

**Project Utthan**

**Madhya Pradesh Urban Infrastructure Investment Programme  
(MPUIIP)**

# **Request for proposals**

**RFP No. MPUIIP/UADD/M&E/13/10**

*Monitoring and Evaluation of MPUIIP*

[September 2013]

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## Letter of Invitation

Invitation No: MPUIIP/UADD/M&E/13/10

24 September, 2013

1. The Urban Administration and Development Department of the Government of Madhya Pradesh (GoMP) (hereinafter 'the Recipient') has received grant financing from UK Aid (DFID) towards the cost of the Madhya Pradesh Urban Infrastructure Investment (MPUIIP) Programme. The Recipient intends to apply a portion of the funds to eligible payments under the contract for which this Request for Proposal (RFP) is issued by the Commissioner Urban Administration & Development
2. The Urban Administration & Development] (hereinafter 'the Client') now invites proposals to provide the following consulting services: **Monitoring and Evaluation of MPUIIP**. Further details of the services requested are provided in the Terms of Reference at Annexure D.
3. All information contained in this proposal should be treated as commercially confidential and you are required to limit dissemination on a need-to-know basis.
4. A firm shall be selected under Quality and Cost Based Selection (QCBS) and procedures described in this RFP, in accordance with the policies of the GoMP and DFID.
5. The RFP includes the following documents:
  - i. Letter of Invitation
  - ii. Data Sheet and Instructions to Consultants, see Annexure A
  - iii. Technical Proposal, for Standard Forms see Annexure B
  - iv. Financial Proposal, for Standard Forms see Annexure C
  - v. Terms of Reference (ToR), see Annexure D
  - vi. Standard Contract Document, see Annexure E
6. Please note that while all the information and data regarding this RFP is, to the best of the Client's knowledge, accurate within the considerations of scoping the proposed contract, the Client holds no responsibility for the accuracy of this information and it is the responsibility of the Consultant to check the validity of data included in this document.
7. A bidder may bid for either package A or package B. The successful bidders for the two packages would require interacting with each other to synchronize their monitoring requirements. The specific scope of work(s) for different package is given in Terms of Reference.

8. **Proposals will be evaluated technically and the financial bids of the qualifying firms will be opened following the QCBS procedure.**
9. Bidders must ensure that the personnel proposed against key positions (one or more) should not be the same as already proposed/contracted in other bids under MPUIIP. Any proposal which is not in conformity with the above will be disqualified.
10. Confirmation of your firm's intention to submit proposal should be sent to:

**Madhya Pradesh Urban Infrastructure Investment Programme (MPUIIP)**

Pallika Bhawan

6 No. Bus Stop,

Shivaji Nagar,

**Bhopal - 426016**

**Telephone :** + + 0755-, 2555006,2552356

**Facsimile :** 0755-2555005, 4044408, 2552591

**Commissioner**

Directorate of Urban Administration and Development.

## Annexure A: Data Sheet and Instructions to Consultants

### Data Sheet

1	Name of the Client: UADD
2	Method of selection: Quality and Cost Based Selection (QCBS)
3	Financial Proposal to be submitted together with Technical Proposal: <b>Yes</b>  Title of Consulting Service is: <b>[Monitoring and Evaluation of MPUIIP]</b>
4	A pre-proposal conference will be held: Yes <b>Date: 14 October 2013</b> <b>Time: 3.00 PM</b> Venue:UADD Conference Room However, if the invitee firm wishes to seek clarification it may do so in writing to the Client with copy to the Client's Representative
5	Client Representative: Madhya Pradesh Urban Infrastructure Investment Programme Mr.Sunil Singh, Dy. Director, Planning MSU, UADD Email : <a href="mailto:infomsu@mpurban.gov.in">infomsu@mpurban.gov.in</a> Ph.:0755-2555005 Facsimile: +91 755 2555005
6	Proposals must remain valid for <b>180</b> days after the submission date indicated in this Data Sheet.
7	Clarifications may be requested not later than fourteen ( <b>14</b> ) days before the submission date. All requests for clarifications will be directed to Client's representative. The Client will respond to requests for clarifications by electronic means within seven (7) days prior to the proposal submission date.
8	The Consultant is required to include with its Proposal written confirmation of authorisation to sign on behalf of the Consultant: <b>Yes</b>
9	Joint Ventures/Association are permissible: <b>Yes</b>

10	<p><b>Bidders Eligibility Criteria:</b></p> <p><b>1. For Package A:</b></p> <p>a. Eligible bidder will be limited to those which can show evidence of average annual turnover of Rupees One Crore for the last 3 years. The Bidder must ensure that they submit the evidence of eligibility criteria on turnover in the form of audited financial statements for the last three financial years along with their Technical Proposal. Please note that the proof of turnover must be part of the technical proposal and not the financial proposal.</p> <p>b. Prior experience in having successfully completed at least two benefit monitoring and evaluation exercises in water and sanitation sector, with a focus on both enabling and confounding factors and assessment of both control &amp; treatment groups. Such assignments should have been completed in the last five years.</p> <p><b>2. For Package B</b></p> <p>a. Eligible bidder will be limited to those which can show evidence of average annual turnover of Rupees Two Crores for the last 3 years. The Bidder must ensure that they submit the evidence of eligibility criteria on turnover in the form of audited financial statements for the last three financial years along with their Technical Proposal. Please note that the proof of turnover must be part of the technical proposal and not the financial proposal.</p> <p>b. At least two completed assignments related to concurrent monitoring and evaluation of donor funded engagements in the last five years.</p> <p><i>Bidders should provide documentary evidence of project completion which may include completion or no-dues certificate issued by Client, or in the case of donor funded engagements, reference of the exercise in the project completion report along with copy of the contract.</i></p>
11	Currency and Budget for Proposal: INR
12	<p>Technical Presentation: Bidders scoring 630 and more marks out of 900 marks (refer 28) will be invited to make a Technical Presentation. The overall qualifying marks for eligible bidders to participate in opening of the financial proposal will be 700 as stated in Instruction to bidders, clause 7.8.</p> <p>Date, Time and Venue of the presentation will be notified to the bidders scoring 630 and more marks.</p> <p><b>NOTE:</b> Only the proposed Team Leader or a senior member of the team shall be permitted to make the presentation.</p>
13	The Consultant must submit the original and two copies of the Technical Proposal and the original copy of the Financial Proposal.
14	The Consultant must submit a soft copy of the Technical Proposal and the Financial Proposal, each on separate CDs sealed in their respective envelopes along with the original Proposal.
15	Financial and Technical Proposals are to be submitted in separate sealed envelopes and then enclosed in a single wax-sealed envelope.
16	Financial and Technical Proposals should be clearly marked ' <b>FINANCIAL (or TECHNICAL) PROPOSAL FOR MONITORING AND EVALUATION OF MPUIIP – DO NOT OPEN EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE</b> '.
17	A Bid Security must be submitted: <b>Yes</b>

<b>18</b>	If Yes, the amount of the Bid Security is <ul style="list-style-type: none"> <li>• <b>Package A:</b> Rs. 30,000 (Rupees Thirty Thousand Only) and the duration for validity of Bid Security is 180 days</li> <li>• <b>Package B:</b> Rs. 50,000 (Rupees Fifty Thousand Only) and the duration for validity of Bid Security is 180 days</li> </ul>
<b>19</b>	Format for Bid Security will be: Bank draft favouring the [Project Director] and drawn on a scheduled Commercial Bank with a branch in Bhopal
<b>20</b>	A Performance Bond in the form of Bank Guarantee is to be submitted by the winning Bidder upon signing of Contract: <b>Yes</b>
<b>21</b>	If yes, the amount will be <b>5%</b> of the contract value; this may be provided as 100% Bank Guarantee. Bank Guarantee will be made in the name of: [Project Director] <b>and drawn on a nationalized bank with a branch in Bhopal.</b>
<b>22</b>	Proposals must be submitted no later than the following date and time: <b>28 October 2013 by 1400 HRS</b>
<b>23</b>	Address for submission of Proposals: Project Director Madhya Pradesh Urban Infrastructure Investment Programme Pallika Bhawan 1 <sup>st</sup> Floor, Near Bus Stop No: 6, Bhopal, 462016, MP
<b>24</b>	Expected date for public opening of Technical Proposals: <b>28 october 2013 by 15:30 HRS</b>
<b>25</b>	Expected date for public opening of Financial Proposals (if applicable): [To be notified]
<b>26</b>	Expected date for contract negotiations: [To be Notified]
<b>27</b>	Expected date for commencement of consulting services: [To be Notified ]
<b>28</b>	Evaluation of the proposal will be based on the marks given below.

**Evaluation Criteria – Package A**

S.No	Criterion	Score
1.	Experience of undertaking similar assignments	50
2.	Experience of working in the region, i.e., Madhya Pradesh and/or Participating ULBs	50
3.	<b>Approach and Methodology</b>	<b>300</b>
3.1	Innovativeness/comments on ToR	20
3.3	Work program/personnel schedule/team structure	40
3.5	Proposal presentation	40
3.6	Methodology, workplan and innovativeness	200
4.	<b>Personnel (CVs)*</b>	<b>500^</b>
4.1	Team leadership	100
4.2	Team leader	150
4.3	Other experts	250
	<b>Total (1 – 4)</b>	<b>900</b>
5.	<b>Technical Presentation</b>	<b>100</b>
6	<b>Total Marks</b>	<b>1000</b>

**Evaluation Criteria – Package B**

S.No	Criterion	Score
5.	Experience of undertaking similar assignments	50
6.	Experience of working in the region, i.e., Madhya Pradesh and/or Participating ULBs	50
7.	<b>Approach and Methodology</b>	<b>300</b>
3.1	Innovativeness/comments on ToR	20
3.3	Work program/personnel schedule/team structure	40
3.5	Proposal presentation	40
3.6	Methodology, workplan and innovativeness	200
8.	<b>Personnel (CVs)*</b>	<b>500^</b>
4.1	Team leadership	50
4.2	Team leader	100
4.3	Other experts	350
	<b>Total (1 – 4)</b>	<b>900</b>
5.	<b>Technical Presentation</b>	<b>100</b>
6	<b>Total Marks</b>	<b>1000</b>



\*The Technical Proposal must include an undertaking by the bidder stating that none of the consultants proposed in the present proposal have been demobilised for poor/unsatisfactory performance from any project during the last three years. The undertaking must be a separate document and should form an indispensable part of the Technical Proposal.

