

**Mission Director, Mission for Elimination of Poverty in Municipal Areas, Telangana
(MEPMA, Telangana)**

SELECTION OF CONSULTANT

REQUEST FOR PROPOSAL (RFP)

**Selection of Consultant for setting up of Project Management Unit for
implementation of Support Urban Street Vendor (SUSV) program for MEPMA,
Telangana for a period of 3 years**

Mission for Elimination of Poverty in Municipal Areas
Government of Telangana
4th floor, CDMA Office Building,
AC Guards, Masabtank
Opposite PTI Building,
Hyderabad - 500004

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File No.MEPMA-SUSV/MAE/1/2018-SMC-SUSV-MEPMA

Selection of consultant for setting up of Project Management Unit for implementation of Support Urban Street Vendor (SUSV) program for MEPMA, Telangana for a period of 3 years

Disclaimer

This Request for Proposal (RFP Document) for “Selection of Consultant for setting up of Project Management Unit for implementation of Support Urban Street Vendor (SUSV) program for MEPMA, Telangana for a period of 3 years” contains brief information about the scope of work and selection process for the Successful Bidder (or „Consultant“). The purpose of the Document is to provide the Bidders or Applicants with information to assist the formulation of their bid application (“the Application”).

While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this Document does not purport to contain all the information required by the Bidders. The Bidder or Applicant should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their bid application. Mission Director, Telangana Mission for Elimination of Poverty in Municipal Areas (“MEPMA, Telangana” or “the Authority”) or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document.

MEPMA, Telangana reserves the right to change any or all conditions/ information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as MEPMA, Telangana may deem fit without assigning any reason thereof.

1 SECTION 1: LETTER OF INVITATION

Address: Mission Director
MEPMA, Telangana
4th floor, CDMA Office Building
AC Guards, Masabtank
Opposite PTI Building
Hyderabad- 500004
Telangana, India

INVITATION FOR TENDERS (IFT)
(Two Cover System)
(Through MEPMA, Telangana Portal)

The Mission Director, MEPMA, Telangana, invites Bids for the following services from reputed Consultants. Consultancy Services: Project Management Unit (PMU) for Mission Director – MEPMA, Telangana through MEPMA, Telangana portal (<http://tmepma.cgg.gov.in>).

Following shall be the calendar events of Tendering: to be read as:

Publication of RFP	15.08.2018
Tender fee	INR 10,000
Last date for submission of proposal (proposal due date)	30.08.2018, 3:30 PM
Bid validity period	90 days
Contact person and email id	Mr. Prasanna Kumar, prasannamepma@gmail.com
Date of opening of the proposal	30.08.2018, 4:00 PM
Letter of Award	After finalization of successful bidder
Signing of Agreement	Within 15 days of finalization of successful bidder

The RFP is open to all consultants. The detailed RFP can be downloaded from the MEPMA, Telangana portal.

- A) Request for Proposal (RFP) Document may be downloaded from the MEPMA, Telangana Website <http://tmepma.cgg.gov.in> from the date mentioned in the table above. Only interested bidders shall have to pay Bid Processing fee. The tender document fee will be non-refundable.
- B) Consultant can access tender documents on the MEPMA, Telangana website, and submit the completed proposal following the procedure specified in **Clause 4** after submitting the EMD and tender processing fee following the procedure mentioned in Clause 8.
- EMD amount is INR 5,00,000/-
 - Tender Processing Fee is INR 10,000/-
 - EMD of the unsuccessful bidders will be refunded only after issue of work order to successful bidder.
- C) Pre-bid meeting will be held in the MEPMA office, fourth floor, CDMA Office Building

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- D) Bidder should submit hard copies of all of the documents pertaining to their eligibility criteria, qualification information documents, failing which the bid will not be considered as part of their Technical and Financial Proposal
- E) Any effort by the bidder to influence the client in the bid evaluation, bid comparison or contract award decision results in rejection of the consultants bid.
- F) A successful bidder will have to execute an agreement with MEPMA, Telangana within 15 days upon receipt of Letter of Appointment. The work shall be commenced with all earnestness within 7 days from the date of signing of the Contract, failing in such cases action will be taken to get the work executed through an alternate agency.
- G) MEPMA, Telangana reserves the right to accept / reject any or all tenders without assigning any reasons.
- H) Corrigendum/ modifications / corrections, if any, will be published on the MEPMA, Telangana website only.
- I) Visit MEPMA, Telangana portal <http://tmepma.cgg.gov.in> for tender details and contact Mr. Prasanna Kumar at 9701385137 for any clarification.

Mission Director
MEPMA, Telangana

2 SECTION 2: INFORMATION TO CONSULTANT/ FIRMS

1 Introduction

- 1.1 Mission Director, MEPMA, Telangana shall select a Firm among those who will submit the Proposals (Technical Proposal and Financial Proposal) for the Assignment mentioned in the Data Sheet, in accordance with the Method of Selection indicated in the Data Sheet.
- 1.2 The Consultant/ Firms are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet for Consulting Services required for the Assignment named in the Data Sheet. The Proposal shall be the basis for Contract Negotiations and ultimately for a Signed Contract with the selected Consultant/ Firm.
- 1.3 The Assignment shall be implemented in accordance with the timelines of the RFP.
- 1.4 The Consultant/ Firms must familiarize themselves with local conditions and take those conditions into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Consultant/ Firms are encouraged to pay a visit to the Employer before submitting a proposal and to attend a Pre Proposal Conference if one is specified in the Data Sheet. Attending the Pre Proposal Conference is optional. The Consultant/ Firms' Representatives shall contact the Officials named in the Data Sheet to arrange for their visit or to obtain Additional Information on the Pre Proposal Conference. Consultant/ Firms shall ensure that these Officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5 The Employer shall provide the inputs specified in the Data Sheet, assist the Firm in obtaining Licenses and Permits needed to carry out the services and make available relevant Project Data and Reports.
- 1.6 Please note that (i) the Costs of Preparing the Proposal and of Negotiating the Contract, including a visit to the Employer, are not reimbursable as a Direct Cost of the Assignment; and (ii) the Employer is not bound to accept any of the Proposals submitted.
- 1.7 The Mission Director, MEPMA, Telangana expects the Consultant/ Firm to provide Professional, Objective and Impartial Advice and at all-time hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflicts with other Assignments or his own corporate interests. The Consultant/ Firm shall not be hired for any Assignment that would be in conflict with his prior or current obligations to other Employers, or that may place him in a position of not being able to carry out the assignment in the best interest of the Employer.
- 1.8 It is the Employers Policy to require that Consultant/Firms observe the highest standard of ethics during the execution of such Contracts. In pursuance of this Policy, the Mission Director, MEPMA, Telangana:
 - a. Defines, for the Purposes of this Provision, the Terms set forth below as follows.
 - i. "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution and
 - ii. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - b. Will reject a Proposal for Award if it determines that the Firm recommended for Award has engaged in Corrupt or Fraudulent Activities in competing for the Contract in question;
 - c. Will declare a Firm ineligible, either indefinitely or for a stated period of time, to be awarded Mission Director, MEPMA, Telangana Financed Contract if it at any time determines that the Firm has engaged in Corrupt or Fraudulent Practices in competing for, or in executing, a Mission Director, MEPMA, Telangana Financed Contract
- 1.9 The Consultant/ Firm shall be aware of the Provisions on Fraud and Corruption stated in the Standard Contract under the Clauses indicated in the Data Sheet.

2 Clarification and Amendment of RFP Documents

- 2.1 The Consultant/ Firm may request a Clarification of any item of the RFP Document up to the number of days indicated in the Data Sheet before the Proposal Submission Date. Any queries or request for clarification concerning this document shall be submitted by written letter duly signed by the authorized signatory to the address specified in the Data Sheet so as to reach the Employer. All applicants/bidders attending pre-bid meeting shall submit their queries/seeking clarifications/suggestions in written. Employer's Response will be displayed in the MEPMA, Telangana Website including a Description of the Query.
- 2.2 At any time before the Submission of Proposals, the Employer may, for any reason, whether at its own initiative or in response to a Clarification requested by a Prospective Firm, modify the RFP Document by Amendment. Details shall be provided on MEPMA, Telangana portal <http://tmepma.cgg.gov.in>

3 Preparation of Proposal

- 3.1 The Consultant/ Firms are requested to submit their Proposals (sub Para 1.2) written in the Language(s) specified in the Data Sheet. Consultants/Firms are also requested to submit their documents in the Language(s) specified in the Data Sheet.

