

REQUEST FOR PROPOSAL

Empanelment of Human Resource Firms for Providing Manpower to Special Purpose Vehicles under the Smart City Mission

National Institute of Urban Affairs, New Delhi

Issued on: 18th September, 2017

Client: National Institute of Urban Affairs, New Delhi

Mission Name: SMART CITY MISSION

Name of The Ministry/
Department: MINISTRY OF HOUSING AND URBAN AFFAIRS.

Title of Consulting
Services: EMPANELMENT OF HUMAN RESOURCE FIRMS FOR PROVIDING
MANPOWER TO SPVs IN SMART CITIES

CONTENTS

Section	Particulars	Page No.
Section 1.	Background	3
Section 2.	Instructions to Consultants	4
	Part I – Standard instructions	4
	Part II – Data Sheet	15
Section 3.	Technical Proposal – Standard Forms	22
Section 4.	Financial Proposal – Standard Forms	30
Section 5.	Terms of Reference	33
Section 6.	Standard Forms of Contract	39

Section 1. BACKGROUND

In compliance of guidelines for Smart City Mission, cities have already established Special Purpose Vehicles (SPVs) as Limited Companies under the Companies Act, 2013.

The SPVs need to appoint Key Managerial Posts (KMP) i.e. Chief Executive Officer, Company Secretary and Chief Finance Officer as per requirement of the Companies Act. Besides this SPVs will also need to recruit Human Resources in various fields e.g. Engineering, Planning, IT, Finance depending upon requirement of each city. The same are detailed in Section 5, Terms of Reference, below.

A significant number of positions are to be filled in the 90 cities selected in the Smart Cities Mission so far, and 10 more cities that will be added soon. There are also incidental re-hiring needs in the cities from time-to-time, hence there is substantial demand, and it is felt that a structured approach for hiring and deploying professionals across the country, may benefit the SPVs.

In this context, the National Institute of Urban Affairs (NIUA), an autonomous body under Ministry of Housing and Urban Affairs plans to empanel Human Resource Firms for providing manpower to the SPVs as per the requirement of each SPV.

Section 2

Instructions to Consultants

Part I

Standard

1. Definitions

- (a) "Client" means the Ministry / Department who have invited the bids for consultancy services and/ or with which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.
- (b) "Consultant" means any entity or person or associations of person who have been short-listed to submit their proposals that may provide or provides the Services to the Client under the Contract.
- (c) "Contract" means the Contract signed between the Consultant and the Employer.
- (d) "Project specific information" means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (e) "Day" means calendar day.
- (f) "Employer" means the SPV of the Smart City for whom the hiring is proposed and which will enter into contract with the Consultant
- (g) "Government" means the Government of India
- (h) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides short-listed Consultants with all information needed to prepare their proposals.
- (i) "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the short-listed consultants.
- (j) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Domestic Personnel" means such professionals and support staff who at the time of being so provided had their

domicile in India.

- (k) "Proposal" means the Technical Proposal and the Financial Proposal.
- (l) "RFP" means the Request for Proposal prepared by the Client for the selection of Consultants, based on the SRFP.
- (m) "SRFP" means the Standard Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.
- (n) "Assignment / job" means the work to be performed by the Consultant pursuant to the Contract.
- (o) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Assignment/job.
- (p) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the Assignment/job.

2. Introduction

- 2.1 The Client named in the Part II Data Sheet will select a consulting firms/organization (the Consultant) in accordance with the method of selection specified in the Part II Data Sheet.
- 2.2 The name of the assignment/Job has been mentioned in Part II Data Sheet. Detailed scope of the assignment/ job has been described in the Terms of Reference in Section 5.
- 2.3 The date, time and address for submission of the proposals has been given in Part II Data Sheet.
- 2.4 The applicants are invited to submit their Proposal, for consulting Assignment/job named in the Part II Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.5 Consultants should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/job and Local conditions, Consultants are encouraged to meet the Client's representative named in part II Data Sheet before submitting a proposal and to attend a **pre-proposal meeting** if one is specified in the Part II Data Sheet. Attending the pre-proposal meeting is optional. Consultants should contact the Client's representative to arrange for their visit or to obtain additional information on the pre-proposal meeting. Consultants should ensure that these representatives are advised of the visit in adequate time to allow them to make appropriate

arrangements.