^ Any bid which proposes to use a consultant who is already committed on any other MPUIIP project/contract and whose deployment on the new contract would be in conflict with the working of any existing contract, shall be scored zero against that position.

**Note: In order for your bid to be considered "Responsive" you must fulfil all conditions listed in Items No 6, 8,10,11,12,13,14,15,16,17,18, 19and 22, where applicable.**

## Checklist for Bidders

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

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

## Instructions to Consultants

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

- of the Consultant or termination of its Contract.
- 1.10 **Consultants must disclose** if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Consultant, including but not limited to appointment of any officer such as a receiver in relation to the Consultant's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- 1.11 **Consultant's must disclose** if they or any of their sub-consultants have been convicted of, or are the subject of any proceedings relating to:
- a) a criminal offence or other serious offence involving the activities of a criminal organisation, or where they have been found by any regulator or professional body to have committed professional misconduct;
  - b) corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract, with DFID, UADD, a City Municipal Corporation, any other donor of development funding, or any contracting authority;
  - c) failure to fulfil any obligations in any jurisdiction relating to the payment of taxes or social security contributions.
- Anticorruption* 1.12 A recommendation for award of Contract will be rejected if it is determined that the recommended Consultant has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases DFID, UADD or the relevant Municipal Corporation will declare the Consultant and/or members of the consortium ineligible, either indefinitely or for a stated period of time, from participation in DFID-financed activities, and Consultants will be blacklisted by the Government of Madhya Pradesh.
- Only one Proposal* 1.13 Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. This does not prohibit the inclusion of a Sub-Consultant, including individual experts, in more than one proposal.
- 2 Clarification of RFP Documents** 2.1 Consultants may request clarification of any of the RFP documents up to a specified number of days before the submission date as indicated in the Data Sheet. Any request for clarification must be sent in writing, including by standard electronic means, to the Client's Representative whose address is provided in the Data Sheet. The Client will respond by standard electronic means within the period specified in the Data Sheet, and will send written copies of the response (including an explanation of the query, without identifying the source of inquiry) to all Consultants who have formally indicated that they intend to submit a Proposal. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure set out under Clause 2.2.

<i>Amendment of RFP documents</i>	2.2	At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing, including by standard electronic means.
	2.3	Any addendum will be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments in writing, including by standard electronic means, in order to remain eligible.
	2.4	To give Consultants reasonable time in which to take an addendum into account in preparing their Proposals, the Client may, at its discretion, extend the deadline for the submission of the Proposals, pursuant to Clause 5.34.
<b>3 Preparation of Proposals</b> <i>Language of Proposals</i>	3.1	The Proposal and all related correspondence exchanged between the Consultant and the Client shall be written in the English language. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.
<i>Cost of bidding</i>	3.2	The Consultant shall bear all costs associated with the preparation and submission of its Proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
<i>Partners</i>	3.3	Alternative experts shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
<b>4 Full-time employees</b>	4.1	It is desirable that the Team Leader or expert proposed as Team Leader is a regular full-time employee of the Consultant or the Sub-Consultant. A regular full-time employee is defined as a person who, on the date of submission of the Consultant's Proposal: <ul style="list-style-type: none"> <li>a) is currently employed under a contract or agreement of employment with the Consultant or the Sub-Consultant;</li> <li>b) has been employed by the Consultant or the Sub-Consultant for the 12 consecutive months immediately preceding the date of submission of the Proposal;</li> <li>c) is entitled to receive regular remuneration and benefits from the Consultant or the Sub-Consultant; and</li> <li>d) is engaged to work for the Consultant or the Sub-Consultant for the number of hours per day and days per year considered the norm in the country of employment or in the country in which the person is assigned.</li> </ul>
<b>5 Instructions for submission of Proposal</b>	5.1	These instructions should be read in conjunction with information specific to the consulting services contained in the Covering Letter, Data Sheet and accompanying documents.
	5.2	Proposals must be received before the deadline specified in the Data Sheet to tender. Proposals must be submitted to the address specified on the Data Sheet and delivered on or before the time specified in the Data Sheet.
<i>Documents</i>	5.3	Consultants shall submit simultaneously two sealed envelopes,

- comprising the Proposal
- one containing the Technical Proposal and the other the Financial Proposal, enclosed together in an outer single envelope. The Technical Proposals will be opened at the date and time specified in the Data Sheet. The Financial Proposal will remain sealed and will be held in custody by the client.
- 5.4 The original Financial Proposals for all qualifying Technical Proposals will be opened in public at a date and time specified in the Data Sheet.
- Technical Proposal (see Annexure B)*
- 5.5 The **Technical Proposal** shall contain the following:
- a) Section 1: Covering Letter, (Form Tech 1);
  - b) Section 2: Experience/ Capacity of Firm to undertake tasks;
  - c) Section 3: Project detail sheets outlining previous experience of the firm in similar types of assignments completed during the last ten years (in prescribed format), (Form Tech 2);
  - d) Section 4: Technical Response including general approach, methodology, work plan, personnel schedule, and qualifications to ToR; (Form Tech 2A)
  - e) Section 5: CVs of personnel to work on this project (in the CV please include name of staff, nationality of staff, profession/designation of staff, proposed position in the team, whether employee of the firm, number of years with the firm, key qualifications, education, experience and languages known), (Form Tech 3);
  - f) Section 6: List of proposed expert team and summary of CV particulars relevant to the project (use Form Tech 4);
  - g) Section 7: Matters not appropriate in any other section. This includes:
    - written confirmation authorising the signatory of the Proposal to commit the Consultant;
    - declaration of conflict of interest, if any.
- Section 7 should not include any promotional material, brochures, etc.
- 5.6 No mention of your commercial response should be made anywhere in the Technical Proposal, unless specified in the Data Sheet; non-confirmation will result in automatic disqualification of the Consultant's Proposal.
- Financial Proposal (see Annexure C)*
- 5.7 The **Financial Proposal** shall contain the following:
- a) Section 1: Confirmation of acceptance of Conditions of Contract;
  - b) Section 2: Pricing, using prescribed formats on a fees and expenses basis;
  - c) Section 3: Matters not appropriate in any other appendix including your service tax registration number (for Indian companies only). Unless otherwise specified in the Bid Data Sheet to submit the annual audited Financial Statements for the purpose of determining bidders eligibility criteria for technical evaluation, please attach a copy of your latest audited financial statements (balance sheet and profit & loss account), etc
- 5.8 An authorised representative of the Consultant shall initial all

- pages of the Financial Proposal.
- 5.9 All activities and items described in your Technical Proposal must be priced. For non-material omissions, any activities or items described in the Technical Proposal but not priced shall be assumed included in the prices of other activities or items.
- Submission instructions*
- 5.10 Consultants are expected to carefully review the contract provisions attached in the RFP for preparation of their Technical and Financial Proposals.
- 5.11 The Consultant shall submit both Technical and Financial Proposals using the appropriate submission sheets provided in Annexure B: Technical Proposal Submission Forms and Annexure C: Financial Proposal Submission Forms. These forms must be completed without any alteration to their format, and no substitutes will be accepted. All fields shall be completed with the information requested.
- 5.12 Consultants are required to submit their Technical and Financial Proposals in hard copy, and in soft copy in separate CDs, in Adobe Acrobat (PDF) format only. The respective CDs should be enclosed in the sealed envelopes for Technical Proposal and Financial Proposal, as specified in the Data Sheet. The number of hard copies to be submitted is specified in the Data Sheet.
- 5.13 In case of discrepancies between the soft copy and the hard copy, the hard copy will be considered the binding version.
- Taxes*
- 5.14 The Consultant may be subject to taxes (such as: Service tax, value added or sales tax, duties, etc) on amounts payable by the Client under the Contract. Such amounts should be included by the consultant as required in Annexure C, FIN 1 indicating the nature and rate of tax.
- Proposal prices*
- 5.15 All prices should be valid for the duration specified in the Data Sheet.
- 5.16 All prices quoted should be inclusive of the price structure as specified in the Data Sheet.
- 5.17 Prices quoted by the Consultant shall be fixed during the Consultant's performance of the Contract and not subject to variation on any account, unless otherwise specified in the Data Sheet.
- Currency of the Proposal*
- 5.18 Proposal prices shall be quoted in Indian Rupees.
- Proposal validity*
- 5.19 Proposals shall remain valid for the period specified in the Data Sheet commencing with the deadline for submission of Technical and Financial Proposals as prescribed by the Client.
- 5.20 A Proposal valid for a shorter period shall be considered non-responsive and will be rejected by the Client.
- 5.21 In exceptional circumstances, prior to the expiration of the proposal validity period, the Client may request Consultants to extend the period of validity of their Proposals. The request and the responses shall be made in writing. A Consultant may refuse the request. A Consultant granting the request shall not