Technical Proposal

- 3.2 While preparing the Technical Proposal, the Consultant/ Firms are expected to examine the Documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, the Consultant/ Firms shall give particular attention to the following.
- i. For Assignments on a Staff – Time Basis, the number of Key Professional Staff is given in the Data Sheet. The Proposal shall, however, be based on the Number of Key Professional Person – Months estimated by the Firm.
 - ii. It is desirable that the Majority of the Key Professional Staff proposed be Permanent Employees of the Firm or has an extended and stable working relation with it.
 - iii. Proposed Key Professional Staff shall at a minimum have the experience indicated in the Data Sheet.
 - iv. Alternative Key Professional Staff shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position unless specified in the Data Sheet.
 - v. Reports to be furnished by the Consultant/ Firms as part of this Assignment must be in the Language(s) specified in the Data Sheet. It is desirable that the Firm's Personnel have a Working Knowledge of the Employer's Official Language.
- 3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3).
- i. Cover Letter for Technical Proposal (Section 3A)
 - ii. A Brief Description of the Consultant/ Firm's Organization and an Outline of the Recent Experience on Assignments (Section 3B) of a similar nature.
 - iii. Any Comments or Suggestions on the Terms of Reference and on the Data, a List of Services and Facilities to be provided by the Employer (Section 3C).
 - iv. A Detailed Description of the Methodology and Work Plan for Performing the Assignment (Section 3D).
 - v. The List of the proposed Staff Team, the Tasks that would be assigned to each Staff Team Member, and their Timing (Section 3E).
 - vi. CVs recently signed by the proposed Key Professional Staffs or the Authorized Representative submitting the Proposal (Section 3F).

- vii. Financial Information of the Consultant/ Firm (Sections 3G)
- viii. Any Additional Information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any Financial Information.

Financial Proposal

- 3.6 In preparing the Financial Proposal, the Consultant/ Firms are expected to take into account the Requirements and Conditions of the RFP Document. The Financial Proposal shall follow Standard Forms (**Section 4**). It shall list all costs associated with the Assignment, including (a) Remuneration for Staff and (b) Reimbursable such as Subsistence (per diem, housing), Transportation (national and local, for Mobilization and Demobilization), Services and Equipment (Vehicles, Office Equipment, Furniture and Supplies), Office Rent, Insurance, Printing of Documents, Surveys, and Training, if it is a Major Component of the Assignment.
- 3.7 The Consultant/ Firms shall express the Price of their Services in Indian Rupees.
- 3.8 The Data Sheet indicates how long the Proposals must remain valid after the Submission Date. During this period, the Consultant/ Firm is expected to keep available the Key Professional Staff proposed for the Assignment. The Employer shall make its best effort to complete Negotiations within this period. If the Employer wishes to extend the Validity Period of the Proposals, the Consultant/ Firms who do not agree have the right not to extend the Validity of their Proposals.

4 Submission, Receipt and Opening of Proposals

- 4.1 The Tendering System for the Assignment comprises of two Stages (i) Technical Proposal and (ii) Financial Proposal. The proposals shall be typed or printed and the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the proposal shall be initiated by the person(s) signing the proposal.
- 4.2 Bidders would provide all the information as per the TOR Document and in the specified formats. In case the Bidder intends to give additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed enclosed sheets.
- 4.3 The technical and financial proposal shall be sealed in two separate envelope and then in one single outer envelope clearly bearing the following identification: "Selection of Consultant for setting up of Project Management Unit for implementation of Support Urban Street Vendor (SUSV) program for MEPMA, Telangana for a period of 3 years". The proposals shall be addressed to the address specified in the Data Sheet.
- 4.4 The envelope shall indicate the name, address and contact number of the Bidder. If the envelopes are not sealed and marked as instructed above, the Proposal may be deemed to be non-responsive and would be liable for rejection. The Proposals shall contain no Alterations or Additions, except those to comply with Instructions issued by the Employer that are duly incorporated.
- 4.5 Each Page pertaining to the Consultant/ Firm's Eligibility Criteria, Essential Conditional Criteria, Financial Criteria Documents, etc., shall be duly signed by the Consultant/ Firm or a Person(s) duly authorized to sign on behalf of the Consultant/ Firm. Such Authorization shall be indicated by a Written Power – of – Attorney accompanying the Proposal. The Corrections, if any, shall be made by striking of and shall be initiated with date.
- 4.6 All the participants shall produce all the original documents for verification whenever necessary/required by Employer
- 4.7 Proposals should be submitted on or before **August 30, 2018** up to 3:30 PM to the address specified in the Data Sheet. Any Consultancy Firm / Company trying to submit the Proposal after deadline will not

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be accepted. Any bid received by the Employer after 3:30 PM on **August 30, 2018** will not be accepted.

- 4.8 The Bidder will not be allowed to modify, substitute or withdraw its Proposal once submitted to the Employer.
- 4.9 The Employer would open the Proposals in the presence of interested Bidders who choose to be present at the specified time and location.
- 4.10 Financial Proposals will not be opened until Technical Evaluation has been completed and the Result approved and notified.

2.1.1 Proposal Evaluation

General

- 4.11 From the time the Proposals are opened to the time the Contract is awarded, if any Consultant/ Firm wishes to contact the Employer on any matter related to its Proposal, it shall do so in writing to the Address indicated in the Data Sheet. Any effort by the Firm to influence the Employer in the Employer"s Proposal Evaluation, Proposal Comparison or Contract Award Decisions may result in the Rejection of the Consultant/ Firm"s proposal.
- 4.12 Evaluators of Technical Proposal shall have no access to the Financial Proposal until the Technical Evaluation, including its Approval by the Competent Authority is obtained.

Evaluation of Technical Proposals

- 4.13 The Evaluation Committee appointed by the Employer as a whole and each of its members individually evaluates the Proposals on the basis of their responsiveness to the Terms of Reference, applying the Eligibility and Evaluation Criteria, Sub Criteria and Point System specified in the Data Sheet. Each responsive Proposal shall be given a Technical Score (St). A Proposal shall be rejected at this stage if it does not respond to Important Aspects of the Terms of Reference or if it fails to achieve the minimum Technical Score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals, Ranking

- 4.14 After the evaluation of all the Technical Proposals are completed, the Employer shall display in the MEPMA, Telangana Website the Names of those Consultant/ Firms whose Proposals did not meet the minimum Qualifying Mark or were considered Non Responsive to the RFP and Terms of Reference, indicating that their Financial Proposals shall not be opened. The Employer shall simultaneously display in the MEPMA, Telangana Website the Names of the Consultant/ Firms that have secured the minimum Qualifying Mark.
- 4.15 The Financial Proposal shall be opened publicly in the presence of the Consultant/ Firms" Representatives who choose to attend. The Name of the Consultant/ Firm, the Technical Scores and the proposed Prices shall be read aloud and recorded when the Financial Proposals are opened. The Employer shall prepare Minutes of the Public Opening.
- 4.16 The Evaluation Committee shall determine whether the Financial Proposals are complete, (i.e. whether they have coated all Items of the corresponding Technical Proposals, if not, the Employer will cost them and add their cost to the initial price), correct any Computational Errors.
- 4.17 The ranking of the bids will be done on the basis of the process described in the Data Sheet.

5 Negotiations

- 5.1 Negotiations shall be held at the Address indicated in the Data Sheet. The Aim is to reach an Agreement on all Points and sign a Contract.
- 5.2 Negotiations shall include a Discussion of the Technical Proposal, the Proposed Methodology (Work Plan), Staffing and any Suggestions made by the Firm to improve the Terms of Reference. The Employer and Consultant/ Firm shall then work out Final Terms of Reference, Staffing and Bar Charts indicating Activities, Staff, Staff Months, and Reporting. The Agreed Work Plan and Final Terms of Reference shall then be incorporated in the "Description of Services" and form part of the Contract. Special Attention shall be paid to get the most the Consultant/ Firm can offer within the available budget and to clearly defining the Inputs required from the Employer to ensure satisfactory implementation of the Assignment.
- 5.3 Unless there are Exceptional Reasons, the Financial Negotiations shall involve neither the Remuneration

Rates for Staff (no Breakdown of Fee) nor other Proposed Unit Rates.

- 5.4 Having selected the Consultant/ Firm on the basis of, among other things, an Evaluation of Proposed Key Professional Staff, the Employer expects to negotiate a Contract on the basis of the Experts named in the Proposal. Before Contract Negotiations, the Employer shall require Assurances that the Experts shall be actually available. The Employer shall not consider Substitutions during Contract Negotiations unless both Parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the Objectives of the Assignment. If this is not the case and if it is established that Key Staff offered in the Proposal was without confirming their availability, the Consultant/ Firm may be disqualified.
- 5.5 The Negotiation shall conclude with a Review of the Draft Form of the Contract. To complete Negotiation, the Employer and the Consultant/ Firm shall initial the Agreed Contract. If Negotiations fail and if it is concluded that a Contract with Reasonable Terms cannot be concluded with this Consultant/ Firm, the Employer shall invite the Firm who has scored the Second Highest combined marks. The Process shall be repeated till an Agreed Contract is concluded.