- 2.6 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to announcement of results, without thereby incurring any liability to the Consultants.

3. Eligibility of Association of consultants and Sub-Consultants

- 3.1. If the consultant has formed an association of consultants, each member of the association of consultant shall be evaluated as per the qualification/ eligibility criteria set forth in Part II data Sheet. The combined score of the each member of the association of consultant shall be taken into account for evaluation purpose. If any member of the association of consultants is dropped at the RFP stage, such an association of consultant is liable to be rejected by the Client. However, the Client, at its sole discretion, may decide to evaluate for short-listing such association of consultant without considering the strength of the dropped member and if found eligible, may allow such association of consultant to submit their proposal.

- 3.2. A short-listed consultant may associate with consultants and /or individual expert at the time of submission of proposal with. Under such circumstances each member of the association of consultant shall be evaluated as per the qualification/ eligibility criteria set forth in Part II data Sheet. The combined score of the each member of the association of consultant shall be taken into account for evaluation purpose. However, the lead member of the association of the consultant shall be the consultant who has been short-listed by the Client and Client shall deal with only the lead member for the purpose of this assignment. Although the contract shall be signed by all the members of the associations of the consultants, the lead member of the association of the consultant shall be responsible and liable to the Client for every aspects of their proposal, contract etc.

4. Clarification and Amendment of RFP Documents

- 4.1 Consultants may request a clarification on any clause of the RFP documents up to the number of days indicated in the Part II Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Part II Data Sheet. The Client will respond in writing, or by

standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 4.2 below.

- 4.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

5. Conflict of Interest

- 5.1 Client requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.
- 5.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities: (i) A firm that has been engaged by the Client to provide goods, works or Assignment/job other than consulting Assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting Assignment/job related to those goods, works or Assignment/job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/job other than consulting Assignment/job resulting from or directly related to the firm's consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting Assignment/job; (ii) A Consultant (including its Personnel and Sub-Consultants)

or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. **Similarly, a Consultant hired to prepare Terms of Reference for an Assignment/job shall not be hired for the Assignment/job in question.**

Conflicting relationships (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

5.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Client comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.

5.4 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies.

6. Unfair Advantage

6.1 If a Consultant could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per para 5 above, the Client shall make available to all Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

7. Proposal

- 7.1 Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

- 7.2 The Consultant can submit a proposal for any / all of the Clusters (or regions) into which the Smart Cities are divided as per Geography, and appended in the Data Sheet. The Names of the Clusters for which the Consultant is submitting the proposal has to be clearly mentioned. If there is any variation in the proposals (technical or financial) for any clusters, then separate proposals have to be made. However, if the proposals are identical, then the title can simply list the numbers of Clusters for which the proposal is made.

8. Proposal Validity

- 8.1 The Part II Data Sheet to consultant indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal and also the financial proposal unchanged. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal remain unchanged, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals, under such circumstance the Client shall not consider such proposal for further evaluation.

9. Preparation of Proposals

- 9.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Client, shall be written in English language, unless specified otherwise.

- 9.2 In preparing their Proposal, Consultants are expected to examine in detail the documents

comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

9.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) If a short-listed Consultant considers that it may enhance its expertise for the Assignment/job by associating with other Consultants in sub-consultancy, it may associate with a non-short-listed Consultant.

(b) While making the proposal, the consultant must ensure compliance of requirements as sought by the Client, failing which the proposal shall be considered as non-responsive.