- be required or permitted to modify its Proposal.
- 5.22 During the Proposal validity period, Consultants shall maintain the availability of experts nominated in the Proposal. The Client will make its best effort to complete negotiations within this period.
- Format and signing of Proposals*
- 5.23 These instructions should be read in conjunction with information specific to the assignment contained in the Letter of Invitation, Data Sheet and other accompanying documents.
- 5.24 All Technical Proposals (original plus the number of copies specified in the Data Sheet) shall be placed in an envelope clearly marked 'TECHNICAL PROPOSAL' and 'ORIGINAL' or 'COPY No. \_#\_'. These envelopes containing the original and the copies, and the CD/ DVD, shall then be enclosed in one single envelope which shall be clearly marked and 'ORIGINAL + \_#\_ COPIES'.
- 5.25 In the event of any discrepancy between the original and the copies, the original shall prevail.
- 5.26 The Financial Proposal shall be placed in an envelope clearly marked 'FINANCIAL PROPOSAL' and 'ORIGINAL'.
- 5.27 These two envelopes should be sealed separately. If the Financial Proposal is enclosed in the envelope marked 'Technical Proposal', and vice versa, or is not sealed as per Clause 5.31, the Proposal will be rejected.
- 5.28 The original and all copies of both the Technical and Financial Proposals shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Consultant. This authorisation shall consist of a written confirmation and shall be attached to the Technical Proposal. The name and position of each person signing the authorisation must be typed or printed below the signature. All pages of the Proposal, except for unamended printed literature, shall be signed or initialled by the person signing the Proposal.
- 5.29 Any interlineation, erasures, or overwriting shall be valid only if signed or initialled by the person signing the Proposal.
- 5.30 All bids must contain original copies of the Technical and the Financial Proposal as described in the Data Sheet.
- Sealing and marking of Proposals*
- 5.31 The two envelopes containing the Technical and Financial Proposals shall be sealed in an outer envelope. This outer envelope shall be sealed, and signed over the seal, and will be clearly labelled with:
- a) Title of Consulting Services;
  - b) RFP Number;
  - c) Deadline for Submission; and
  - d) Address of the Consultant.
- In addition, envelopes shall bear the following directions:
- e) Address for submission of Proposals as specified in the Data Sheet.
  - f) On outer envelope containing Technical and Financial Proposals: 'DO NOT OPEN EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE'.
  - g) On inner envelopes containing the Technical



- proposal:, 'DO NOT OPEN BEFORE \_\_\_\_\_ (insert date and time for the opening of Technical Proposals as specified in the Data Sheet)'; and
- h) On inner envelopes containing the Financial Proposal: 'DO NOT OPEN UNTIL THE OPENING OF FINANCIAL PROPOSALS'.
- 5.32 If any envelope is not sealed and marked as instructed, the Client will assume no responsibility for the misplacement or premature opening of envelopes.
- Deadline for submission of Proposals*
- 5.33 Proposals must be submitted to the address specified on the Data Sheet and delivered on or before the time specified in the Data Sheet.
- 5.34 The Client may, at its discretion, extend the deadline for the submission of Technical and Financial Proposals by amending the RFP in accordance with Clause 2.2, in which case all rights and obligations of the Client and Consultants subject to the previous deadline shall thereafter be subject to the deadline as extended.
- 5.35 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation and ranking of Proposals, and recommendation for award of Contract, may result in the rejection of the Proposal.
- Late Proposals*
- 5.36 The Client will not consider any Proposal that arrives after the deadline prescribed by the Client for submission of Proposals in the Data Sheet. Any Proposal received after the respective deadline for submission shall be declared late, rejected, and returned unopened to the Consultant.
- Withdrawal of Proposals*
- 5.37 A Consultant may withdraw its Proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by an authorised representative, and including a copy of the authorisation document. The Withdrawal Notice must be:
- a) submitted in accordance with Clause 5.31 and the respective envelopes shall be clearly marked 'WITHDRAWAL'; and
- b) received by the Client prior to the deadline prescribed by the Client for submission of Proposals.
- 5.38 Proposals that are withdrawn in accordance with Clause 5.37 shall be returned unopened to the Consultant.
- 5.39 No Proposal shall be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified in the Data Sheet or any extension thereof, except in the case of a request by the Client to extend the Proposal validity.
- 6 Opening of Proposals**
- 6.1 The Client will open Technical Proposals in the presence of Consultants' representatives who choose to attend, at the address, date and time specified in the Data Sheet as the deadline for submission.

*Opening of  
Technical  
Proposals*

- 6.2 First, envelopes marked 'WITHDRAWAL' will be opened, read out, and recorded, and the envelope containing the corresponding Technical and Financial Proposals will not be opened, and will be returned unopened to the Consultant. No Proposal shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorisation to request withdrawal and is read out and recorded at the opening of Technical Proposals.
- 6.3 All remaining envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded:
  - i. the name of the Consultant; and
  - ii. any other details as the Client may consider appropriate.
- 6.4 Only Technical Proposals read out and recorded at Proposal opening shall be considered for evaluation. No Proposal shall be rejected at the opening of Technical Proposals except for late Proposals, in accordance with Clause 5.36.
- 6.5 The Client shall prepare a record of the opening of Technical Proposals that shall include the name of Consultants and indicate whether there is a withdrawal. The Consultants' representatives who are present will be requested to sign the record. The omission of a Consultant's signature on the record shall not invalidate the contents or effect of the record. A copy of the record may be distributed to all Consultants in writing or through standard electronic means.
- 6.6 Technical Proposals which are rewarded the minimum qualifying marks according to the evaluation criteria provided in Clause 7.7 below shall qualify for opening of Financial Proposals.

- Opening of Financial Proposals*
- 6.7 The Financial Proposals of all non-qualifying Consultants will be returned unopened after signing of the Contract with the winning Consultant.
- 6.8 Under QCBS, all Consultants with qualifying Technical Proposals shall be informed in writing, or through standard electronic means, of the date and place for public opening of their Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.
- 6.9 At the public opening of Financial Proposals, the Financial Proposals of all qualifying Technical Proposals shall be opened one at a time by the Client and the following read out and recorded:
- i. the name of the Consultant;
  - ii. prices; and
  - iii. any other details the Client may consider appropriate.
- 6.10 Only Financial Proposals read out and recorded at the opening of Financial Proposals shall be considered for evaluation. No Proposal shall be rejected at the Financial Proposal opening.
- 6.11 The Client will prepare a record of the opening of Financial Proposals. The Consultants' representatives who are present will be requested to sign the record. The omission of a Consultant's signature on the record shall not invalidate the contents or effect of the record. A copy of the record may be distributed to all Consultants in writing or through standard electronic means.
- 6.12 All Financial Proposals shall be scrutinised for any non-conformity, and modifications, if any, shall be made in accordance with Clause 7.5.
- 7 Evaluation of Proposals**
- 7.1 Information relating to the examination, evaluation, comparison, and post-qualification of Proposals, and recommendation of Contract award, shall not be disclosed to Consultants or any other persons not officially concerned with such processes until information on Contract award is communicated to all Consultants.
- Undue influence*
- 7.2 Any attempt by a Consultant to influence the Client in the examination, evaluation, comparison, and post-qualification of the Proposals or Contract award decisions may result in the rejection of its Proposal.
- Clarification of Proposals*
- 7.3 To assist in the examination, evaluation, comparison and post-qualification of Proposals, the Client may, at its discretion, ask any Consultant for a clarification of its Proposal. Any clarification submitted by a Consultant that is not in response to a request by the Client shall not be considered. The Client's request for clarification, and the response, shall be in writing. No change in the prices or substance of the Proposal shall be sought, offered, or permitted, after the opening of Financial Proposals, except to confirm the correction of arithmetic errors discovered by the Client in the evaluation of the Proposals, in accordance with Clause 7.5, if required.
- Non-conformities,*
- 7.4 The Client may waive any non-conformity or omission in a

<i>Errors and omissions</i>		technically qualifying Proposal that does not constitute a material deviation.
	7.5	The Client will correct arithmetical errors during evaluation of Financial Proposals on the following basis: <ul style="list-style-type: none"><li>i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;</li><li>ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</li><li>iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.</li></ul>
	7.6	If the winning Consultant does not accept the correction of errors, its Proposal shall be disqualified
<i>Evaluation of Technical Proposals</i>	7.7	The evaluation committee shall evaluate the Technical Proposals on the basis of pre-set criteria as outlined in the Bid data Sheet.
<i>Qualification of Technical Proposals</i>	7.8	After the technical evaluation is completed, under QCBS the Client shall notify, in writing, Consultants whose Technical Proposals receive a mark of 700 or higher, indicating the date, time, and location for opening of Financial Proposals.
<i>Evaluation of Financial Proposals</i>	7.9	When Quality and Cost Based Selection (QCBS) method is used: <ul style="list-style-type: none"><li>i. To allow comparison on a common basis, each Financial Proposal will be carefully scrutinised and an Estimated Total Price (ETP) will be determined. The Financial Proposal with the lowest ETP will receive the maximum score of 1,000 marks. The score for each other Financial Proposal will be inversely proportional to its ETP and will be computed as follows: <math>S_f = 1,000 \times F_m / F</math> where: S<sub>f</sub> is the financial score of the Financial Proposal being evaluated, F<sub>m</sub> is the ETP of the lowest priced Financial Proposal, F is the ETP of the Financial Proposal under consideration.</li><li>ii. Following completion of the evaluation of Technical and Financial Proposals, the final ranking of the Proposals will be determined. This will be done by applying a weight of 0.80 (80%) and 0.20 (20%) respectively to the technical and financial score of each evaluated qualifying Technical and Financial Proposal and then computing the relevant combined total score for each Consultant.</li></ul>
	7.10	The highest ranked Consultant based on the cumulative

