DUSIB. The Consultant may terminate the Agreement by giving a termination notice with three months of notice period, subject to its liability and interest and risk as calculated by DUSIB. If DUSIB terminates the agreement, for any other reason and not as a result of any default by the Consultant, then DUSIB shall compensate the Consultant for the Services performed till the last working day of the consultant/s. The communication of termination of this Agreement shall be by means of written notice ("Termination Notice").

## **10. RESPONSIBILITIES AND OBLIGATIONS OF THE CONSULTANT**

The Consultant shall ensure that the specialists, as individuals and as a team, shall be capable of delivering the following as part of the contract:

- a. Deliver the following, through the technical cell :
  - (i) Slum Free City plan as per the Min of HUPA guidelines, incorporating ZDP and MDP of Delhi.
  - (ii) MIS enabled GIS, based on Delhi Govt GIS from GSDL.
  - (iii) Community participation and social development plan for implementation of Slum Free City plan.
  - (iv) Documents on management of management and decision support system / facilities created during preparation of Slum Free City plan.
  - (v) Documents on training for utilisation of management and decision support systems / facilities created during preparation of Slum Free City plan.
  - (vi) Training of personnel and managing and designing capacity building processes for DUSIB and other agencies as per requirements of RAY for preparation and execution of the plan.
- b. Provide the Services as set out in Appendix III;
- c. Deploy members of the CLTC personnel within 15 days of signing of Agreement;

- d. Exercise the degree of skill, care and diligence normally exercised by members of the profession performing services of a similar nature; and
- e. Be bound to comply with any written direction of DUSIB to reasonably vary the Scope, Sequence of timing of the Services.
- f. Monitor and evaluate performance of the specialists on regular basis and submit monthly report of work along with payment invoice.
- g. Provide institutional support and knowledge where ever required for specialists to satisfactorily deliver their outputs.

## **11. INDEMNIFICATION**

Consultant shall indemnify, defend and hold DUSIB harmless from any and all claims demands causes of actions, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorney's fees and court costs, sustained or incurred by or asserted against DUSIB by reason of or arising out of Consultant's, gross negligence or wilful misconduct with respect to Consultant's duties and activities within the scope of this Agreement. Except for Consultant's gross negligence or wilful misconduct, DUSIB shall indemnify, defend and hold Consultant and its partners, directors, officers, agents, servants and employees (collectively, the "Consultant Indemnities") harmless from and against any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses incurred in the capacity of a defendant or a witness, and all other costs and expenses (including without limitation attorneys' fees and court costs) to which any of the Consultant Indemnities may become liable or subject by reason of or arising out of the performance or non-performance of Consultant's duties and activities within the scope of this Agreement. DUSIB shall indemnify, defend and hold Consultant harmless from any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorney's fees and court costs sustained or incurred by or asserted against the Consultant by reason of or arising out of the DUSIB's negligence, wilful misconduct with respect to the DUSIB's duties and activities, including but not limited to any information provided by the DUSIB to the Consultant upon which the Consultant shall rely in providing the Services.

### **Limitation of Liability**

Consultant's total liability howsoever caused and whether arising under contract, tort (including negligence) or otherwise shall not exceed the total amount of the Fees paid by the DUSIB to the Consultant for the Services rendered under this Agreement. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other party for any indirect, consequential, incidental or special

losses or damages of any kind or nature, and any claim by either party in any way related to, or arising out of, this Agreement or any Services provided hereunder shall be limited to such party's actual, direct damages.

## **12. CONFIDENTIALITY**

The Consultant shall treat the details of the output of the Assignment and the Services as confidential and for the Consultant's own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to DUSIB or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous written consent of DUSIB. Consultant shall treat as confidential property and not disclose to others during or subsequent to the term of this Agreement, except as necessary to perform this Agreement (and then only on a confidential basis satisfactory to both parties), any information and documents (including without limitation any environmental information, reports or data) which may be delivered to Consultant by DUSIB or other agencies and identified as "Confidential." Consultant shall also treat as confidential and shall not disclose to others, except as required by law, this form of Agreement. Nothing above, however, shall prevent Consultant from disclosing to others or using in any manner information, which Consultant can demonstrate:

- a. Has been published and has become part of the public domain other than by acts, omissions or fault of Consultant, their employees, agents, contractors and/or consultants; or,
- b. Has been furnished or made known to Consultant by a third party (other than those acting directly or indirectly for or on behalf of Consultant or DUSIB or DUSIB) as a matter of legal right without restrictions on its disclosure; or,
- c. Was in Consultant's possession prior to disclosure thereof by DUSIB;
- d. Must be disclosed pursuant to any statute, law, regulation, ordinance, order or decree of any governmental authority having jurisdiction over Consultant or any of its employees, agents, contractors and/or consultants;
- e. The foregoing obligations in this Clause shall survive for a period of 1 (one) year following the termination or expiration of this Agreement.

## **13. OTHER CONDITIONS**

In the event that DUSIB desires the Consultant to perform such additional services which are not within the Scope of services as laid out in Appendix III, the Consultant shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.

Notwithstanding anything contained above, only such additional work may be undertaken so that all the conditions laid below are met, both jointly and severally:

- a. The additional work does not come in conflict with any existing laws statutory regulations or ordinances / guidelines of the land applicable in the Union of India and Delhi as on date of the renegotiation;
- b. The additional work does not come in conflict with any internal corporate policy / regulation / guidelines / practice of the Consultant as on date of the renegotiation;
- c. The Technical and Manpower expertise of the Consultant allows the Consultant to undertake such work. DUSIB shall provide the Consultant documents / information / reports as may be required by the Consultant to enable it to provide the Services. DUSIB undertakes and agrees to furnish to the Consultant from time to time such other documents / information / reports in its possession and / or knowledge as it may consider relevant to perform the Services, as and when such information is received by / available with DUSIB. All the intellectual property conceived, originated, devised, developed or created by the Consultant, its agents, specifically for the purpose of rendering the Services shall vest with DUSIB unless otherwise agreed, between DUSIB and the Consultant. DUSIB as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project. Unless otherwise agreed, DUSIB shall have the copyright on all the reports, documents, etc., authored, prepared or generated under the agreement during the course of the Services to be provided by the Consultant.

#### **14. COMPLIANCE WITH LAWS**

The Consultant shall take due care that all its documents comply with all relevant laws and statutory regulations or ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgements, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement.

#### **15. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the Union of India. The Courts of Delhi shall have jurisdiction over all matters arising out of or relating to this Agreement.

#### **16. DISPUTE RESOLUTION**

##### **Amicable resolution**

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the “Dispute”) shall in the first instance be attempted to be resolved amicably through conciliation between the Parties.

### **Arbitration Procedure**

Any dispute or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities, representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the CEO, DUSIB.

The award of the sole Arbitrator shall be final and binding on all the parties. The Arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act, 1996, as amended from time to time.

The cost of Arbitration shall be borne by the respective parties in equal proportions. Arbitration proceedings will be held Delhi/New Delhi only.

### **English language**

The request for Arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in the English language and, if oral hearings take place, the English language shall be used in all such hearings

### **Performance during Dispute Resolution**

Pending the submission of and / or decision on a dispute, and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

## **17. WAIVER**

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- i. Shall not be construed to operate as a waiver of any other or subsequent default hereof or of any other provision(s) or obligation(s) under this Agreement;
- ii. Shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
- iii. Shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by the either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver / breach of any terms, conditions or provisions of this Agreement.

## **18. MODIFICATION**

Modification of the terms and conditions of this Agreement, including any modification of the scope of services, may only be made by written agreement between the Parties.

## **19. NOTICES**

Unless otherwise stated, notices to be given under this Agreement including, but not limited to a notice of waiver of any term, breach of any term of this Agreement and the termination of this Agreement, shall be in writing and shall be given by hand delivery, recognised courier, speed post, registered post, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned herein the cause title of the agreement.

## **20. TRANSFER OF AGREEMENT**

No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.

## **21. VARIATIONS**

DUSIB may, by written notice to the Consultant, direct the Consultant to vary the scope, sequence or timing of the Services with suitable compensation for such variation to be agreed mutually and the Consultant shall be bound to comply with the direction.