9.4 Depending on the nature of the Assignment/job, Consultants are required to submit a Technical Proposal (TP) in forms provided in Section-III. The Part II Data sheet in Section-II indicates the formats of the Technical Proposal to be submitted. **Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.** The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Form Tech – I in Section-III is a sample letter of technical proposal which is to be submitted alongwith the technical proposal.

(a) A brief description of the consultant's organization and in the case of a consortium/ joint venture, of each partner, will be provided in Form Tech-2. In the same Form, the consultant and in the case of a consortium/ joint venture, each partner will provide details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the Assignment/job, contract amount, and Consultant's involvement. Information should be provided only for those Assignment/jobs for which the Consultant was legally contracted by the Client as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs.

Consultants should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.

- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment/job; and on requirements for counterpart staff and facilities including: administrative support, office space, Domestic transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).

- (c) A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects: approach and methodology, work plan, and organization and schedule of deliverables. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.

9.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

9.6 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). Form FIN 2 is inclusive of all costs associated with delivering the Assignment/job. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

10. Currency

10.1 Consultants shall express the price of their Assignment/job in India Rupees.[In case of assignment where payments in foreign currency are allowed to be made, the consultants are free to make their quote in any foreign currency. The Client shall mention the provision regarding conversion of such foreign currency to Indian Rupees]

11. Submission, Receipt, and Opening of Proposal

- 11.1 The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 11.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 11.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the Assignment/job. The envelopes containing the Technical Proposals, Financial Proposals, EMD and bid processing fees shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE [insert the time and date of the opening indicated in the Data sheet]". The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection.

If theFinancial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

- 11.4 The Proposals must be sent to the address/addresses indicated in the Data sheet and received by the Client no later than the time and the date indicated in the Data sheet, or any extension to this date in accordance with para 4.2 above. Any proposal received by the Client after the deadline for submission shall be returned unopened.

12. Proposal Evaluation

- 12.1 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, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

12.2 The Client has constituted a Consultant Selection Committee (CSC) which will carry out the entire evaluation process.

13. Evaluation of Technical Proposals:

NIUA while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation. NIUA shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined in the Data sheet.

14. Public opening & evaluation of the Financial Proposals:

14.1 Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified the Data sheet, in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, their technical score (if required) and their financial proposal shall be read aloud.

14.2 The NIUA will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum

form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. **If permitted under RFP to quote in any currency other than Indian Rupees, prices shall be converted to Indian Rupees using the selling rates of exchange, source and reference date indicated in the Data sheet.** Normally, the date will be the date of opening of the tender unless specified otherwise in the Data sheet.

14.3 After opening of financial proposals, appropriate selection method shall be applied to determine the consultant who will be declared winner and be eligible for award of the contract. The methods of selections are described in the Data Sheet. This selected consultant will then be invited for negotiations, if considered necessary.

15. Negotiations

15.1 Negotiations will be held at the date, time and address intimated to the qualified and selected bidder. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

15.2 Technical negotiations: Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Assignment/job". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the Assignment/job. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

15.3 Financial negotiations: After the technical negotiations are over, financial negotiations should be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstance, the financial negotiation shall result in to increase in the price originally quoted by the consultant. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

16. Award of Contract

- 16.1 After completing negotiations the Client shall issue a Letter of Intent to the selected Consultant(s) and promptly notify all other Consultants who have submitted proposals about the decision taken.
- 16.2 The Consultant is expected to commence the Assignment/job on the date and at the location specified in the Part II Data Sheet.

17. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Client's antifraud and corruption policy.