6 Award of Contract

- 6.1 The Contract shall be awarded following Negotiations. After Negotiations are completed, the Employer shall promptly notify other Consultant/ Firms on the shortlist that they were unsuccessful and return the Financial Proposals of those Consultant/ Firms who did not pass the Technical Evaluation (sub Para 4.13).
- 6.2 The Consultant/ Firm is expected to commence the Assignment on the Date and at the Location specified in the Data Sheet.

7 Confidentiality

- 7.1 Information related to Evaluation of Proposals and Recommendations concerning Awards shall not be disclosed to the Consultant/ Firms who submitted the Proposals or to other Persons not officially concerned with the Process, until the successful Consultant/ Firm has been notified that it has been awarded the Contract.

8 Earnest Money Deposit

The Consultant/Firms shall submit, as part of his/her Bid, a Bid security and EMD as given below in the form of a Demand Draft (DD) drawn in favour of Mission Director, MEPMA, Telangana. Bids without Bid processing fees and Earnest Money in the prescribed form, will not be accepted. Any Bid not secured in accordance with above shall be treated as non-responsive and rejected by the Employer.

- 8.1 Unsuccessful bidder's Bid EMD will be returned promptly as possible, not later than 30 days after signing of the contract with the selected bidder.
- 8.2 Successful bidder's Bid EMD will be kept as a deposit by the Employer and shall be returned after one month of completion of the contract.
- 8.3 Any Tender not accompanied by an acceptable EMD and Bid Processing Fee is liable to be rejected by the Employer as Non Responsive.
- 8.4 The Earnest Money Deposit may be forfeited
- a. If the bidder withdraws the Tender after Tender Opening during the Period of Tender Validity;
 - b. In the case of a successful bidder, if the bidder fails within the specified time limit to
 - i. Sign the Agreement;

3 DATA SHEET

INFORMATION TO CONSULTANT/ FIRMS

The Data Sheet shows the relevant information corresponding to the Clauses in Section 2 above.

1.1 The Name of the Employer: **Mission Director**
MEPMA, Telangana
4th floor, CDMA Office Building
AC Guards, Masabtank, Opposite PTI Building
Hyderabad-500004
Telangana, India

The Method of Selection: **Quality and cost base selection (QCBS)**

1.2 A Technical Proposal and a Financial Proposal are requested: **Yes.**

Name of the assignment is: Selection of consultant for setting up of Project Management Unit for implementation of Support Urban Street Vendor (SUSV) program for MEPMA, Telangana for a period of 3 years.

1.3 A Pre Proposal Conference will be held: **Yes.**

It will be held at the MEPMA, Telangana office, fourth floor, CDMA Office Building.

The Name (s), Address (es) and Telephone No. (s) Of the Employer"s Official (s) are:

Mission Director
MEPMA, Telangana
4th floor, CDMA Office Building
AC Guards, Masabtank, Opposite PTI Building
Hyderabad - 500004,
Telangana, India
Phone: Mr. Prasanna Kumar (9701385137)

1.4 The Employer envisages the need for continuity for any Downstream Work: **Yes**

1.5 Clarifications may be requested up to the date mentioned in the IFT, through the process specified in Clause 2.1 and Clause 2.2.

1.6 Proposals should be submitted in the following Language(s): **English.**

- 1.7 i. The Estimated Number of Key Professional Staff Months required for the Assignment: **to be furnished by Consultant/ Firm based on the Scope of Work.**
ii. The Minimum Required Experience of the Proposed Key Professional Staff:

PMU Team (one CV per position):

The PMU team will be full time staff based out of Employer office from the beginning of the project for a period of three years. Knowledge of Telugu language is preferred from each member of the PMU. The team will be involved in day to day coordination including conducting, documenting and finalizing the current state assessment, identifying gaps, building strategies for better governance, interaction with all

key stakeholders and perception mapping.

1). Project Manager: Postgraduate with a Bachelor's degree in a relevant discipline, with minimum experience of 10 years in handling consultancy services for government sector and he/she should have handled as Team Leader at least two government consultancy engagements in last 5 years. He/she should have experience of providing strategy support and leading project management units for government agencies. International experience shall be preferred.

2). Urban Planner: Proposed expert shall be a Postgraduate in Social Sciences or Planning with with at least 3-5 years of experience of managing government projects preferably in urban infrastructure and urban transport. He/she should have experience of working on government projects involving multiple stakeholders, capability to drive the objectives at municipality level under the guidance of designated city officials.

3). Finance & MIS/IT/Dashboard specialist: Proposed expert shall have a Postgraduate degree in relevant field with at least 3 years of experience of providing market research, financial and economic consulting with government agency. He/she will also have good experience of project monitoring, preparation of reports, project variance in terms of time and effort, dashboards, MIS reports and presenting to management.

4). Field Consultant: A Postgraduate in Social Sciences or Planning or MBA with minimum experience of 5-7 years in handling consultancy services for government sector. He/she should have excellent communication skills to interact with senior officials of the Corporation as well as with the local communities. Furthermore, the resource shall have experience in project roll out, project phasing strategy, communication and media strategy, community mobilization, social media, and/or behaviour change activities.

iii. Reports which are part of the Assignment must be written in: **English.**

1.9i. Training is an important Feature of this Assignment: **Yes.**

ii. Additional Information in the Technical Proposal includes: **Nil.**

2.0 Proposals must remain valid **90** Days after the Proposal Due Date.

2.1 The Address to send Information to the Employer: Mission Director, MEPMA, Telangana, 4th floor, CDMA Office Building, AC Guards, Masabtank, Opposite PTI Building, Hyderabad-500004, Telangana, India

2.2. Eligibility and Evaluation criteria of Consultant/ Firm for Bidding:

The Consultant/ Firm should be a legal entity under The Indian Companies Act or Limited Liability Partnership Act and joint ventures/consortium or associations are NOT allowed.

The company should have the following threshold qualifications to be eligible for bidding:

Financial:

- I. Average annual turnover of INR. 1,000 crore in the three preceding financial years (2014-15, 2015-16 & 2016-17)

Technical:

1. Consultant/ Firm should have minimum 10 years of experience of providing consulting services to government sector clients
2. The Consultant/Firm should have at least one experience of program management with

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ULB/Development authorities in India

3. The Consultant/Firm should have at least one project experience of Survey work with government agency/behalf of government agency in India

Note: The Consultant is required to submit at least one of the following supporting documents for each of the projects quoted for eligibility and evaluation.

- Work orders from the Client
- Completion certificates from the Client
- Self-certification from Authorised signatory of the Consultant

Note: Mission Director, MEPMA, Telangana reserves the right to request any further supporting document from the selected Consultant prior to signing of the Contract.

Table 1: Technical Evaluation (Technical Evaluation of the Proposal)

S. No.	Particulars	Maximum Marks
I	Experience of Consultant/ Firm	
a)	Experience for running program management unit (PMU) for at least one year duration with ULBs/Development Authorities in India undertaken in the past five years. <ul style="list-style-type: none"> • 1-3 project – 05 marks • 4-8 projects – 10 marks • More than 8 projects – 20 marks 	20
b)	Experience of devising and supervising similar primary survey work for government agency/behalf of government agency in the past five years <ul style="list-style-type: none"> • 1 project – 5 marks • 2 or more than 2 projects – 10 marks 	10
c)	Experience of street vending/vendor management (capacity building, skill development, social inclusion)projects in India in past five years <ul style="list-style-type: none"> • 1 project – 10 marks • 2 or more than 2 projects – 20 marks 	20
Sub Total		50
III	Understanding of approach and methodology	
a)	Understanding of MEPMA, Telangana and its undertakings, objectives of the assignment and terms of reference	10
b)	Proposed methodology and work plan, etc. (Strategic, operational and monitoring)	20
c)	Staffing plan for PMU (No. of years of relevant of experience)	10
d)	Training plan and methodology (Tools , frequency)	10
Sub Total		50
Grand Total		100

The Evaluation Criteria for the Proposal:

The Consultant/ Firm must achieve a minimum of 60% marks overall, for it to be eligible for opening of Financial Proposal.

The weightage given to Technical Evaluation for bid evaluation is 80%.The weightage given to Financial Proposal for bid evaluations 20%.