## ***Appendix II - Qualifications of Key Professional Staff***

Refer to Annexure A

## **Appendix III – Roles, Responsibilities and Broad Scope of Work of the Consultant**

The Consultant shall be responsible for providing manpower as required for formation of the CLTC at **DUSIB** and act as an extended arm of DUSIB / CLTC for providing wholesome support for implementing the RAY scheme. The manpower will be deployed at DUSIB office and will report to Project Director (RAY) for all operative and administrative purposes. The broad based scope of work for the CLTC by the Consultant at the office of **DUSIB** shall be :

1. Coordination and providing requisite support to DUSIB for preparation of 'Slum Free City' plan.
2. Coordination and providing requisite support to DUSIB for successful implementation of RAY scheme in the city.
3. Identification & Demarcation of Slum areas & Vacant Lands on Base Map.
4. Providing support to conduct Household Socio-economic & Bio-metric Surveys being carried out by third party survey agencies.
5. Mapping Land-ownership/Tenure Status
6. Categorization of Slums - Evaluating Options available to Slum Communities for Redevelopment
7. Reconfiguration of Slums in accordance with the choice of Slum Redevelopment Model
8. Formulation of Slum-free City Plan
9. Review/ Modification to Master Plan/CDP/ZDP
10. Preparation of Capacity Building Plan and its execution
11. Any other related work.

*Please refer Annexure IV of the RAY Guidelines for 'Slum Free City Planning' for details.*

The above scope of services is based on the guideline as mentioned in the “Rajiv AwasYojana (RAY) – Guideline for Slum free City Planning”, published by Govt. Of India, Ministry of Housing & Urban Poverty Alleviation (MoHUPA). The above guideline along with other subsequent amendments / notifications / instructions, pertaining to implementation of the RAY Scheme, issued from time to time by Govt of

India and Govt of NCT of Delhi, shall also form the part of the scope of services of CLTC.

Additionally, the technical cell will provide following deliverables by the end of the contract period, the technical cell must be capable of delivering the following, which shall be responsibility of the selected bidder :

- (a) Slum Free City plan as per the Min of HUPA guidelines, incorporating ZDP and MDP of Delhi.
- (b) Assist other agencies, e.g. MCD, NDMC, DJB, NDPL, Railways, Department of Urban Development etc. in consonance with development of the plan under RAY.
- (c) Co-ordination with planning, infrastructure, civic, regulatory and land owning agencies in accordance with RAY.
- (d) MIS enabled GIS, based on Delhi Govt GIS from GSDL and management of all databases related to RAY.
- (e) Community participation and social development plan for implementation of Slum Free City plan.
- (f) Documents on operations of management and decision support system / facilities created during preparation of Slum Free City plan.
- (g) Documents on training for utilisation of management and decision support systems / facilities created during preparation of Slum Free City plan.
- (h) Development and management of pilot projects.
- (i) Training of manpower / capacity building on various aspects of planning and implementation of RAY.

## **Appendix IV – Applicable Fees and Charges payable to the Consultant**

### **1. FEES**

DUSIB shall pay the Consultant a fee of INR -----/- (Indian Rupees ----- only), less applicable TDS, per month from the date of deployment of the Consultant's personnel at the ----- . The applicable service tax will be payable extra.

### **2. OTHER CHARGES**

Other Charges, as laid out in Appendix I, Clause 5 including all sub-clauses there under, as and when necessary, shall be payable by the DUSIB to the Consultant.

## **Appendix V – Performance Bank Guarantee**

*(If Consultant places the Performance Security with the DUSIB in the form of a Performance Bank Guarantee, that guarantee in original shall constitute this Appendix)*

*[Details as applicable to be filled in]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Consultant]*

**PERFORMANCE GUARANTEE No.:** ..... **Dated:** .....

Dear Sirs,

We have been informed that *[insert complete name of Consultant]* (hereinafter called "the Consultant") has received a Letter of Intent issued by you for entering into a Contract with you, for providing City Level Technical Cell as fully described in your RFP no \*\*\*\*\*, dated \*\*\*\*\* (hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the said RFP a Performance Guarantee is required as condition precedent for entering into the Contract. At the request of the Consultant, we hereby irrevocably undertake to pay you any sum(s) not exceeding 10% of the contract value (Rs. ...., Rupees.. (in words) upon receipt by us of your first demand in writing declaring the Consultant to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand of the sum specified therein. This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*, and any demand for payment under it must be received by us at this office on or before one calendar month after the expiry date i.e. on or before the *[insert number]* day of *[insert month]* *[insert year]*. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