Section 2

INSTRUCTIONS TO CONSULTANT

Part-II

DATA SHEET

<u>Clause No. of Data Sheet</u>	<u>Ref of ITC</u>	<u>Particulars</u>	
1.	2.2	Name of the Client:	National Institute of Urban Affairs
2.	2.2	Name of the Assignment/job is: (Kindly indicate the name of assignment on the proposal envelope)	EMPANELMENT OF HUMAN RESOURCE FIRMS FOR PROVIDING MANPOWER TO SPVs IN SMART CITIES.
3.	2.5	A pre-proposal meeting will be held:	YES Date:03October 2017 Time:11:00 hrs Venue: Conference room, NIUA, 2 nd Floor, Core 4B, India Habitat Centre, Lodhi Road, New Delhi, 110003
4	14.4	Date & time and address for submission of proposal/ bid:	
		Date	18October 2017
		Time	17:00 hrs
		Address	The Director, NIUA, 1 st & 2 nd Floor, Core 4B, India Habitat Centre, Lodhi Road, New Delhi, 110003
5	2.5	The Client's representative	Mr. Anandlyer, Chief Project Manager

		is:	
		Address:	As above
		Telephone:	011 2464 3284, 2461 7517, 2461 7543 Ext. 213
		Facsimile:	011 2461 7513
		E-mail:	aiyer@niua.org
6	8.1	Proposals must remain valid days after the submission date, i.e. until:	180 days
7.	4.1	Clarifications may be requested not later than days before the submission date.	20 days
		The address for requesting clarifications is:	Mr. Anand Iyer Client's representative, as above As above
		Facsimile:	As above
		E-mail:	As above
8.	9.3 (a)		Name of Sub Consultant (if proposed) shall also be mentioned along with technical details
9.	9.3 (b)	The estimated number of Professional staff-months required for the Assignment/job is:	NA
10	9.4		In addition to technical proposal, Consultants are required to submit financial proposal (as per forms prescribed in Section 4). Submission of the technical and financial proposal in improper form will render the proposal liable to be rejected.
11.	9.4	The formats of the Technical Proposal to be submitted are:	

		Form Tech 1: Letter of Proposal submission	
		Form Tech 2 : Consultant's organization & experience	Maximum of 2 pages introducing the firm and associate forms with background and general experience of the firm
		Form Tech 4 : Approach & methodology	Maximum of 20 pages including charts and diagrams
		Form Tech 8 : Work Schedule	
		Form Tech 9: Comment / modification suggested on draft contract.	
		Form Tech 10:Information regarding any conflicting activities and declaration thereof.	
12.		Training is a specific component of this Assignment/job	NO
13.	11.1	Consultant to state the cost in	Indian Rupees
14.	14.3	Consultant must submit the original and 1 (One) copy of the Technical Proposal, and the original of the Financial Proposal.	
15.	15.4	Evaluation Criteria :Criteria, sub-criteria, for evaluation of Technical Proposals have been prescribed:	Detailed evaluation
16.	15.7	Method of Selection	Least Cost Basis.

Clustering of Cities:

Clusters of Smart Cities		
Sl. No.	Name of State	Name of City
CLUSTER 1		
1	Uttar Pradesh	Lucknow
2	Uttar Pradesh	Agra
3	Uttar Pradesh	Aligarh
4	Uttar Pradesh	Jhansi
5	Uttar Pradesh	Kanpur
6	Uttar Pradesh	Varanasi
7	Uttar Pradesh	Allahabad
TOTAL		7
CLUSTER 2		
1	Puducherry	Puducherry
2	Tamil Nadu	Salem
3	Tamil Nadu	Thanjavur
4	Tamil Nadu	Vellore
5	Tamil Nadu	Tiruchirappalli
6	Tamil Nadu	Thoothukkudi
7	Tamil Nadu	Tiruppur
8	Tamil Nadu	Tirunelveli
9	Tamil Nadu	Chennai
10	Tamil Nadu	Coimbatore
11	Tamil Nadu	Madurai
TOTAL		11
CLUSTER 3		
1	Maharashtra	Solapur
2	Maharashtra	Pune
3	Maharashtra	Aurangabad
4	Maharashtra	Kalyan-Dombivali
5	Maharashtra	Nagpur
6	Maharashtra	Nashik
7	Maharashtra	Thane
8	Maharashtra	PimpriChinchwad
TOTAL		8
CLUSTER 4		
1	Gujarat	Ahmadabad