		technical and financial evaluation ranking will be invited for negotiations.
	7.11	Financial Proposals are expected to be within the budget, if specified in the Data Sheet.
	7.12	If the Least Cost Selection (LCS) method is used (see point 2 on the Data Sheet), the Client will select the lowest Financial Proposal of those Consultants whose Technical Proposals have qualified.
	7.13	Financial Proposals are expected to be within the budget, if specified in the Data Sheet.
<i>Client's right to accept any Proposal, and to reject any or all Proposals</i>	7.14	The Client reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to the Consultants.
<b>8 Award of Contract Notification</b>	8.1	Prior to the expiration of the Proposal validity period, the Client shall notify the successful Consultant, in writing, that its Proposal has been accepted. At the same time, the Client shall notify all other Consultants of the results of the bidding.
	8.2	Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
<i>Negotiations</i>	8.3	The successful Consultant will be informed in writing of the date, place and time for negotiations/clarifications, if any. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
	8.4	The successful Consultant will confirm in writing its participation in negotiations and ability to adhere to its Technical and Financial Proposals within five (5) days of receiving the notice in accordance with Clause 8.3.
	8.5	Negotiation will include both technical and financial negotiation, depending on the needs of the Client.
<i>Availability of personnel</i>	8.6	The Consultant shall confirm the availability of all personnel as indicated in its Proposal.
	8.7	The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable, or for reasons such as death or medical incapacity. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and must be submitted to the Client within the period of time specified in the Letter of Invitation to negotiate.
	8.8	Failure to meet either of these requirements may result in disqualification.

<i>Signing of Contract</i>	8.9	Promptly after notification, the Client shall send to the successful Consultant the Contract and the Special Conditions of Contract (draft attached in this RFP).
	8.10	Pursuant to negotiations, the successful Consultant shall sign, date, and return the Contract, along with necessary supporting documents, to the Client.
	8.11	All formalities of negotiation and signing of contract will be completed within twenty-five (25) days of notification of award.
<i>Start date</i>	8.12	The Consultant is expected to commence the Services on the date and at the location specified in the Data Sheet.

## **Annexure B: Technical Proposal Submission Forms**

### **Tech 1: Covering Letter**

[Location, Date]

To: [Name and address of Client]

Commissioner  
UADD

Government of Madhya Pradesh Bhopal

Dear Sir

We, the undersigned, offer to provide the Consulting Services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope<sup>1</sup>.

We hereby declare that we have read the Instructions to Consultants included in the RFP, and abide by the same, and specifically to conditions mentioned in Section 1.5 to 1.8. [In case of any declaration, reference to concerned document attached must be made].

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

We confirm that all personnel and/or sub-consultants named in the tender will be available to undertake the services.

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

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

Yours faithfully,

Authorised Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

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<sup>1</sup> If applicable

## Tech 2: Project Detail Sheet

<b>Assignment name:</b>	<b>Approx. value of the contract (in current Rs):</b>
<b>Country:</b>	<b>Location within Country:</b>
<b>Name of Client:</b>	<b>Total N<sup>o</sup> of person-months of the assignment:</b>
<b>Address of Client:</b>	<b>Approx. value of the services provided by your firm under the contract (in current Rs.):</b>
	<b>No of person-months provided by your firm:</b>
<b>Start date (month/year):</b>	<b>No of professional person-months provided by the JV partners or the Sub-Consultants:</b>
<b>Completion date (month/year):</b>	
<b>Name of Joint Venture partner or sub-Consultants, if any:</b>	
<b>Name of Senior Staff (Project Director/Coordinator, Team Leader) involved from your firm and functions performed indicated whether regular full-time employees of your firm or part-time/independent<sup>2</sup></b>	
<b>Narrative description of Project in brief:</b>	
<b>Description of actual services provided by your firm in the assignment:</b>	

**Name of Firm:**

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



## Tech 2A: Approach and Methodology

In this section, the bidder is expected to provide a description of the overall approach and methodology proposed for carrying out the tasks proposed in this assignment. The overall length of this section should not exceed twenty pages, and may cover the following aspects:

- a. Comments on the terms of reference: This would include an appreciation of the terms of reference, and an understanding of what is expected as the overall result of the exercise, and salient considerations to be had.
- b. Management competency: This should highlight how the bidder proposes to maintain quality and timeliness of deliverables, apart from managing performance issues, and specifically in the case of JV or consortia, consistency in the work of all JV/ consortium partners
- c. Approach & methodology: This should highlight the understanding of the issues, problem, functionalities and the approach and solutions proposed by the bidder
- d. Teaming structure: This should explain why and how the proposed team is likely to deliver the desired performance. It shall necessarily include:
  - (i) A work plan represented as a Gantt chart or a similar form
  - (ii) Schedule of deployment of personnel over the contract period
  - (iii) An explanation of who is meant to do what within the team
- e. Anticipated risks and mitigation measures: This section would detail out the nature and likelihoods of risks anticipated in discharging the responsibilities in the assignment and how or what kind of measures are proposed insofar as meeting them.

### Tech 3: Curriculum Vitae (CV) for Proposed Experts

**NAME**

**DATE OF BIRTH**

**NATIONALITY**

**EDUCATION** [year] [name of institution and degree]

**MEMBERSHIP OF  
PROFESSIONAL  
ASSOCIATIONS**

**COUNTRIES OF WORK  
EXPERIENCE**

**LANGUAGES**

**PROFESSIONAL BACKGROUND**

[description]

**EMPLOYMENT RECORD**

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

**PROFESSIONAL EXPERIENCE**

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

... ..  
... ..

Certification:

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

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

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

[*Signature of expert or authorised representative*]

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[*Name of Expert/Authorised signatory*]

Date:

Place:

### Tech 4: Expert Team and Summary of CV Information

<b>Family Name, First Name</b>	<b>Firm Acronym</b>	<b>Position Assigned</b>	<b>Task Assigned</b>	<b>Employment Status with Firm (full-time, or other)</b>	<b>Education/ Degree (Year / Institution)</b>	<b>No. of years of relevant project experience</b>	<b>CV signature by (expert/ other)</b>

## Annexure C: Financial Proposal Submission Forms

### Fin 1: Summary of Costs

Project Title:

S. No	Item	Cost (INR)
1.	Total Professional Fees (FIN 2)	
2.	Out of Pocket Expenses (FIN 3)	
3.	Discount (if any)	
4.	Service Tax	
	<b>TOTAL<sup>3</sup> Contract Cost (including tax)</b>	

(Please indicate Amount in Words – including tax):

### Fin 2: Personnel Inputs and Professional Fee Rates

Project Title:

S.No	Name	Position	Employment Status	Input Month	Rate (INR)	Cost (INR)
	<b>TOTAL (A)</b>					

<sup>3</sup> This amount will be used for financial evaluation

### Fin 3: Out of Pocket Expenses

[Out of pocket expenses should be shown separately in the format set out below using separate sheets to provide full details under each heading. Quoting of lump sum costs is discouraged. Unit prices should be quoted for such items as air fares (stating the class of fare envisaged), subsistence, property rents, local transport (where this is to be provided by the Consultants), etc.] **For quantities refer to TOR**

Project Title:

<b>B</b>	<b>EXPENSES</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Cost without tax</b>	<b>Tax Applicable</b>	<b>Cost inclusive of tax</b>
<b>B1</b>	<b>Fee</b>						
1	Team Leader	Weeks					
2	Field Staff (4 nos.)	Weeks					
	<b>Total Fee</b>						
<b>B2</b>	<b>Travel</b>	<b>Unit</b>					
1	In project area ( including field support staff travels)	Lumpsum					
2	Train fares	Lumpsum					
	<b>Total Travel</b>						
<b>B3</b>	<b>Office &amp; Equipment</b>	<b>Unit</b>					
1	Communication	Weeks					
2	Utilities	Weeks					
3	Rental	Weeks					
	<b>Total Equipment</b>						
<b>B4</b>	<b>Miscellaneous</b>	<b>Unit</b>					
1.	Report Production	lumpsum					
2.	<b>Any other</b>	lumpsum					
	<b>TOTAL Miscellaneous</b>						
<b>B</b>	<b>TOTAL EXPENSES</b>						

## Annexure D: Terms of Reference (TOR)

### 1. Brief Description of task:

DFID has been supporting Government of Madhya Pradesh (State Government) Madhya Pradesh Urban Services for the Poor (MPUSP) program (2006-12) in 14 cities to enhance government capacity and strengthen institutional capacity to deliver sustainable access to effective services for the urban poor.

State Government and DFID have now agreed for a second phase of programme which aims to build on the success of MPUSP and support State Government scale-up high impact successful MPUSP interventions. This phase of the programme is Madhya Pradesh Urban Infrastructure Investment Programme (MPUIIP) and be a two year programme (2013-2015).

The objectives of the programme are to deliver the following outputs:

1. Better facilitation and operationalisation of private sector investment in urban basic services
2. Improved transparency and accountability of ULB functioning especially for women
3. Greater financial security from land for poor people
4. Clean and more efficient urban basic services

A list of interventions with respect to each of the above outputs is placed below. Bidders are advised to familiarize themselves with the interventions, baselines and contexts through any literature publicly available to them. The logical framework of the project can also be referred to in Appendix I.