*[signatures of authorized representatives of the bank and the Contractor]*

**Formats:**

## **Form-A TECHNICAL PROPOSAL**

### **Letter of Proposal**

(On bidder's letter head)

Dated:

To

**Director (Rajiv Awas Yojana),  
Delhi Urban Shelter Improvement Board,  
Punarwas Bhawan, New Delhi 110002.**

**Sub:** Technical Proposal For Setting Up Technical Cell For Rajiv Awas Yojana At Delhi.

Dear Sir,

1. With reference to your RFP document dated ....., I/we, having examined the RFP Documents and understood their contents, hereby submit our Proposal for setting up City Level Technical Cell at **Delhi**. The Proposal is unconditional and unqualified.
2. All information provided in the **Proposal** and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as an bidder for undertaking the Project.
4. We shall make available to DUSIB any additional information it may find necessary or require to supplement or authenticate the Bid.
5. We acknowledge the right of DUSIB to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. **We declare that:**
  - a. We have examined and have no reservations to the Bidding Documents, including any Addendum issued by DUSIB.

- b. We do not have any conflict of interest in accordance the RFP document;
  - c. We meet the minimum eligibility requirements specified in the RFP, and we have submitted relevant documents in support of eligibility requirements.
  - d. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with DUSIB or any other public sector enterprise or any government, Central or State; and
  - e. We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
9. We declare that we have no business relationship with any other firm submitting a Proposal for the Project.
10. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers / employees / specialists proposed to be provided by us.
13. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we shall intimate DUSIB of the same immediately.
14. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by

DUSIB in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

15. In the event of our being declared as the successful bidder, We agree to enter into a Agreement in accordance with the draft attached in the RFP document.

16. We have studied the RFP Document carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by DUSIB or in respect of any matter arising out of or concerning or relating to the selection Process including the award of contract.

17. The Consultancy Fee has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement.

18. In accordance with the RFP Document, we offer separate Proposal Security of Rs. 1,00,000/-(Rupees one lakh only) vide DD/ Pay Order/ Bankers Cheque no. ----- dated ----- drawn on -----, ----- Branch payable at Delhi to DUSIB for submission of our Proposal for **DUSIB**.

19. We agree and understand that the Proposal is subject to the provisions of the RFP Documents. In no case, We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Proposal is not opened.

20. We agree to keep this offer valid for 180 (one hundred and eighty) days from the Proposal Due Date specified in the RFP.

21. We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature of the Authorized signatory)

Place: (Name and designation of the of the Authorized signatory)

Name and seal of Bidder

## Form-B : Particulars of the bidder

1. Name of bidder :

2. Constitution of the bidder:

3. Registered Office :

4. Delhi Office:

5. Date of registration / incorporation:

6. Main Business Activities :

7. Names of Govt. Dept. / Public Sector undertaking / Pvt. Sector / International clients to whom the bidder has provided similar services, if any:

8. Details Of Main Branches :

9. Annual turnover of the Firm (in INR) from Consulting Assignments in India during last three Financial Years. (Please upload copy of the Audited Financial Statements)

2009-10:	
2010-11:	
2011-12:	

10. Approach & Methodology: (Please DO NOT detail activities to be undertaken under RAY here. Bidders should indicate their approach to the task i.e. setting up the Technical Cells; the challenges they foresee and how they plan to overcome those challenges.)

## 11. Details Of Contact Persons

NAME:

DESIGNATION:

CONTACT TEL. NO. :

MOBILE NO. :

FAX NO. :

EMAIL ID:

POSTAL ADDRESS:

(Signature of Authorized signatory)

## **Form C: Performance statement for a period of last three years**

Order placed by (with address)

Order No.& date

Description of the work order

Description of exact function carried out by bidder's team

List of deliverables

Number of operational and managerial Personnel provided by the Firm

Name of Key Personnel of Firm involved and their functions

Value of Works

Signature and seal of the Bidder: \_\_\_\_\_

\* Scanned copy of work order and completion certificate are to be attached.