The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as $Sf=100 \times Fm/F$ in which Sf is the financial score, Fm is the lowest price offer and F is the price offer of the proposal under consideration. Proposals will be ranked according to their combined Technical (St) and Financial (Sf) scores using the weights (T=0.80 and P=0.20) $S=St * T + Sf * P$. The Consultant/ Firm securing the highest combined technical and financial score will be invited for negotiations.

Consultant/ Firm's Organizational Set Up:

It is mandatory that the Consultant/ Firms provide adequate numbers of key personnel as given above and in TOR.

Mission Director, MEPMA, Telangana reserves the right to effect minor changes in the sub criteria depending on nature and scope of each sub-project.

- 6.1 The Address for Negotiations is: **Mission Director, MEPMA, Telangana, 4th floor, CDMA Office Building, AC Guards, Masabtank, Opposite PTI Building, Hyderabad-500004, Telangana, India**
- 6.2 Date of commencement: 14 days from Date of Signing of the Contract
Place of commencement: Hyderabad, Telangana

4 SECTION 3: TECHNICAL PROPOSAL – STANDARD FORMS

- 3A. Technical Proposal Submission Form.
- 3B. Consultant/ Firm"s References.
- 3C. Comments and Suggestions on the Terms of Reference and on Data, Services and Facilities to be provided by the Employer.
- 3D. Description of the Methodology and Work Plan for Performing the Assignment.
- 3E. Team Composition and Task Assignments.
- 3F. Format of Curriculum Vitae of Proposed Key Professional Staff.
- 3G. Format for submission of Financial Information

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Selection of consultant for setting up of Project Management Unit for implementation of Support Urban Street Vendor (SUSV) program for MEPMA, Telangana for a period of 3 years

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

From: (Name of Consultant/ Firm)

To: (Name and Address of Employer)

Dear Sir/Madam

Subject: Selection of Consultant for setting up of Project Management Unit for implementation of Support Urban Street Vendor (SUSV) program for MEPMA, Telangana for a period of 3 years

We, the undersigned, offer to provide Consulting Services for the above Work in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposals, which include this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the Period of Validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the Proposed Staff. Our Proposal is binding upon us and subject to the Modifications resulting from Contract Negotiations.

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

Yours sincerely

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

File No.MEPMA-SUSV/MAE/1/2018-SMC-SUSV-MEPMA

Selection of consultant for setting up of Project Management Unit for implementation of Support Urban Street Vendor (SUSV) program for MEPMA, Telangana for a period of 3 years

3B. CONSULTANT/ FIRM'S REFERENCES

Relevant Services carried out that best illustrate Qualifications

Using the Format below, provide Information on each Reference Assignment for which your Firm / Entity, either individually as a Corporate Entity or as one of the Major Companies within an Association, was legally contracted.

Assignment Name:		Location:
Name and address of Employer:		
Start Date (Month / Year):	Completion Date (Month / Year):	Approx. Value of Services (Rs.):
Name of Associated Consultant/ Firms, if any:		
Name of Senior Staff (Project Director / Coordinator, Team Leader) involved and Functions performed:		
Description of Project and services provided by your staff		

Consultant/ Firm"s Name: _____

File No.MEPMA-SUSV/MAE/1/2018-SMC-SUSV-MEPMA

Selection of consultant for setting up of Project Management Unit for implementation of Support Urban Street Vendor (SUSV) program for MEPMA, Telangana for a period of 3 years

3C. COMMENTS AND SUGGESTIONS OF CONSULTANT/ FIRMS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

On the Terms of Reference

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

On the Data, Services and Facilities to be provided by the Employer

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

Consultant/ Firm"s Name: _____

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Consultant/ Firm"s Name: _____

File No.MEPMA-SUSV/MAE/1/2018-SMC-SUSV-MEPMA

Selection of consultant for setting up of Project Management Unit for implementation of Support Urban Street Vendor (SUSV) program for MEPMA, Telangana for a period of 3 years

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. PMU team

Sl. No.	Name	Position	Task
1.			
2.			
3.			
4.			
..			
..			

Consultant/ Firm"s Name: _____

3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

1. **Proposed Position** [only one candidate shall be nominated for each position]: _____

2. **Name of Staff** [Insert full name]: _____

3. **Date of Birth:** _____ **4. Nationality:** _____

5. **Education** [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]: _____

6. **Membership of Professional Associations:** _____

7. **Other Training** [Indicate significant training since degrees under 5 - Education were obtained]: _____

8. **Countries of Work Experience:** [List countries where staff has worked in the last ten years]: _____

9. **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: _____

10. **Employment Record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

11. Detailed Tasks Assigned	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned
<i>[List all tasks to be performed under this</i>	<i>[Among the assignments in which the staff has been involved, indicate the following information for those</i>

File No.MEPMA-SUSV/MAE/1/2018-SMC-SUSV-MEPMA

Selection of consultant for setting up of Project Management Unit for implementation of Support Urban Street Vendor (SUSV) program for MEPMA, Telangana for a period of 3 years

<i>assignment]</i>	<i>assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i> Name of assignment or project: _____ Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____
--------------------	---

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these Data correctly describe me, my qualifications, and my experience.

[Signature of Staff Member or Authorized Representative of the Consultant/ Firm]

Date: Day / Month / Year

Consultant/ Firm"s Name: _____

3G. FINANCIAL INFORMATION

	FY 2014-15	FY2015-16	FY2016-17
Annual Turnover (INR crore)			

Note:

- The Consultant/Firm is expected to submit audited financial statements for these years along with their Technical Proposal

Consultant/ Firm"s Name: _____

5 SECTION 4: FINANCIAL PROPOSAL – STANDARD FORMS

4A. Financial Proposal Submission Form

4B. Summary of Costs

4C. Breakdown of Costs

File No.MEPMA-SUSV/MAE/1/2018-SMC-SUSV-MEPMA

Selection of consultant for setting up of Project Management Unit for implementation of Support Urban Street Vendor (SUSV) program for MEPMA, Telangana for a period of 3 years

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

From: (Name of Consultant/ Firm)

To: (Name and Address of Employer)

Dear Sir/Madam

Subject:

Selection of Consultant for setting up of Project Management Unit for implementation of Support Urban Street Vendor (SUSV) program for MEPMA, Telangana for a period of 3 years

We, the undersigned, offer to provide Consulting Services for the above in accordance with your Request for Proposal dated [Date], and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in Words and Figures] (excluding taxes).

Our Financial Proposal shall be binding upon us subject to the Modifications resulting from Contract Negotiations, up to expiration of the Validity Period of the Proposal, i.e., [Date].

We undertake that, in competing for (and, if the award to us, in executing) the above Contract, we will strictly observe the Laws against Fraud and Corruption in force in India namely "Prevention of Corruption Act 1988".

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

Yours sincerely

Authorized Signature:

Name and Title of Signatory:

Name of the Consultant/ Firm:

Address:

File No.MEPMA-SUSV/MAE/1/2018-SMC-SUSV-MEPMA

Selection of consultant for setting up of Project Management Unit for implementation of Support Urban Street Vendor (SUSV) program for MEPMA, Telangana for a period of 3 years

4B. SUMMARY OF COSTS

Sl. No.	Description@	Amount for 3 years (Rupees)
1	Total cost	

*Amount to be quoted as Financial Proposal in Form 4A and breakup provided in Form 4C

Note:

- GST rate as applicable from time to time (currently 18%) shall be paid over and above the total cost.
- The OPE above shall include all costs except any cost relevant to national and international study tours required for this project. These study tours would require prior approval from the Client and subsequently will be reimbursed on an actual basis, on submission of relevant bills.
- Payment will be done on monthly basis on pro rata basis. Total cost shall be divided into monthly basis and also paid monthly.
- No escalation shall be provided on the above cost. The cost/fees is for period of 3 years.

File No.MEPMA-SUSV/MAE/1/2018-SMC-SUSV-MEPMA

Selection of consultant for setting up of Project Management Unit for implementation of Support Urban Street Vendor (SUSV) program for MEPMA, Telangana for a period of 3 years

4C. BREAKDOWN OF COSTS (INR.)**Remuneration for team**

Sl. No.	Position	Name	Person-month Rate* (INR.)	Person-months (over 3 year period in months)	Total Amount (INR.)
	PMU team				
1.	Project Director			36	
2.	Urban Planner			36	
3.	Finance and MIS Specialist			36	
4.	Field Consultant			36	
	Additional resources if any				
1.					
2.					
3.					
4.					
5.					
	Additional cost				
1	Survey cost				
2	OPE for project duration (3 years)				
3	Equipment"s/office setup cost				
4	Admin expenses (3 years)				
	Sub Total				
	Total				

6 SECTION 5: TERMS OF REFERENCE (TOR)

6.1 Background

Telangana is a fairly new state in India that was constituted on 2nd June 2014. Census 2011 estimated the approximate urban population of Telangana to be 39% of the total population. Estimates also indicate that the urban population of the State to be one of the fastest growing in the country. Administratively, the State is constituted into 31 districts and demographically the urban population is spread across 73 Urban Local Bodies (ULBs). Besides agriculture and a booming industrial economy, Telangana also has a considerable share of the worker population engaged in other economic activities such as urban street vending. As a first step to better govern urban street vending activity in the State, the Government of Telangana commissioned the 2016 Telangana Street Vending Scheme. The scheme was commissioned for state level implementation of the Government of India mandated “The street vendor (Protection of Livelihood and Regulation of Street Vending) Act of 2014.”