2	Gujarat	Surat
3	Gujarat	Vadodara
4	Gujarat	Gandhinagar
5	Gujarat	Dahod
6	Gujarat	Rajkot
7	Rajasthan	Udaipur
8	Rajasthan	Ajmer
9	Rajasthan	Jaipur
10	Rajasthan	Kota
TOTAL		10
CLUSTER 5		
1	Bihar	Bhagalpur
2	Bihar	Muzaffarpur
3	Bihar	Patna
4	Chhattisgarh	Bilaspur
5	Chhattisgarh	Naya Raipur
6	Chhattisgarh	Raipur
7	Jharkhand	Ranchi
8	Madhya Pradesh	Indore
9	Madhya Pradesh	Bhopal
10	Madhya Pradesh	Ujjain
11	Madhya Pradesh	Satna
12	Madhya Pradesh	Sagar
13	Madhya Pradesh	Jabalpur
14	Madhya Pradesh	Gwalior
TOTAL		14
CLUSTER 6		
1	Chandigarh	Chandigarh
2	Haryana	Karnal
3	Haryana	Faridabad
4	Himachal Pradesh	Dharamshala
5	Himachal Pradesh	Shimla
6	Jammu & Kashmir	Jammu
7	Jammu & Kashmir	Srinagar
8	NCT of Delhi	NDMC
9	Punjab	Jalandhar
10	Punjab	Ludhiana
11	Punjab	Amritsar

12	Uttarakhand	Dehradun
TOTAL		12
CLUSTER 7		
1	Goa	Panaji
2	Karnataka	Davanagere
3	Karnataka	Belagavi
4	Karnataka	Hubballi-Dharwad
5	Karnataka	Mangaluru
6	Karnataka	Shivamogga
7	Karnataka	Tumakuru
8	Karnataka	Bangalore
9	Kerala	Kochi
10	Kerala	Thiruvananthapuram
TOTAL		10
CLUSTER 8		
1	Arunachal Pradesh	Pasighat
2	Assam	Guwahati
3	Manipur	Imphal
4	Mizoram	Aizawl
5	Nagaland	Kohima
6	Sikkim	Namchi
7	Tripura	Agartala
8	West Bengal	New Town Kolkata
9	Sikkim	Gangtok
TOTAL		9
CLUSTER 9		
1	Andaman Nicobar	Portblair
2	Andhra Pradesh	Kakinada
3	Andhra Pradesh	Visakhapatnam
4	Andhra Pradesh	Tirupati
5	Andhra Pradesh	Amaravati
6	Odisha	Bhubaneswar
7	Odisha	Rourkela

8	Telangana	Warangal
9	Telangana	Karimnagar
TOTAL		9
TOTAL Cities selected		90

Procedure for evaluation of technical qualifications

Criteria, sub-criteria and point system for evaluation to be followed under this procedure is as under:

1	Total Experience of the Firm in the relevant Field	30 marks
2	Turn-over of the consulting firm from providing Human Resource assignments	10 marks
3.	Specific experience of the consultant firm relevant to the assignment / job of providing man power particularly for Key Managerial Posts/Other man power mentioned in TOR to PSUs/Public Limited Companies.	60 marks
	i) Number of Urban Sector Professionals (Infrastructure / Civil Engineers, Municipal Finance, PPP, Urban Planners, Urban Designers, Architects, etc.) provided to ULBs / PSUs/ Public Limited Companies – 30marks	
	ii) Number of PSUs/ Public Limited Companies to whom KMPs provided – 10marks	
	iii) Number of PSUs/Public Limited Companies to whom other Human Resource provided – 10 marks	
	iv) Number of personnel provided for KMPs in other companies / sectors -5 marks	
	v) Number of personnel provided for other Human Resource in other companies / sectors - 5 marks	
Total Marks		100

(Note: Minimum qualifying marks will be 70)

15.7 Method of Selection:

The method of selection shall be Least Cost Basis. The financial bid of the firms who secure 70 or more marks will be opened.