In accordance with agreed modalities for externally aided projects, a robust monitoring and evaluation framework has been proposed for this project.

### 2. Objective

The key objective of this ToR is to delineate the tasks for one or more agencies which may be deployed for the said forms of monitoring. The purpose of this RfP is to engage firms for the following two packages:

<b>Package A</b>	Benefit monitoring and evaluation (BME) of water and sanitation provision, featuring baseline, mid-term, and end-term assessments
<b>Package B</b>	Development of a project monitoring system to report on the progress of key outputs

A bidder shall be considered for award of only one package, either package A or package B. If a bidder applies for both packages, both bids will be evaluated. If such bidder emerges as the preferred bidder in either package, such bidder will be expected to choose one package, and the other package will be awarded to the next successful bidder for such package. The successful bidders for the two packages would require interacting with each other to synchronize their monitoring requirements. The specific scope of work(s) for each of the packages is as below:

### 3. Scope of work

#### 3.1. Package A: Benefit monitoring and evaluation (BME) of water and sanitation provision, featuring baseline, mid-term, and end-term assessments

The selected vendor, in consultation with the UADD and DfID shall:

1. Develop a correlation model between improved health outcomes with improved water and sanitation models using data from literature documented internationally and identify a set

of parameters that are being monitored in the case of the interventions under MPUIIP in order to use as a basis for benefit monitoring. This set will related and verified with the parameters identified by the vendor/ agency selected for package B.

2. Identify a suitable sample from the areas where the proximal interventions are being made under MPUIIP. Since most of the proximal interventions are being made at a wide area level and not at settlement level (viz. slums), the vendor would require identifying such sample (number as well as areas) in discussion(s) with the State Government. Around 300,000 households are expected to be benefitted from the initiatives on improving access to clean water. It is suggested that about 1 per cent sample size (i.e. about 3,000 households spread over 14 cities) will be considered for assessing the benefits.
3. Develop a set of beneficiary level indicators related to health and other well-being parameters which are expected to result from the improvements in water supply and sanitation, and identify suitable points from where they can be captured (viz. the health Department, primary health centres). These indicators may be divided into:
  - a. Primary impact – which is caused directly on account of the interventions (viz. reduction in incidences of enteric disease)
  - b. Secondary impact – which is caused by the primary impact (viz. increased number of workdays and income resulting from reduced disease burden).
4. Select a sample of respondents from settlements not affected by the interventions and also monitor the same using the same set of parameters as above. This will be done for the purpose of comparing results between ‘control’ and ‘treatment’ groups. The size of the control and treatment groups should be comparable.
5. Document, articulate and assign weightage to confounding factor(s) which may prevent delivery of interventions resulting into real benefits. For instance, if direct benefits of improved water supply and/or sanitation does not indicate a corresponding reduction in water borne diseases, factors such as contaminated food items (caused due to microbial action on improperly stored food at household level) may be responsible. However, if this is not covered by the intervention and it would be considered as a ‘confounding factor’.
6. Develop a monitoring schedule for such beneficiary level indicator(s) and capture data as per the same. The modalities may include referring to authenticated epidemiological data, surveys of respondents corresponding to the sample size and situated within the command area of the interventions.

### 3.2. Deliverables

1. Submit reports as per specified schedule, which provide both qualitative as well as quantitative assessments of benefits accrued to the sample on account of interventions made in water & sanitation.

Deliverable	Indicative Content	Due date
<b>Inception report</b>	<ol style="list-style-type: none"> <li>1. Modified understanding of the engagement after discussions with the Client; including an understanding of how the proposed interventions under MPUIIP in the case of water &amp; sanitation are likely to work.</li> <li>2. Review of National &amp; international literature on correlation of health and other human development incomes and improved water &amp; sanitation, role of confounding factors. This will be used to determine what model of assessment (processes and indicators) is likely to apply in the case of the interventions under MPUIIP.</li> <li>3. Validation (through discussions with UADD, TC team and DfID representatives),</li> </ol>	One month after signing the contract.



<b>Deliverable</b>	<b>Indicative Content</b>	<b>Due date</b>
	<p>appreciation &amp; critique of theory of change model as originally anticipated in the case of MPUIIP for interventions;</p> <p>4. Proposed model(s) / indicators for correlating outputs from interventions in MPUIIP to health outcomes.</p>	
<b>Data capture plan and modalities</b>	<p>1. Beneficiary level indicators and their relation to the monitoring indicators being captured under package B (and selected by the agency as a basis for beneficiary level indicators);</p> <p>2. Sample areas (both control as well as treatment) apart from sampling plan and potential data capture points,</p> <p>3. techniques (questionnaires and templates) as well as sampling frequency,</p> <p>4. Anticipated confounding factors and their impact on benefits effectiveness.</p>	Within two weeks after submission of the inception report.
<b>Baseline report</b>	<p>1. Quantitative and qualitative assessments drawn from field level surveys prior to commissioning of interventions.</p> <p>2. Risk assessments for confounding factors (possible events and probability of occurrence)</p> <p>3. Perception of beneficiaries with respect to the interventions.</p> <p>4. Checklist for monitoring indicators</p>	Within four weeks after acceptance of the data capture plan and modalities
<b>Half-yearly benefit monitoring report</b>	<p>1. Similar to baseline report, except that instead of a checklist for monitoring indicators (for perusal by vendor of package B), there will be a prognosis of whether the benefits of the intervention are likely to be realized keeping in view the current trends of delivery and the priorities/ perceptions of the proposed beneficiaries.</p>	Three months after acceptance of the baseline report, and then every six months after that.
<b>Mid-term report</b>	<p>1. Performance against the indicators with clear comparison to baseline.</p> <p>2. Assessment of confounding factors as to the risks they pose towards realizing the benefits</p>	Around third quarter of 2014 (dates to be determined by UADD)
<b>Endline report</b>	<p>1. Performance against the indicators with clear comparison to baseline and midterm. Compiled abstract of and trends from half-yearly BM reports along with a review of whether the outputs as were originally conceived and interventions so made, in addition to any changes that may have been made over the course of the project have corresponded with the benefits as (1) perceived by beneficiaries, (2) benchmarks/ desired results.</p>	Around third quarter of 2015 (dates to be determined by State Government and Dfid)

Deliverable	Indicative Content	Due date
	2. Confounding factors and to the extent their effects were mitigated.	

2. Conduct three workshops, held in a span of between six to eight months to discuss the findings of the reports submitted, corroborating findings from package B, and discussing possible interventions to improve the reach and extent of benefits. The suitable points could be (i) discussion regarding the baseline(s) and the correlation model(s), (ii) interim – concurrent with the interventions, where benefits appear to be originating from the intervention, and (iii) endline state of benefits, after the interventions have been completed. These would be attended by representative of State Government, each of the fourteen Municipal Corporation(s) covered under MPUIIP, DfID and other representatives as determined by the State Government (including civil society representatives & academia). The selected vendor or agency shall extend this monitoring exercise to each of the fourteen municipal entities covered under MPUIIP, and will present both data & findings disaggregated in terms of (but not necessarily restricted to):
- a. Control and treatment groups
  - b. City-wise
  - c. Gender & age (in case of individual respondents only)
  - d. Size and type of sample households (the term ‘type’ can include ethnicities, different MPCE bands, household size and composition etc.)

### 3.3. Package B: Development of a project monitoring system to report on the progress of key outputs of MPUIIP

The selected vendor, in consultation with the State Government and DfID shall:

1. Study the MPUIIP logical framework of the project along with the work plan as agreed by UADD.
2. For each of the group of interventions, obtain an understanding of the processes involved.
3. The tentative timelines for each intervention under MPUIIP is given below:

Intervention	Milestones
<b>Automated building plan approval system</b>	<ul style="list-style-type: none"> <li>• October 2013 – roll-out in five cities</li> <li>• December 2013 – full scale operationalization</li> </ul>
<b>Operationalizing of Madhya Pradesh Urban Infrastructure Fund</b>	<ul style="list-style-type: none"> <li>• By December 2013 – draft fund rules, disbursement etc. in place for approval</li> <li>• By December 2013 – Interim Support Arrangement successfully identifies 3 projects</li> <li>• By December 2013 – PPP cell operationalized</li> <li>• By March 2014 – Commissioning of some projects where fund deployment can take place</li> <li>• By December 2014 – Interim Support Arrangement successfully identifies 3 more projects</li> <li>• By December 2014 – constitution of Madhya Pradesh Urban Infrastructure Development Corporation</li> <li>• By December 2015 – leveraging of additional capital funds for MPUIDFC and recharge of primary corpus for MPUIF</li> </ul>
<b>Roll out of E-Nagarpalika</b>	<ul style="list-style-type: none"> <li>• 8 months after contract award – 1 Corporation, 1 Council and 1 Nagar Parishad</li> <li>• 12 months after contract award – Indore, Gwalior, Ujjain</li> <li>• 18 months after contract award – 10 towns (Jabalpur, Dewas, Sagar, Satna, Ratlam, Rewa, Katni, Singrauli, Burhanpur, Khandwa)</li> <li>• 24 months after contract award – all remaining towns</li> </ul>
<b>Property tax administration system using GIS based model</b>	<ul style="list-style-type: none"> <li>• 8 months after contract award – development of GIS base maps of five towns</li> <li>• 12 months after contract award – verification of property level data</li> <li>• 18 months – development of application and updation of demand registers</li> <li>• 24 months – one cycle of property taxes collected for five towns, roll-out strategy ready for other towns.</li> </ul>
<b>Energy audit and promotion of low carbon projects</b>	<ul style="list-style-type: none"> <li>• By February – energy audits performed for four towns</li> <li>• By March 2014 – identification of areas to take up energy reduction projects</li> <li>• By May 2014 – project structures identified and bid process management in progress</li> <li>• By December 2014 – bidder in place to carry out energy saving projects through PPP in all four</li> </ul>