The Mission for Elimination of Poverty in Municipal Areas (MEPMA) under the Department of Municipal Administration and Urban Development, Government of Telangana has initiated the implementation of the Scheme in the State. In order to achieve the broader outcomes, the key components that were proposed to be carried out as per the scheme are to:

- Identify and categorize existing street vendors across all ULBs in the state
- Develop city street vending plans to assess infrastructure development needs, identify land requirements for vendor zoning in the ULBs to accordingly design interventions for grassroots level implementation for facilitation of allocation and reallocation of land
- Build capacities of relevant stakeholders in the urban domain
- Establish mechanisms to increase financial inclusion and extend state government welfare protectionist schemes among the beneficiaries of the vending community
- Develop a Management Information Systems to facilitate data driven governance and decision making

As the next step of implementation, MEPMA, Telangana has proposed the preparation of a comprehensive city street vending plan that acts a strategy guideline for all ULBs to carry out grassroots level implementation of the scheme in the State.

6.2 Detailed Scope of Work

The scope of work shall have two broad stages.

1. Conducting a diagnostic assessment for preparation of the city street vending plan
2. Implementation /Project management support for
 1. Infrastructure Improvement
 2. Training and Skill Development and Capacity building
 3. Financial Inclusion
 4. Access to Credit
 5. Linkage with Social Security Schemes

In order to achieve the desired objectives, the scope of work of the Consultant is to assist Mission Director, MEPMA, Telangana in the following activities as mentioned below:

6.2.1 Diagnostic Assessment with focus on process mapping

- Using the existing data set of vendor registration across the State, undertake a random sampling primary survey and focus group interviews

- Objective of the survey shall be to capture gaps and areas of livelihood of vendors requiring interventions for successful creation and implementation of street vending plans
- Undertake Randomised Control trials (RCTs) for assessment of behaviour mapping of vendors against chosen parameters/interventions before finalization of street vending plans
- Conduct stakeholder interactions across all levels to map key focus aspects such rehabilitation, sanitation, water supply, roads, traffic management etc.
- Zone planning with layouts for vending, pedestrian movement, facilities such as toilets, solid waste management, etc.
- Prepare street vending plans for at least 3 Urban Local Bodies. This broad approach and process shall be replicated by ULBs based on these plans. Consultant is expected to facilitate in knowledge transfer and capacity building.
- Support and knowledge transfer in state-wide roll-out and implementation of the city street vending plans at the grassroots level
- Coordinate with both governmental and non-governmental stakeholders to achieve the desired objectives
- Facilitate integration of existing institutions such as Self Help Groups (SHG), Common Interest Groups (CIG) etc. with revised street vending strategies
- Identify ways to reduce manual interface from municipalities through online allocations of spaces and assist in overall allocation and reallocation of land.
- Formulation of a dynamic, flexible strategy to promote vendor self-sustainability
- Build effective re-settlement and reorganization plans to integrate the urban (economic) activities and vending zones
- Recommend means of financial inclusion facilitated through various state and central government development programs and intervene to increase financial stability amongst the vending community

6.2.2 Capacity Building of ULBs and other stakeholders in cities/ULBs

- Support institutional development through capacity building;
- Facilitate scheduled trainings and workshops for ULB officials, urban street vendors and other relevant stakeholders as appropriate
- Map enlisted agencies and identify other qualified training agencies to develop training modules and provide trainings as deemed relevant
- Identify skill gaps in the street vending community and facilitate trainings with enlisted agencies such as the Food Safety and Standards Authority of India among others
- Identify other local partners for collaboration to assist on various capacity building and skill development activities
- Prepare a training strategy to train street vendors on basics of financial literacy, budgeting and accounting, banking, etc. and prepare a training calendar for scheduled implementation of the training programs
- Sensitization of the specific vendors (food vendors) on eco-friendly and hygienic practices

6.2.3 Monitoring support for data generation and information gathering across ULBs

There is strong need for taking data management initiatives for the department. It becomes critical to make evidence based decision making by measuring various social and economic parameters. This shall deal with entire process of data management from collection, collation, filtering, cleaning, organizing, analysing, and storing for which the following activities need to be undertaken.

- Develop an effective Management Information System (MIS) to monitor progress across all ULBS and identify critical areas that require interventions
- Ensure survey data of vendors are updated and robust to facilitate in decision making
- Assess existing infrastructure available such as computers, devices, equipment"s and adequacy for data management
- Devise monitoring and evaluation plan with Key Performance Indicators (KPIs) to assess the impact of interventions on quarterly basis
- Assess and evaluate key indicators currently monitored for data collection, collation, storage, data mining, and analysis
- Explore areas of IT enablement to improve flow of data from data generation to analysis
- Identify need for training for upskilling of IT skill set as required for data management for MEPMA personnel

6.3 Reports and Time Schedule**6.3.1 Reports**

The Consultant/ Firm shall submit the Reports both in Hard and Soft Copies in English and printed format presented on Metric A4 Size Paper. As and when required, the Consultant may be asked to present its report as a Presentation to the Employer and other concerned staff of the department.

6.3.2 The Various Outputs required from the Work carried out as stated in the Scope of Services are as follows.

Sl. no.	Reports (Only Stage I- 4 months)	Timeline (T=0) (months)
1.	Interim report and work plan	T+1
2.	Diagnostic assessment report with survey report	T+5
3.	Street vending plans – 3 ULBs	T+8
4.	Pilot Implementation	T+9
5.	State wide roll out plan	T+10

Stage II would be implementation of interventions on regular basis by the PMU for period of 27 months. Status update reports shall be shared on monthly basis with the Mission Director, MEPMA, Telangana. Training, skill development and Data management/MIS shall be concurrent activities of the PMU for entire project duration.

6.4 Key Staff Requirement – Minimum requirement (refer to Data Sheet for details)

The Consultant may be asked to deploy one or more team members in the PMU for a defined time period on a person-month basis, as per requirement. The Consultant is expected to include the person-month rate for such resource as part of Form 4C. However, the Consultant should not estimate the person-month for such resource and it should not be included in Form 4B. The minimum experience of this resource would be similar to Team members of the PMU as mentioned in the Data Sheet.

6.5 Contract schedule

The consultancy services for Project Management Consultant/ Firm will be up to completion of contract which is for a period of 3 years extendable at discretion of Mission Director, MEPMA, Telangana for period of one year each at fee escalation of 10% for each year.

6.6 Reviews

The Mission Director, MEPMA, Telangana shall make Periodic Reviews of the Progress of the Work and provide all necessary approvals as required.

7 SECTION 6: CONTRACT FOR CONSULTANT/ FIRM'S SERVICES

Between

Mission Director

Telangana Mission for Elimination of Poverty in Municipal Areas

and

[Name of Consultant/ Firms]

Date:

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Appendix E – Breakdown of Contract Price in Indian Rupees

I. FORM OF CONTRACT

This CONTRACT (hereinafter called the “Contract”) is made on the _____ day of the month of _____, 20____, between, on the one hand, _____ (hereinafter called the “Employer”) and, on the other hand, _____ (hereinafter called the “Consultant/ Firms”).

WHEREAS

- a. The Employer has requested Consultant/ Firm to provide certain Consulting Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”).
- b. The Consultant/ Firm, having represented to the Employer that they have the required Professional Skills, and Personnel and Technical Resources, have agreed to provide the Services on the Terms and Conditions set forth in this Contract.

NOW THEREFORE the Parties hereto hereby agree as follows:

- 1. The following Documents attached hereto shall be deemed to form an Integral Part of this Contract.
 - a. The General Conditions of Contract (hereinafter called “GC”);
 - b. The Special Conditions of contract (hereinafter called “SC”);
 - c. The following Appendices:
 - Appendix A: Description of the Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub Consultant/ Firms
 - Appendix D: Services and Facilities to be provided by the Employer
 - Appendix E: Breakdown of Contract Price

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

- 2. The Mutual Rights and Obligations of the Employer and the Consultant/ Firm shall be as set forth in the Contract, in particular:
 - a. The Consultant/ Firm shall carry out the Services in accordance with the Provisions of the Contract;
and
 - b. The Employer shall make Payments to the Consultant/ Firm in accordance with the Provisions of the Contract.