## Form-D : CURRICULUM VITAE (CV) OF PROPOSED PROJECT TEAM

Name: .....

Date of Birth: .....

Years with bidder: .....

Nationality .....

Membership of Professional Societies: .....

Detailed Task Assigned:

.....

**Key Qualifications:** [First specify which role will be fulfilled by the Team Leader/member in her / his individual capacity and give qualifications required for that position.]

**Education:** [Summarize college/university and other specialized education of staff member, giving their names, dates attended, and degrees obtained. Use about one quarter of a page]

Note:-

Please affix a recent photograph of the person on first page of CV.

Please provide complete address and phone number

Document for proof of age is to be enclosed.

Document for proof of qualification is to be enclosed.

All projects undertaken are to be mentioned.

**Employment Record:** [Starting with present position, list in reverse order every employment held.

List all positions held by staff member since graduation, giving dates, name 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 three quarters of a page. The employment record should give evidence of the person's suitability for a managerial (leadership) position (if applicable) and technical position.]

**Languages:**

Indicate language facility as Excellent, Good, Fairly good, Poor, None separately under “spoken” and “written” classifications for each language.

	Spoken	Written
1 English		
2 Hindi		

**Certification**

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

- (i) This CV correctly describes my qualifications and my experience.
- (ii) I am committed to undertake the assignment within the validity of Proposal.

Name & Signature of the Person designated as Team Leader/Team member

Name & signature of the authorized signatory (on behalf of the bidder)

## Form E : Financial Proposal

To

The Director (RAY)  
Delhi Urban Shelter Improvement Board,  
IP Estate, New Delhi- 110002

**Sub:** Financial Proposal For Setting Up Of City Level Technical Cell For Rajiv Awas Yojana At **Delhi**.

1. We, the undersigned, offer to provide the consulting services for the above in accordance with your RFP. Our Financial Proposal is/ are as follows:

Financial Quotation Rs..... (Rupees -----) per month\*. (Amount in words and figure).

The above amount is inclusive of all applicable taxes, service tax and all other expenses.

2. Our Financial Proposal shall be binding upon us subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the Proposal, i.e. .... (Date).

3. This financial proposal covers remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents or any other payments in relation to the Project etc. The Financial Proposal is without any condition.

4. We undertake that in competing for and, if the award is made to us, in executing the above services, we will strongly observe the laws against fraud and corruption to force in India namely "Prevention of Corruption Act 1988" We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

\*TDS will be deducted as per income tax rules

Name of Firm:

Address:

## Form F : PROFORMA FOR BANK GUARANTEE FOR PROPOSAL SECURITY

(Bank Guarantee to be submitted along with bid, to be issued on stamp papers of appropriate value)

REF. NO BANK GUARANTEE NO ..... DATED.....

To,

Director (RAY),

Delhi Urban Shelter Improvement Board,

Punarwas Bhawan, IP Estate,

New Delhi 110002

Dear Sirs,

We have been informed that you have floated a Request for Proposal (RFP) no..... and that ..... (*insert the name of the bidder*) having its Head / Registered Office at ..... hereinafter referred to as the Bidder (which expression, unless repugnant to the context or meaning thereof mean and include all its successors, administrators and executors) desire to submit a bid against the said RFP. Furthermore, we understand that, according to the conditions of the RFP, a Bank Guarantee is required as Proposal Security. At the request of the Bidder, we hereby irrevocably undertake to pay you any sum(s) not exceeding Rs 25,000/= (Rupees Twentyfive thousand only) upon receipt by us of your first demand in writing declaring the bidder to be in default under the terms of the RFP, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand of the sum specified therein. This Guarantee shall expire no later than the [*insert number*] day of [*insert month*] [*insert year*], and any demand for payment under it must be received by us at this office on or before that date. We agree to a one-time extension of this Guarantee for a period not to exceed [*six months*], in response to the Bidder's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

[*Signatures of authorized representatives of the bank*]

Name and address of the Bank Branch issuing the Guarantee