	<p>municipalities</p> <ul style="list-style-type: none"> <li>• By December 2015 – one cycle of energy savings certified and benefits passed on to host municipal bodies</li> </ul>
<b>Water supply</b>	<ul style="list-style-type: none"> <li>• By end of December 2013 – commissioning of works related to reduction of non-revenue water in five towns</li> <li>• By end of December 2013 - Identification and technical assessment of one 24 x 7 water supply in one identified town</li> <li>• By March 2014 – commissioning of solar powered water filtration systems in five slums of Bhopal &amp; Indore</li> <li>• By June 2014 – floating of EPC or PPP contracts for 24 x 7 water supply in pilot zone</li> </ul>
<b>Urban planning</b>	<ul style="list-style-type: none"> <li>• By end of December 2013 – primary draft of new common Municipal law for the State in place for discussions</li> <li>• By March 2014 – application mechanism of different laws for (1) quantifying ‘property’, (2) defining ‘rights’ and (3) specifying assignee (women) in place</li> <li>• By May 2014 – actual amendments to existing laws as may be necessary to bring alignment between Municipal law and security of tenure</li> <li>• By May 2014 – deliberations on unified municipal law</li> <li>• By October 2014 – toolkit ready for application in RAY projects</li> <li>• By December 2014 – pilot project selected for tool deployment</li> </ul>
<b>Safe City Initiative</b>	<ul style="list-style-type: none"> <li>• By December 2013 – implementing agencies at the state level contracted and inducted</li> <li>• Programme rollout for 24 months starting from January 2014</li> <li>• By December 2014- a proportion of women collectives (out of 2500 women) will be organized and strengthened to improve their grading</li> <li>• By end December 2013- 1250 youth group members will be identified who will participate in programme</li> <li>• By end December 2014 - 125 youth ambassadors will be identified and oriented on VAW (violence against women)</li> <li>• By December 2015 – 1250 youth group members will be trained to address VAW and take actions in their community</li> <li>• By December 2014 - 50% representatives of women collectives in intervention slums oriented on VAW</li> <li>• By December 2015, 2500 women in collectives will be sensitized on issues relating to VAW and made aware of available support services.</li> </ul>

	<p><b>Output indicators</b></p> <ul style="list-style-type: none"> <li>• Increase in proportion of women and young men who can cite at least one action they have taken in last 3 months to prevent or respond to VAW or protect women's rights</li> <li>• Increase in Proportion of women and young men who are aware of services available and how to access them</li> <li>• Proportion of cases of violence reported to women's groups in intervention sites that are followed up by the group</li> <li>• Decreased alcohol abuse among men and boys in intervention sites</li> <li>• Increased understanding of ULB Nodal Officers and CDOs of their understanding and mandate in addressing VAW</li> </ul>
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4. Using the objectively verifiable indicators (OVIs) in the logical framework and the deliverables of the various interventions as above, develop a set of **interim monitoring indicators** along with their desired benchmarks.
5. Identify a suitable sample from the areas where the proximal interventions are being made under MPUIIP. Since most of the proximal interventions are being made at a wide area level and not at settlement level (viz. slums), the vendor would require to identify such sample in discussion(s) with the UADD, TC team and DfID. The targets of the programme is given in the logframe. Identify suitable points from where the data for the interim indicators can be captured, and arrange to have data captured at regular intervals.

### 3.4. Deliverables

1. Submit reports as per specified schedule, which provide both qualitative as well as quantitative assessments of progress made against the various components with respect to different outcomes.

Deliverable	Content	Expected delivery by
<b>Inception report</b>	<ol style="list-style-type: none"> <li>1. Modified understanding of the engagement after discussions with the Client,</li> <li>2. Appreciation/ critique of the theory of change model applied in the case of MPUIIP for interventions,</li> <li>3. Considerations for development of interim indicators</li> </ol>	One month after signing the contract
<b>Monitoring indicators</b>	<ol style="list-style-type: none"> <li>1. List of interim monitoring indicators proposed &amp; benchmarks</li> <li>2. Theory of change applied and linkage of the interim indicators to the logical frame OVIs</li> <li>3. Collection points and schedule of collection of data.</li> </ol>	Within two weeks after submission of the inception report.
<b>Baseline report</b>	<ol style="list-style-type: none"> <li>1. Situation of interim indicators prior to interventions being taken up</li> <li>2. Prognosis of values of interim indicators insofar as meeting of OVI benchmarks are concerned.</li> <li>3. Risk factors and probabilities</li> </ol>	Within four weeks after acceptance of the monitoring indicators.

Deliverable	Content	Expected delivery by
<b>Quarterly reports of interim indicators and actual OVIs as per logical frame</b>	<ol style="list-style-type: none"> <li>1. Reports of interim indicators as assessed on appointed day (quarter ending)</li> <li>2. Interpretation of indicators in terms of likelihood of meeting OVIs</li> <li>3. Risk log and issue log</li> </ol>	Every quarter after acceptance of baseline reports
<b>Mid-term report</b>	<ol style="list-style-type: none"> <li>4. Trends analysis of interim indicators</li> <li>5. Risk and issue logs</li> <li>6. Review of OVIs and weightages assigned to the various activities and outputs.</li> <li>7. All other features of the quarterly reports</li> </ol>	Around third quarter of 2014 (dates to be determined by UADD)
<b>End term report</b>	<ol style="list-style-type: none"> <li>1. Whether OVIs have been met or not</li> <li>2. Correlation of the trends observed in the interim indicators to the final OVIs</li> <li>3. Risks and issues realized.</li> <li>4. Cost &amp; time overruns, where any indicated or expected.</li> </ol>	Around third quarter of 2015 (dates to be determined by State Government and DfID)

2. The vendor is also expected to participate and contribute to the three workshops organized under package A.

#### 4. Personnel requirements

##### Package A: Benefit monitoring and evaluation (BME) of water and sanitation provision, featuring baseline, mid-term, and end-term assessments

Type of member	Qualifications, experience & expected tasks to be performed	Expected inputs
<b>Team leader</b> Team Leadership: 100 marks Team leader: 150 marks	Medical doctor preferably with a specialization in public health/ preventive and social medicine Experience of at least 12 years or above in similar assignments regarding benefit monitoring, epidemiological profiling for enteric diseases Expected to lead the entire assignment, develop BM indicators, assess findings from data captured including ruling out reporting anomalies etc. Also responsible for authoring of the reports et al.	30 days over the duration of engagement
<b>Statistical expert (1 no.)</b> Marks - 150	Advanced University degree in statistics Experience of at least 10 years or above in similar assignments regarding correlational models in health outcomes and basic services, epidemiological profiling for enteric diseases Expected to conduct a series of statistical models to assess the robustness of the benefit models; also clearly differentiate between control and treatment areas.	60 days over the duration of engagement
<b>Engineering Expert</b>	Bachelors Degree with atleast 10 years of experience in similar assignments.	30 days over the duration of

Type of member	Qualifications, experience & expected tasks to be performed	Expected inputs
Marks - 100		engagement
<b>Field research associates</b> <b>(CV not to be evaluated)</b>	Graduate or post graduate in any discipline with experience of two to three years, preferably in a research/ data collection environment. Expected to conduct field surveys and assist in collation of data.	As many as may be necessary to cover the said sample. The estimated 'sample' can be assessed from point 2 of sub-para 3.1 above.

**Package B: Development of a project monitoring system to report on the progress of key outputs**

Type of member	Qualifications, experience & expected tasks to be performed	Expected inputs
<b>Team leader, monitoring expert</b> Team Leadership: 50 marks Team leader: 100 marks	Management professional with experience of at least 12 years or above in similar assignments regarding concurrent monitoring or logical framework based assignments and developmental MIS systems Expected to lead the entire assignment, develop interim indicators, assess findings from data captured including ruling out reporting anomalies etc. Also responsible for authoring of the reports et al.	60 days over the duration of engagement
<b>Engineering expert</b> Marks - 60	Advanced degree in civil or public health engineering with specialization in water supply Experience of at least 10 years or above in monitoring engineering works – especially related to performance improvement and reduction of non-revenue water. Expected to assist team in monitoring of all interventions related to engineering (water supply)	20 days over the duration of engagement
<b>Energy expert</b> Marks - 50	Advanced degree in electrical or mechanical engineering with specialization in carbon footprint reduction/ CDM/ energy saving or GHG reducing projects. Prior experience in design or evaluation of CDM/ energy saving or GHG reducing projects. Expected to assist in monitoring and evaluation of projects	15 days over the duration of engagement
<b>Spatial planner</b> Marks - 50	Advanced degree in urban or regional planning with experience in policy analysis for inclusive planning for urban poor and vulnerable groups, exposure to planning and local Government law desirable. Experience of at least 10 years or above in monitoring impacts of spatial planning policies, practices and outcomes Expected to assist team in monitoring of all interventions related to urban planning, amendments to law, usage of planning tools etc.	20 days over the duration of engagement
<b>GIS and IT expert</b> Marks - 50	Advanced degree in IT or a specialization in remote sensing/ geomatics application Experience of 10 years or above in design and development of GIS based MIS systems, especially property taxation.	10 days over the duration of engagement