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

FOR AND ON BEHALF OF
[NAME OF EMPLOYER]

By

(Authorized Representative)

FOR AND ON BEHALF OF
[NAME OF CONSULTANT/ FIRM]

By

(Authorized Representative)

II. GENERAL CONDITIONS OF CONTRACT

1.0 GENERAL PROVISIONS

1.1 Definitions

Unless the Context otherwise requires, the following Terms whenever used in this Contract have the following meanings:

- a. "Applicable Law" means the Laws and any other Instruments having the Force of Law in India, as they may be issued and in force from time to time.
- b. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the Documents listed in Clause 1 of such signed Contract.
- c. "Effective Date" means the Date on which this Contract comes into Force and Effect pursuant to Clause 2.1 of GC.
- d. "Contract Price" means the Price to be paid for the Performance of the Services, in accordance with Clause 6 of GC.
- e. "GC" means the General Conditions of Contract.
- f. "Local Currency" means Indian Rupees.
- g. "Member", in case the Consultant/ Firm consists of a Joint Venture of more than one Entity, means any of these Entities, and "Members" means all of these Entities; „Member in Charge" means the Entity specified in the SC to act on their behalf in exercising all the Consultant/ Firm"s Right and Obligations towards the Employer under this Contract.
- h. "Party" means the Employer or the Consultant/ Firm, as the case may be, and Parties means both of them.
- i. "Personnel" means Persons hired by the Consultant/ Firm or by any Sub Consultant/ Firm as Employees and assigned to the Performance of the Services or any part thereof; and „Key Personnel" means the Personnel referred to in Clause 4.1 of GC.
- j. "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented.
- k. "Services" means the Work to be performed by the Consultant/ Firms pursuant to this Contract as described in Appendix A.
- l. "Sub Consultant/ Firm" means any Entity to which the Consultant/ Firm subcontracts any Part of the Services in accordance with the provisions of Clauses 3.5 and 4.
- m. „Third party" means any Person or Entity other than the Government, the Employer, the Consultant/ Firm, or a Sub Consultant/ Firm.

1.2 Law Governing the Contract

These standard conditions shall be governed by and construed in accordance with the laws of India. The Courts in Telangana shall have the exclusive jurisdiction to entertain and decide any petition, application, suit etc. pertaining to the present project and any subject thereof.

1.3 Language

This Contract has been executed in English Language, which shall be the Binding and Controlling Language for all Matters relating to the Meaning or Interpretation of the Contract.

1.4 Notices

- 1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to these standard conditions shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the mentioned address.

1.4.2 A party may change its address for notice hereunder by giving the other party notice in writing of such change to the mentioned address.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and when the Location of a Particular Task is not specified, the Employer may approve such Locations in Telangana.

1.6 Authorized Representatives

Any Action required or permitted to be taken, any Document required or permitted to be executed, under this Contract by the Employer or the Consultant/ Firm may be taken or executed by the Officials specified in the SC.

1.7 Taxes and Duties

The Consultant/ Firm, Sub Consultant/ Firm and their Personnel shall pay such Taxes, Duties, Fees and other Impositions as may be levied under the Applicable Law, the Amount of which is deemed to have been included in the Contract Price. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant/ Firm in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant/ Firm under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in GC 6.2.

1.8 Limit of scope of work

Employer may limit scope of work to any stage / components and the payments shall be done up to that completion of services till that stage.

2.0 Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into Effect either on the Date when the Contract is signed by both the Parties or on such other Date as may be stated in the SC.

2.2 Commencement of Services

The Consultant/ Firm shall begin carrying out the Services from the Effective Date, or at such other Date as may be specified by the Employer.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the Terms and Conditions of this Contract may include Modification of the Scope of the Services or of the Contract Price, may only be made by Written Agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an Event which is beyond the Reasonable Control of a Party, and which makes a Party's Performance of its Obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The Failure of a Party to fulfil any of its Obligations under the Contract shall not be considered to be

a Breach of, or Default under this Contract so far as such Inability arises from an Event of Force Majeure, provided that the Party affected by such an event (a) has taken all Reasonable Precautions, Due Care and Reasonable Alternative Measures in order to carry out the Terms and Conditions of this Contract, and (b) has informed the other Party as soon as possible about the Occurrence of such an Event.

2.5.3 Extension of Time

Any Period, within which a Party shall, pursuant to this Contract, complete any Action or Task, shall be extended for a Period equal to the time during which such Party was unable to perform such Action as a Result of Force Majeure.

2.5.4 Payments

During the Period of their Inability to Perform the Services as a Result of an Event of Force Majeure, the Consultant/ Firm shall be entitled to continue to be paid under the Terms of this Contract, as well as to be reimbursed for Additional Costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Suspension

The Employer may by Written Notice of Suspension to the Consultant/ Firms, suspend all Payments to the Consultant/ Firm hereunder if the Consultant/ Firm fail to perform any of his Obligations under this Contract, including the carrying out of the Services, provided that such Notice of Suspension (i) shall specify the Nature of the Failure, and (ii) shall request the Consultant/ Firm to remedy such Failure within a period not exceeding thirty (30) days after receipt by the Consultant/ Firm of such Notice of Suspension. Employer shall pay Consultant/ Firms for all work-in-progress, Services already performed, and expenses incurred by Consultant/ Firms up to and including the effective date of the Suspension of this Agreement.

2.7 Termination

2.7.1 By the Employer

The Employer may terminate this Contract, by not less than thirty (30) days" Written Notice of Termination to the Consultant/ Firms, to be given after the Occurrence of any of the Events specified in Paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days in the case of the Event referred to in (e).

- a. If the Consultant/ Firm does not remedy a Failure in the Performance of his Obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Employer may have subsequently approved in writing.
- b. If the Consultant/ Firm (or any of their Members) becomes insolvent or bankrupt.
- c. If, as the result of Force Majeure, the Consultant/ Firm is unable to perform a Material Portion of the Services for a period of not less than sixty (60) days ; or
- d. If the Consultant/ Firm, in the Judgment of the Employer has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract.

For the purpose of this Clause

- i. "Corrupt Practice" means the Offering, Giving, Receiving or Soliciting of anything of value to influence the Action of a Public official in the selection process or in contract execution.
- ii. "Fraudulent Practice" means a Misrepresentation of Facts in order to influence a Selection Process or the Execution of a Contract to the detriment of the Employer, and includes Collusive Practice among Consultant/ Firms (prior to or after Submission of Proposals) designed to establish Prices at Artificial, Non Competitive Levels and to deprive the Employer of the Benefits of Free and Open Competition.

- e. If the Employer, in its sole discretion and for any Reason whatsoever, decides to terminate this Contract.

2.7.2 By the Consultant/ Firm

The Consultant/ Firm may terminate this Contract, by not less than thirty (30) days" Written Notice to the Employer, such Notice to be given after the Occurrence of any of the Events specified in Paragraphs (a) through (c) of this Clauses 2.7.2.

- a. If the Employer fails to pay any monies due to the Consultant/ Firm pursuant to this Contract and not subject to Dispute pursuant to Clause 7.0 hereof within forty five (45) days after receiving Written Notice from the Consultant/ Firm that such Payment is overdue.
- b. If the Employer is in Material Breach of its Obligations pursuant to this Contract and has not remedied the same with in forty five (45) days (or such longer period as the Consultant/ Firm may have subsequently approved in Writing) following the Receipt by the Employer of the Consultant/ Firm"s Notice specifying such Breach.
- c. If, as the Result of Force Majeure, the Consultant/ Firm is unable to perform a Material Portion of the Services for a Period of not less than sixty (60) days).

2.7.3 Cessation of Rights and Obligations

Upon Termination of this Contract pursuant to Clause 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all Rights and Obligations of the Parties hereunder shall cease except

- i. Such Rights and Obligations as may have occurred on the Date of Termination or Expiration.
- ii. The Obligation of Confidentiality set forth in Clause GC 3.3 hereof.
- iii. Any Right which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon Termination of this Contract by Notice of either Party to the other pursuant to Clause GC 2.7.1 or GC 2.7.2 hereof, the Consultant/ Firm shall, immediately upon dispatch or receipt of such notice, take all Necessary Steps to bring the Services to a close in a prompt and orderly manner and shall make every Reasonable Effort to keep Expenditures for this purpose to a minimum. With respect to Documents prepared by the Consultant/ Firm and Equipment and Materials furnished by the Employer, the Consultant/ Firm shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

2.7.5 Payment upon Termination

Upon Termination of this Contract pursuant to Clauses 2.7.1 and 2.7.2, the Employer shall make the following payments to the Consultant/ Firm.