Section 3

Technical Proposal - Standard Forms

LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job and Cluster numbers] 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 and requisite EMD and bid processing fees..

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph 4 of the Part II Data Sheet, 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.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. Also if the consultant has formed a consortium, details of each of the member of the consortium, name of lead members etc shall be provided]

B - Consultant's Experience

[Using the format below, provide information on each Assignment/job for which your firm, and each partner in the case of consortium or joint venture, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/job. In case of consortium, association of consultant, the consultant must furnish the following information for each of the consortium member separately]

1. Firm's name:

1	Total Experience of the Firm in the relevant Field	
2	Turn-over of the consulting firm from providing Human Resource assignments	
3.	Specific experience of the consultant firm relevant to the assignment / job of providing man power particularly for Key Managerial Posts/Other man power mentioned in TOR to PSUs/Public Limited Companies.	

	i) Number of Urban Sector Professionals (Infrastructure / Civil Engineers, Municipal Finance, PPP, Urban Planners, Urban Designers, Architects, etc.) provided to ULBs / PSUs/ Public Limited Companies	
	ii) Number of PSUs/ Public Limited Companies to whom KMPs provided	
	iii) Number of PSUs/Public Limited Companies to whom other Human Resource provided	
	iv) Number of personnel provided for KMPs in other companies / sectors	
	v) Number of personnel provided for other Human Resource in other companies / sectors	

Note : Please provide documentary evidence form the client i.e copy of work order, contract for each of above mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

FORM TECH-4

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. The consultant should **propose and justify** the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client / Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan.

FORM TECH-8

- 1 Indicate all main activities of the Assignment/job, including deliverables of reports and other benchmarks such as Employer approvals. For phased Assignment/jobs indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

**COMMENTS / MODIFICATIONS SUGGESTED ON
DRAFT CONTRACT**

[Here the consultant shall mention any suggestion / views on the draft contract attached with the RFP document. The consultant may also mention here any modifications sought by him in the provisions of the draft contract. This information shall be used at the time of the negotiations. However, the Employer is not bound to accept any/all modifications sought and may reject any such request of modification.]

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES
AND DECLARATION THEREOF**

Are there any activities carried out by your firm or group company or any member of the consortium which are of conflicting nature as mentioned in para 5 of section 2. If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm, our associate / group firm or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities under para 5 of the section 2. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Client which shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Section 4.

Financial Proposal - Standard Forms

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is inclusive of the Domestic taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

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. before the date indicated in Paragraph 4 of the Part II Data Sheet.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

¹Sub Total (A) as per Form FIN 2

SUMMARY OF COSTS

One time Success fee as percentage of the Remuneration to be paid to the selected candidate	
IN FIGURES	
IN WORDS	

Authorized Signature

Name:

Designation

Name of firm:

Address:

Section 5

Terms of Reference

Terms of Reference
for
“ Human Resource Firms”

1. BACKGROUND

In compliance of guidelines for Smart City Mission, cities have already established SPVs as Limited Company under Companies Act, 2013. The SPVs need to appoint Key Managerial Posts (KMP) i.e. Chief Executive Officer, Company Secretary and Chief Finance Officer as per requirement of the Companies Act. Besides this SPVs will also need to recruit Human Resources in various fields e.g. Engineering, Planning, IT, Finance depending upon requirement of the each city.

In this context, National Institute of Urban Affairs (NIUA) an autonomous body under Ministry of Housing and Urban Affairs plans to empanel Human Resource Firms for providing manpower to the SPVs as per requirement of each SPV. The Scope of the NIUA as “Client” is for this RFP, and the role is restricted to the process, selection and empanelment of HR Firms for the SPVs and recommendation to the Ministry of Housing & Urban Affairs (MoHUA), Govt. of India. Onward processes would be as per the MoHUA contractual processes would be with the SPV of the various Smart Cities, who will be the “Employer” of the HR Firms for their staff hiring purposes.