Type of member	Qualifications, experience & expected tasks to be performed	Expected inputs
	Expected to assist in review of the progress of GIS based property taxation system.	
<b>Municipal revenue and finance specialist</b> Marks - 60	Advanced university degree in any discipline, training in public finance preferable. Experience of 10 years or more in revenue generation matters related to municipal bodies through budgeting, tax administration, State transfers, commercial borrowings and fiscal reporting. Expected to assist in (1) municipal finances drawn from MPUIF or other commercial entities, (2) fiscal propriety and reporting through accounting practices, (3) taxation model in use and as translated for the GIS based property taxation system.	30 days over the duration of engagement
<b>Private sector participation specialist</b> Marks - 40	Advanced university degree in finance or management with specialization to PPP/ PSP arrangements, structure project financing. Experience in structuring projects for PPP/ PSP arrangements, bid process advisory, risk reduction etc. – mainly for municipal projects – water supply, wastewater treatment, solid waste management and urban transport. Expected to assist in the review of projects developed by the interim support arrangement, and those which are taken up for PPP/ PSP arrangements.	20 days over the duration of engagement
<b>Gender Specialist</b> Marks - 40	Advanced university degree in Social Sciences. 10 years experience in development sector. Experience of research, evaluation and evidence base studies. Expected to assist in reviewing the safe city initiative	20 days over the duration of engagement
<b>Field research associates (CV not to be evaluated)</b>	Graduate or post graduate in any discipline with experience of two to three years, preferably in a research/ data collection environment. Expected to conduct field surveys and assist in collation of data.	As many as may be necessary to cover the said sample. The estimated 'sample' can be assessed from the table under point 3 of sub-para 3.3 above.

Work includes carrying out the energy audit in the city and suggesting guaranteed savings in energy bills in atleast three pilot areas in each of the four cities namely – Bhopal, Indore, Jabalpur and Gwalior.

### 5. Working Arrangements:

The assignment will be contracted by the Urban Administration and Development Department (UADD) of the Government of Madhya Pradesh. The contracted staff will report to MPUIIP (Municipal Support Unit) and will work on a day to day basis with both the MSU and MPUIIP TC Team. The Contracted Firm will be responsible for:

- Office rental and office management
- Provision of office furniture and equipment
- Materials and other office consumables



- All travel to and between office and corporations

## 6. Payment Schedule:

The total fees include travelling, lodging and boarding charges required during study, discussions and finalisation of the reports etc.

The payment shall be made in following manner,

<b>Package A</b>	<b>Package B</b>
1. 5% on approval of inception report	1. 5% on approval of inception report
2. 10% on approval of data capture plan and modalities	2. 10% on approval of monitoring indicators
3. 10% on approval of baseline report	3. 5% for each quarterly report (total 30%)
4. 10% on approval of each half yearly report (total 40%)	4. 15% on approval of baseline report
5. 15% on approval of mid term report	5. 15% on approval of mid term report
6. 20% on approval of end term report	6. 25% on approval of end term report

## Annexure E: Standard Contract Document

### MADHYA PRADESH URBAN INFRASTRUCTURE INVESTMENT PROGRAMME (MPUIIP)

#### SECTION 1: FORM OF CONTRACT

**CONTRACT FOR:** [please insert project name]

**CONTRACT NUMBER:** [Please insert project number]

**THIS CONTRACT is made**

**BETWEEN:** [UADD] (hereinafter referred to as 'the Client')

**AND:** [name of Consultant – this should be the lead firm in case of association.]  
(hereinafter referred to as 'the Consultant')

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

#### WHEREAS:

**A.** the Client requires the Consultant to provide the services as defined in Section 4 ('the Services') to Madhya Pradesh Urban Infrastructure Investment Programme on behalf of the Commissioner, UADD, Government of Madhya Pradesh ('the Client'); and

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

**IT IS HEREBY AGREED** as follows:

#### 1. Documents

This Contract comprises the following documents:

Section 1: Form of Contract

Section 2: General Conditions

Section 3: Special Conditions

Section 4: Terms of Reference

Section 5: Schedule of Prices

Section 6: Format for invoice

Section 7: Performance Guarantee

Section 8: Format for Undertaking form Firm.

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

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

#### 2. Contract Signature

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

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

**3. Commencement and Duration of the Services**

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

**4. Financial Limit**

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

**5. Time of the Essence**

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

For and on behalf of Client

Name:

Date:

For and on behalf of Consultant

Name:

Date:

Witness 1

Name:

Date:

Address:

Witness 2

Name:

Date:

Address:

## SECTION 2: GENERAL CONDITIONS OF CONTRACT

### DEFINITIONS AND INTERPRETATION

#### Definitions

- 'the Consultant' means the person(s), partnership(s) or company(ies) with whom this Contract is placed.
- 'the Consultant's Representative' means the person named in Section 3 who is responsible for all contractual aspects of the Contract on behalf of the Consultant.
- 'the Consultant's Personnel' means any person instructed pursuant to this Contract to undertake any of the Consultant's obligations under this Contract, including the Consultant's employees, agents and sub-consultants.
- 'the Client's Representative' means any entity appointed by the Client to act on the Client's behalf with regard to procurement and/or management of this Contract.
- the 'Equipment' is defined as a tangible, non-expendable property having an anticipated life of two years or more with a unit acquisition cost of Rs.10,000 or greater. Equipment includes, but is not limited to, computers, other electronic items, furniture, scientific apparatus, machinery, reference material, vehicles, as may be required for the implementation of the Services, which the Consultant cannot reasonably be expected to provide, and which are financed or provided by the Client for use by the Consultant.
- 'the Financial Limit' refers to the amount specified in Section 1 and is the maximum amount payable by the Client under this Contract.
- 'the Services' means the services set out in the Terms of Reference (Section 4).
- 'the Software' means the software designed and developed by the Consultant or the Consultant's Personnel, and includes the source code and object code along with associated documentation, which is the work product of the development efforts envisaged in the Terms of Reference. It does not include commercial off-the-shelf licensed software (except for the customisation components of such products).
- 'the Project Officer' means the person named in Section 3 who is responsible for issuing instructions and dealing with all correspondence in connection with the technical aspects of the Contract.
- 'the Contract Officer' means the person named in Section 3 who is responsible for all contractual aspects of the Contract, and to whom invoices should be sent.
- 'the City Nodal Officer' for MPUIIP means the person named in Section 3 who is responsible for ensuring coordination between the city, the Consultant and MPUIIP in the execution of the Services.
- 'Contract Documents' means the documents listed in the Contract Agreement, including any amendments thereto.
- 'Contract Price' means the price payable to the Consultant as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

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

### **Interpretation**

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

## **OBLIGATIONS OF THE CONSULTANT**

### **Obligations**

- 1.5. The Consultant shall perform all its obligations under this Contract (including the provision of the Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts.

### **Personnel**

- 1.6. All members of the Consultant's Personnel shall be appropriately qualified, experienced and in a suitable physical condition so as to ensure that the Consultant complies with all the Consultant's obligations under this Contract.
- 1.7. No changes or substitutions may be made to members of the Consultant's Personnel identified as key personnel in Section 4 of this Contract without prior written consent of the Client.
- 1.8. Replacement of personnel will only be considered under exceptional circumstances (eg: Death, Prolonged illness and on leaving the company) and will be subject to prior approval by MSU/MC. In case the firm makes more than 2 replacements in any one position per annum the following penalties apply unless otherwise specified in the Special Conditions of the contract:
  - On 1st replacement – 25% deduction of professional fee of that position from the month of replacement

- On 2nd and subsequent replacements - 40% deduction of professional fee of that position from the month of replacement
- 1.9. If the Client considers any member of the Consultant's Personnel unsuitable, the Consultant shall substitute such member as quickly as reasonably possible without direct or indirect charge to the Client with a replacement acceptable to the Client.
- 1.10. The Consultant is responsible for all acts and omissions of the Consultant's Personnel and for the health, safety and security of such persons and their property.
- 1.11. Whenever required any of the designated Consultants Personnel may be required to attend meetings with MPUIIP at Bhopal.
- 1.12. Consultant to submit an undertaking (in the prescribed format – section 8) stating that the full time consultants engaged on this contract will not be deployed on any other MPUIIP assignments.

### **Sub-Consultants**

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

### **Disclosure of Information**

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

### **Intellectual Property Rights**

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

- 1.20. For the purpose of Clause 7.2 use shall mean and include reproduction, making of derivatives, adaptations, publications and sub-licensing of all the Software and the intellectual property rights therein, but excludes commercial sub-licensing of the Software or its derivatives and adaptations.

### **Confidentiality**

- 1.21. Neither of the Parties shall, without the consent of the other, divulge or suffer or permit its officers, employees, or agents to divulge to any person (other than to any of its or their respective officers or employees who require the same to enable them to properly carry out their duties) any information concerning the operations, contracts, commercial or financial arrangements or affairs of the other Party. Both Parties agree that confidentiality obligations do not apply to:
- a) Information that is already known to third parties without breach of this Contract; and
  - b) Information that is required to be disclosed by an order of a court of competent jurisdiction or an appropriately empowered public authority, or as a result of an obligation arising under the Right to Information Act or other public disclosure law.

### **Access and Audit**

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

### **Corruption, Commission and Discounts**

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



### **Conflict of Interest**

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

### **Insurances**

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

### **Indemnity**

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

## **PRICE AND PAYMENT**

### **Applicable Provisions and Financial Limit**

- 1.32. Unless different provisions are substituted in Section 3, Clauses 1 to 9 inclusive shall apply in relation to price and payment.
- 1.33. The components which comprise the Financial Limit are set out in the Schedule of Prices, Section 5. No expenditure may be incurred in excess of the Financial Limit and no variation between components shown in the schedule of prices in Section 5 are permitted without the prior written authority of the Client Contract Officer.