- a. Remuneration pursuant to Clause 6.0 for Services satisfactorily performed prior to the Effective Date of Termination.
- b. Except in the case of Termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, Reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3.0 Obligations of the Consultant/ Firm

3.1 General

The Consultant/ Firm shall perform the Services and carry out his Obligations hereunder with all due Diligence, Efficiency and Economy, in accordance with generally accepted Professional Techniques and Practices, and shall observe Sound Management Practices, and employ Appropriate Advanced Technology and Safe Methods. The Consultant/ Firm shall always act, in respect of any Matter relating to this Contract or to the Services, as Faithful Advisers to the Employer, and shall at all times support and safeguard the Employer"s legitimate interests in any dealings with Sub Consultant/ Firms or Third Parties.

3.2 Conflict of Interests**3.2.1 Consultant/ Firm not to benefit from Commissions, Discounts, etc.**

The Remuneration of the Consultant/ Firm pursuant to Clause 6.0 shall constitute the Consultant/ Firm's Sole Remuneration in connection with this Contract or the Services, and the Consultant/ Firm shall not accept for his own benefit any Trade Commission, Discount or similar Payment in connection with Activities pursuant to this Contract or to the Services or in the Discharge of their Obligations under the Contract, and the Consultant/ Firms shall use their best Efforts to ensure that the Personnel, any Sub Consultant/ Firms, and Agents of either of them, similarly shall not receive any such Additional Remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Consultant/ Firm, as part of the Services, have the Responsibility of advising the Employer on the Procurement of Goods, Works or Services, the Consultant/ Firm shall comply with any Applicable Procurement Guidelines of the Funding Agencies and shall at all times exercise such Responsibility in the best interest of the Employer. Any Discounts or Commissions obtained by the Consultant/ Firm in the exercise of such Procurement Responsibility shall be for the Account of the Employer.

3.2.3 Consultant/ Firm and Affiliates not to engage in certain Activities

The Consultant/ Firm agrees that, during the Term of this Contract and after its Termination, the Consultant/ Firm and his Affiliates, as well as any Sub Consultant/ Firm and any of its Affiliates, shall be disqualified from providing Goods, Works or Services (other than the Services and any Continuation thereof) for any Project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

Neither the Consultant/ Firm nor his Sub Consultant/ Firms nor the Personnel shall engage, either directly or indirectly, in any of the following Activities.

- a. During the Term of this Contract, any Business or Professional Activities in the Government's Country which would conflict with the Activities assigned to him under this Contract; or
- b. After the Termination of this Contract, such other Activities as may be specified in the SC.

3.3 Confidentiality

Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of three (3) years from the date of termination of this Agreement.

3.4 Insurance to be taken out by the Consultant/ Firm

The Consultant/ Firms (a) shall take out and maintain, and shall cause any Sub Consultant/ Firms to take out and maintain at their (or the Sub Consultant/ Firm's, as the case may be) own cost but on terms and conditions approved by the Employer, Insurance against the Risks, and for the Coverage,

as shall be specified in the SC; and (b) at the Employer's Request, shall provide evidence to the Employer showing that such Insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant/ Firm's Actions requiring Employer's Prior Approval

The Consultant/ Firm shall obtain the Employer's Prior approval in Writing before taking any of the following Actions.

- a. Entering into a Subcontract for the Performance of any Part of the Services, it being understood (i) that the Selection of the Sub Consultant/ Firm and the Terms and Conditions of the Subcontract shall have been approved in Writing by the Employer prior to the Execution of the Subcontract, and (ii) that the Consultant/ Firm shall remain fully Liable for the Performance of the Services by the Sub Consultant/ Firm and its Personnel pursuant to this Contract.
- b. Appointing such Members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub Consultant/ Firms"), and
- c. Any other Action that may be specified in the SC.

3.6 Reporting Obligations

The Consultant/ Firm shall submit to the Employer the Reports and Documents specified in Appendix B in the Form, in the Numbers, and within the Periods set forth in the said Appendix.

3.7 Documents prepared by the Consultant/ Firm to be the Property of the Employer

All deliverables in the form of data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that Consultant own in performing the Services shall remain with Consultant .Notwithstanding the delivery of any Services, Consultant retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Consultant compile and retain in connection with the Services (but not Employer Information reflected in them).

3.8 Equipment and Materials furnished by the Employer

Equipment and Materials made available to the Consultant/ Firm by the Employer or purchased by the Consultant/ Firm with Funds provided by the Employer shall be the property of the Employer and shall be marked accordingly. Upon Termination or Expiration of this Contract, the Consultant/ Firm shall make available to the Employer in accordance with the Employer's Instructions. While in possession of such Equipment and Materials, the Consultant/ Firm, unless otherwise instructed by the Employer in writing, shall insure them at the Expense of the Employer in an amount equal to their Replacement Value.

4.0 Consultant/ Firm's Personnel and Sub Consultant/ Firms**4.1 Description of Personnel**

The Titles, Agreed Job Descriptions, Minimum Qualifications and Estimated Periods of Engagement in carrying out of the Services of the Consultant/ Firm's Key Personnel are described in Appendix C. The Key Personnel and Sub Consultant/ Firms listed by Title as well as by Name in Appendix C are hereby approved by the Employer.

4.2 Removal and / or Replacement of Personnel

- a. If for any Reason beyond the Reasonable Control of the Consultant/ Firm, it becomes necessary to replace any of the Key Personnel, the Consultant/ Firm shall forthwith provide as a Replacement a Person of Equivalent or Better Qualifications.
- b. If the Employer finds that any of the Personnel have (i) committed Serious Misconduct or has been charged with having committed a Criminal Action, or (ii) have Reasonable Cause to be dissatisfied with the Performance of any of the Personnel, then the Consultant/ Firm shall, at the Employer's Written Request specifying the Grounds therefore, forthwith provide as a Replacement a person with Qualifications and Experience acceptable to the Employer.

- c. The Consultant/ Firm shall have no Claim for Additional Costs arising out of or incidental to any Removal and / or Replacement of Personnel.

5.0 Obligations of the Employer

5.1 Assistance and Exemptions

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

- a. Issue to Officials, Agents and Representatives of the Government all such Instructions as may be Necessary or Appropriate for the Prompt and Effective Implementation of the Services.
- b. Assist the Consultant/ Firm and the Personnel and any Sub Consultant/ Firms employed by the Consultant/ Firms for the Services from any Requirement to register or obtain any Permit to practice their Profession or to establish themselves either individually or as a Corporate Entity according to the Applicable Law.
- c. Provide to the Consultant/ Firm, Sub Consultant/ Firms and Personnel any such other Assistance as may be specified in the SC.

5.2 Services and Facilities

The Employer shall make available to the Consultant/ Firm and its Personnel, for the Purposes of the Services and Free of any Charge, the Services, Facilities and Property described in Appendix D at the time and in the manner specified in said Appendix D, provided that if such Services, Facilities and Property shall not be made available to the Consultant/ Firms as and when so specified, the Parties shall agree on (i) any Time Extension that it may be appropriate to grant to the Consultant/ Firm for the Performance of the Services, (ii) the Manner in which the Consultant/ Firm shall procure any such Services, Facilities and Property from other Sources, and (iii) the Additional Payments, if any, to be made to the Consultant/ Firms as a result thereof.

6.0 Payment to the Consultant/ Firm

6.1 Lump Sum Remuneration

The Consultant/ Firm's Total Remuneration shall not exceed the Contract Price and shall be a Fixed Lump Sum including all Staff Costs, Sub Consultant/ Firms' Costs, Printing, Communications, Travel, Accommodation, and the like, and all other Costs incurred by the Consultant/ Firm in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to Additional Payments in accordance with Clause 2.4.

6.2 Contract Price

The Contract Price is set forth in the SC.

6.3 Payment for Additional Services

For the Purpose of Determining the Remuneration due for Additional Services as may be agreed under Clause 2.4, a Breakdown of the Lump Sum Price is provided in Appendix E.

6.4 Terms and Conditions of Payment

Payment will be made to the Account of the Consultant/ Firm and according to the Payment Schedule stated in the SC unless otherwise stated in the SC. Any other Payment shall be made after the Conditions listed in the SC for such Payment have been met, and the Consultant/ Firm has submitted an Invoice to the Employer specifying the amount due.

6.5 Interest on Delayed Payments

If the Client has delayed payments beyond thirty (30) days after the due date stated in the Clause GC 6.4, interest shall be paid to the Advisor for each day of delay at the rate of 15% compounded annually.