### **Fees**

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

### **Invoicing Instructions**

- 1.35. Invoices should be submitted against agreed milestones or as specified at Section Five, Schedule of Payments in duplicate and in accordance with the remainder of Clause 16.
- 1.36. The Client shall unless otherwise expressly provided in Section 3 make payments due by direct credit through the India Bank Clearing Systems. All invoices must contain details of the India bank account to which payments are to be made.
- 1.37. Invoices should include a form of letterhead, the Contract reference number and bear an original signature. They should be numbered sequentially and dated, and marked

'For the attention of the Contract Officer' named in Section 3. The final invoice presented in connection with this Contract should be endorsed 'Final Invoice'.

- 1.38. Unless this Contract is on a milestone payment basis, all invoices should contain details of expenditure in accordance with Section 5 of this Contract.
- 1.39. The Client may request proof of payment in respect of any item and shall be entitled to refuse to meet a claim if this cannot be provided.
- 1.40. Any invoice not presented in accordance with the above may be rejected and in any event shall be liable to query and delay in payment. The Client reserves the right not to pay any amount due in respect of an invoice received by the Client more than 90 days after the day of the Consultant becoming entitled to invoice for the payment to which it relates.

### **Payments**

- 1.41. Subject to the Client being satisfied that the Consultant is or has been carrying out their duties, obligations and responsibilities under this Contract, sums duly approved shall be paid within 30 days of receipt of a valid invoice.
- 1.42. If for any reason the Client is dissatisfied with performance of this Contract or there has been a unreasonable delay without clients approval an appropriate sum may be withheld from any payment otherwise due. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.
- 1.43. Should the Client determine after paying for a particular Service that the Service has not been completed satisfactorily, the Client may recover, or withhold from further payments, an amount not exceeding that previously charged for that Service until the unsatisfactory Service is remedied to its satisfaction.

### **Taxes and Duties**

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

## **FORCE MAJEURE AND TERMINATION**

### **Force Majeure**

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

- 1.48. If by the end of the Suspension Period the Parties have not agreed a further period of suspension or re-instatement of the Contract, this Contract shall terminate automatically.

#### **Suspension or Termination without Default of the Consultant**

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

#### **Suspension or Termination with Default of the Consultant**

- 1.52. The Client may notify the Consultant of the suspension or termination of this Contract where the Services or any part of them are not provided to the satisfaction of the Client, giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the Consultant to remedy that dissatisfaction and the time within which it must be completed.
- 1.53. Where this Contract is suspended under Clause 21.1 and the Consultant subsequently fails to remedy the dissatisfaction, the Client may terminate this Contract forthwith.
- 1.54. The Client may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred terminate this Contract forthwith where:
- a) the Consultant or any member of the Consultant's Personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract; or
  - b) the Consultant or any member of the Consultant's Personnel has committed an offence under the Prevention of Corruption Acts 1988 or the National Security Act 1980 or in breach of Clause 10 of this Contract; or
  - c) the Consultant is an individual or a partnership and at any time:
    - a. becomes bankrupt; or
    - b. is the subject of a receiving order or administration order; or
    - c. makes any composition or arrangement with or for the benefit of the Consultant's creditors; or

- d. makes any conveyance or assignment for the benefit of the Consultant's creditors; or
  - d) the Consultant is a company and:
    - a. an order is made or a resolution is passed for the winding up of the Consultant; or
    - b. a receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Consultant.
  - e) the Consultant is a partnership or a company and there is a Change in Control. However, the Contract will continue if the Client states that it has 'no objection' to the continuation of the Contract after the Change in Control.
- 1.55. Where this Contract is terminated in accordance with this Clause, the Consultant shall without prejudice to the Client's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract.

## **GENERAL PROVISIONS**

### **Variations**

- 1.56. No variation/amendment in the terms or scope of this Contract shall be effective without the prior written consent of both Parties and recorded in writing in the form of a letter entitled '*Contract Amendment No.* '. Without such consent neither Party shall have any liability in respect of work performed outside the Services set out in Section 4.
- 1.57. Notwithstanding anything mentioned in clause 22.1 the client reserves the right to make any alterations/amendments to the terms of the contract including the 'Terms of reference' in furtherance of or to be in conformity with any relevant Government note/guidelines/notification or any other statutory/quasi statutory instrument in the nature of the aforementioned; which is/are brought in force during the subsistence of the contract. Any amendment shall only be for the stated purposes and due notice will be given by the client.

### **Assignment**

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

### **Limit of Liability**

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

### **Retention of Rights**

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

### **Law and Jurisdiction**

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

### **Amicable Settlement**

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

### **Part of the Contract**

- 1.65. The Technical Proposal, Financial Proposal and the RFP document shall be deemed to be part of this contract.

**SECTION 3: SPECIAL CONDITIONS**

**1. OFFICIAL**

**1.1. The Contract Officer is:**

Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

**1.2. The Project Officer is:**

Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

**1.3. The Consultant's Representative is:**

Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

**Additional documents to be included in this Contract**

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

**PAYMENT STRUCTURE**

The payment schedule is contained at Section 5 on Schedule of Payments

**MARKING AND DOCUMENTATION**

- i) The marking and documentation within and outside the Lot shall:
  - Madhya Pradesh Urban Infrastructure Investment Programme
  - Details of Project Officer as in 1.2 of SCC
  - Standard International Norms for Marking

**2. ARBITRATION**

The place of arbitration shall be Bhopal

**SECTION 4: TERMS OF REFERENCE AND CONSULTANTS PERSONNEL SCHEDULE**

**INTENTIONALLY LEFT BLANK**



**SECTION 5: SCHEDULE OF PRICES**

1. It is a requirement for both lump sum and input based contracts that all consultants mentioned in the proposal are present in the field in person as per the consultant's proposal and staff schedule.
2. It is also a requirement that consultants should maintain timesheets with details of inputs as well as supporting information for reimbursable costs with them as they may be asked to produce the same at a later date for project audit purposes. Only one invoice per period, as defined in Clause 16 of the General Conditions of Contract, should be submitted.
3. This is an Input/ output based lump sum contract and all payments shall be based on specified milestones as shown in the table 5 below.

**TABLE 5 PAYMENT SCHEDULE (AS PER THE TOR)**

<b>MILESTONE LINKED PAYMENT</b>	<b>PERCENT</b>	<b>AMOUNT</b>
Total contract value	100	

**Maximum Contract Value including Professional Fees and Project Expenses (Financial Limit):** *[Please insert value in number and words]*

**Note:**

Contract Value is exclusive of service tax, if any. Service tax as applicable is to be added at the time of invoicing.

Invoice format is attached.

**Terms of Payment:**

**Note:**

1. Above fee rate and item rates are inclusive of the anticipated inflationary increase over the duration of the contract and hence will not be reviewed.
2. The payment shall be released within 30 days from receipt of invoice from the Consultant subject to terms and conditions mentioned earlier in this contract.

**SECTION 6: INVOICE FORMAT**

To be given on letter head of the firm

**INVOICE**

<p><b>MADHYA PRADESH URBAN INFRASTRUCTURE INVESTMENT (MPUIIP) PROGRAMME, [ insert project name]</b></p> <p>For Attention of _____</p>
---

Invoice No.:  
 Invoice Date:  
 Service Tax  
 Registration No.  
 PAN Number

**Contract For:** \_\_\_\_\_

**Contract No.:** \_\_\_\_\_

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

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

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

PLEASE MAKE PAYMENT TO:

Bank Account:	Bank SWIFT ID:
Account Name:	Account Number:

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

\_\_\_\_\_

Signature of Consultant

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

\_\_\_\_\_

Project Officer/Advisor

## 7. PERFORMANCE GUARANTEE

### 1. SECTION 7: PERFORMANCE GUARANTEE FORMATS

#### 7.1 Performance Guarantee

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: [insert date (as day, month, and year) of Bid Submission]

Contract No. and title: [insert no. and title of bidding process]

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

Beneficiary: [insert complete name of Purchaser]

**PERFORMANCE GUARANTEE No.:** [insert Performance Guarantee number]

We have been informed that [insert complete name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. [insert number] dated [insert day and month], [insert year] with you, for the supply of [description of Equipment and Related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Contractor, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount(s)<sup>4</sup> in figures and words] upon receipt by us of your first demand in writing declaring the Contractor 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 or the sum specified therein.

This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year]<sup>5</sup>, and any demand for payment under it must be received by us at this office on or before that date.

[In preparing this Guarantee, the Purchaser might consider adding the following text to the Form]

---

<sup>4</sup> The Bank shall insert the amount(s) specified in the SCC and denominated in Indian Rupees.

<sup>5</sup> Dates established in accordance with the General Conditions of Contract ("GCC").

We agree to a one-time extension of this Guarantee for a period not to exceed [*six months*] [*one year*], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

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*]

**8. UNDERTAKING FROM THE FIRM**

**Undertaking from the firm**

(on a company/firm letter head)

To  
Commissioner  
UADD  
Government of Madhya Pradesh Bhopal

This is to declare that the consultants engaged under the contract number **[Insert Contract Number]** bearing the title **Energy Audit to determine consumption baselines and identify potential for savings in street lighting in a pilot area of Bhopal City of Madhya Pradesh** signed between **UADD** and **[Insert Name of the Firm]** will not be part of any other assignments under MPUIIP.

Authorized Signatory  
(Name and Full details of the company)

**Appendix 1: Logical Framework Matrix**