7.0 Settlement of Disputes

7.1 Amicable Settlement

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

7.2 Dispute Settlement

Any Dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after Receipt by one Party of the other Party's request for such Amicable Settlement may be submitted by either party for Settlement in accordance with the Provisions specified in the SC Clause 1.12 and 1.13.

8.0 Good Faith

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

9.0 Limitation of Liability

The Employer (and any others for whom Services are provided) shall not recover from Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Contract or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Employer (and any others for whom Services are provided) shall not recover from Consultant, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid/limited to the amount of fees for the Services that directly caused the loss in connection with claims arising out of this Contract or otherwise relating to the Services. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

To the fullest extent permitted by applicable law and professional regulations, Employer shall indemnify Consultant against all claims by third parties (including the Employer's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any Report disclosed to it by or through Employer or at Employer request. Employer shall have no obligation hereunder to the extent that Consultant have specifically authorized, in writing, the third party's reliance on the Report.

10.0 Exclusions

As part of the Contract, the Consultant/Firm is not expected to provide any accounting, legal or tax advice or prepare any branding or marketing material, engineering drawings and estimates, brand logo other than when the Consultant/Firm or any third party is appointed to do so under a separate contract. In the case that a third party is appointed, the Consultant/Firm is expected to do the Project Management for the same.

III. SPECIAL CONDITIONS OF CONTRACT

GC Clause Reference

1.1 The Member in Charge is Mission Director, MEPMA, Telangana

1.2 The Addresses are:

File No.MEPMA-SUSV/MAE/1/2018-SMC-SUSV-MEPMA

Selection of consultant for setting up of Project Management Unit for implementation of Support Urban Street Vendor (SUSV) program for MEPMA, Telangana for a period of 3 years

Employer :

Attention : _____
Telex : _____
Fax : _____
E – mail : _____

Consultant/ Firm : _____

Attention : _____
Telex : _____
Fax : _____
E – mail : _____

Notice shall be deemed to be effective as follows:

- a. In the case of Personal Delivery or Registered Mail, on delivery.
- b. In the case of Telex / E – mail, 24 hours following Confirmed Transmission.
- c. In the case of Telegrams, 24 hours following Confirmed Transmission and
- d. In the case of Facsimiles, 24 hours following Confirmed Transmission.

1.3 The Authorized Representatives are:

For the Employer:

For the Consultant/ Firm:

1.4 The Consultant/ Firm and its Personnel shall pay the Taxes, Duties, Fees, Levies and other Impositions levied under the Existing, Amended or Enacted Laws during the Life of this Contract and the Employer shall perform such Duties in regard to the Deduction of such Taxes as may be lawfully imposed.

However, the Consultancy Service Tax payable for this Consultancy Services shall be paid / reimbursed by the Employer separately as per the prevailing rate.

1.5 The Date on which this Contract shall come into Effect is: The Date of Agreement.

1.6 Commencement of Services shall be as mentioned in the GC.

1.7 Time period of the Contract will be 36 (Thirty Six) months.

1.8 The Risks and the Coverages shall be:

- 1. Third Party Motor Vehicle Liability Insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultant/ Firms or their Personnel or any Sub Consultant/ Firms or their Personnel, for the period of Consultancy;
- 2. Third Party Liability Insurance, with a Minimum Coverage for Amount equal to fees for the Period of Consultancy;
- 3. Employer"s Liability and Workers" Compensation Insurance in respect of the Personnel of the Consultant/ Firms and of any sub Consultant/ Firm,

in accordance with the Relevant Provisions of the Applicable Law, as well as, with respect to such Personnel, any such Life, Health, Accident, Travel or other Insurance as may be appropriate;

4. Professional Liability Insurance, with a Minimum Coverage equal to total Contract Value for this Consultancy; and
5. Insurance against Loss of or damage to (i) Equipment purchased in whole or in part with Funds provided under this Contract (ii) the Consultant/ Firm"s Property used in the Performance of the Services, and (iii) any Documents prepared by the Consultant/ Firm in the Performance of the Services.

1.9 The Consultant/ Firm shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer.

1.10 The Amount of Contract is INR. _____.

1.11 Payment Schedule

Payment will be on a monthly basis. Invoice will be due at the end of every month of service along with submission of Report compiling all relevant deliverables for that period.

Payment shall be made within 30 days of Receipt of the Invoice and within 60 days in the case of the Final Payment.

1.12 Disputes shall be settled by Arbitration in accordance with the following provisions.

1.13 Selection of Arbitrators

Each Dispute submitted by a Party to Arbitration shall be heard by a Sole Arbitrator or an Arbitration Panel composed of three Arbitrators, in accordance with the following provisions.

- a. Where the Parties agree that the Dispute concerns a Technical Matter, they may agree to appoint a Sole Arbitrator or, failing Agreement on the identity of such Sole Arbitrator within thirty (30) days after Receipt by the other Party of the Proposal of a Name for such an Appointment by the Party who initiated the Proceedings, either Party may apply to the President, Institution of Engineers India, New Delhi; for a List of not fewer than five Nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the Last Remaining Nominee on the list shall be the Sole Arbitrator for the Matter in Dispute. If the Last Remaining Nominee has not been determined in this manner within sixty (60) days of the Date of the List, the President, Institution of Engineers India, New Delhi; shall appoint, upon the Request of either Party and from such List or otherwise, a Sole Arbitrator for the matter in dispute.
- b. Where the Parties do not agree that the Dispute concerns a Technical Matter, the Employer and the Consultant/ Firm shall each appoint one Arbitrator and these two Arbitrators shall jointly appoint a Third Arbitrator, who shall chair the Arbitration Panel. If the Arbitrators named by the Parties do not succeed in appointing a Third Arbitrator within thirty (30) days after the latter of the Two Arbitrators named by the Parties have been appointed, the Third Arbitrator shall, at the Request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.
- c. If in a Dispute, one Party fails to appoint its Arbitrator within thirty (30) days after the other Party has appointed its Arbitrator, the Party which has named an Arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a Sole Arbitrator for the Matter in Dispute, and the Arbitrator appointed pursuant to such Application shall be the Sole Arbitrator for the Dispute.

1.14 Rules of Procedure

Arbitration Proceedings shall be conducted in accordance with the Procedure of the Arbitration and Conciliation act 1996, of India.

1.15 Substitute Arbitrators

If for any reason an Arbitrator is unable to perform his Function, a Substitute shall be appointed in the same manner as the Original Arbitrator.

1.16 Qualifications of Arbitrators

The Sole Arbitrator or the Third Arbitrator appointed shall be a nationally recognized Legal or Technical Expert with Extensive Experience in relation to the Matter in Dispute.

1.17 Miscellaneous

In any Arbitration Proceeding hereunder

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in Hyderabad.
- (b) The Decision of the Sole Arbitrator or of a Majority of the Arbitrators (or of the Third Arbitrator if there is no such Majority) shall be Final and Binding and shall be enforceable in any Court of Competent Jurisdiction, and the Parties hereby waive any Objections to or Claims of Immunity in respect of such Enforcement.

APPENDICES

Appendix A: Description of the Services

[Give Detailed Descriptions of the Services to be provided, Dates for Completion of Various Tasks, Place of Performance for different Tasks, Specific Tasks to be approved by Employer, etc.]

Appendix B: Reporting Requirements

[List Format, Frequency, Contents of Reports and Number of Copies; Dates of Submission, etc. If no Reports are to be submitted, state here “Not Applicable”]

Appendix C: Key Personnel and Sub Consultant/ Firms

[List hereunder:

C – 1 Titles [and Names, if already available], Detailed Job Descriptions and Minimum Qualifications, Experience of Key Personnel to be assigned to Work and Staff Months for each.

C – 2 List of Approved Sub Consultant/ Firms [if already available]; same Information with respect to their Personnel as in C – 1 through C – 2.

Appendix D: Services and Facilities to be provided by the Employer

The Employer will provide the following Services and Facilities:

Dedicated room/office for the team including furniture/fixtures, electricity, internet connection, stationery and printer

Appendix E: Breakdown of Contract Price in Indian Rupees

List here the Elements of Cost used to arrive at the Breakdown of the Lump Sum Price.

1. Monthly Rates for Local Personnel (Key Personnel and other Personnel).
2. Reimbursable Expenditures.

This appendix shall exclusively be used for determining remuneration for Additional Services.

File No. MEPMA-SUSV/MAE/1/2018-SMC-SUSV-MEPMA

Selection of consultant for setting up of Project Management Unit for implementation of Support Urban Street Vendor (SUSV) program for MEPMA, Telangana for a period of 3 years

Signature valid

Digitally signed by DASARI

JOHN SAMSON

Date: 2018.08.13 21:17:47 IST

Reason: Approved

MEPMA, Telangana