2. Description of Tasks:

The Scope of work for HR agencies also varies from assignment to assignment. In the instant case, HR Agencies may be asked to perform following tasks:

- In consultation with SPV, define the HR requirements based on Smart city projects proposed
- Prepare a step by step process for selection of candidates.
- The process for recruitment, methodology of selection and work plan, which will be finalized in consultation and approval of the SPV.
- Prepare a schedule of the recruitment and get it finalised in consultation with SPV.
- Advertise the call for application by providing wide publicity through media and also direct and indirect contacts through professional network with professionals so as to get maximum possible response from competent candidates.

- Screen the applications received to filter the best candidates for that post by following approved methodology.
- Undertake all necessary due diligence regarding the educational and technical/experience claims of the candidates.
- Provide panel of 2 to 3 shortlisted candidate against each post. The panel should be accompanied by HR summary details indicating strengths and weaknesses of empanelled candidates who will be interviewed by the Selection Panel of the SPVs.
- Provide a list of all the candidates who had applied for that post along with their evaluation and sorting documents.

3. Details of KMPs and other Human Resources

Key Managerial Posts

S.No.	Designation	Qualification	Experience	Expected Salary
1	Chief Executive Officer	Master in Business Administration from an Institute of repute like IIMs.	Essential 10 years, experience in managerial capacity out of which preferably at least 3 years should be in Urban Sector.	
2	Company Secretary	As prescribed under Companies(Appointment and Qualifications of Secretary) Rules, 1988	5 years professional experience of dealing with legal and regulatory matters of the company and good knowledge of Companies Act.	
3	Chief Finance Officer	Chartered Accountant Or MBA (Finance) from an Institute of repute like IIMs.	10 years of working experience in the Corporate sector finance/accounts with good knowledge of requirement under Companies Act.	

Other Human Resource

(The list is indicative and may vary from City to City)

S. No.	Designation	Qualification	Experience	
1	Financial Management Specialist	Chartered Accountant, Cost Accountant, Management Degree in Finance, or Graduate/ Post Graduate in Commerce or equivalent.	5 years of working experience for post graduates and 7 years' experience for graduates in financial planning of projects.	
2	Infrastructure Development-cum-PPP Specialist	B.E or M. Tech in Civil/PHE/Environmental Engineering	5 years for M. Tech and 7 years for BE of working in Infrastructure projects with at least 2 years' experience of design/implementation/monitoring and evaluation of PPP projects.	
3	Technical Specialist (IT and Smart Solutions)	Post Graduate in IT	5 years' experience in IT sector with 2 years' experience in ICT applications and smart solution projects.	
4	Urban Designer	Urban Planner (Graduate in Planning/Urban Designing)	5 years' experience in Urban Planning with 2 years' experience in area-based planning	
5	Interns (2)	Graduates in Planning/Architecture /Engineering/Economics /Finance. (As per requirement of the SPV)	Fresher with basic knowledge of working with computers	

4. WORKING ARRANGEMENTS

The SPVs will send requisition to the selected firm(s) for the required manpower indicating educational qualification, experience and expected salary.

Consulting firm will provide panel of 2 to 3 shortlisted candidate against each post. The panel should be accompanied by HR summary details indicating strengths and weaknesses of empanelled candidates who will be interviewed by the Selection Panel of the SPVs. The selected firm will be responsible for quality of work of the candidates provided and in case the non-performance reported by the SPV in respect of any candidate, the same will be replaced within 30 days of receiving the request.

5. PAYMENT TERMS

SPV will make the relevant payments to the Consulting firm as per their agreed terms.

Section 6. Standard Form of Contract

STANDARD FORM OF CONTRACT

Consultants' Services

Contents

- I. Form of Contract
- II. General Conditions of Contract
 - 1. General Provisions
 - 2. Commencement, Completion, Modification and Termination of Contract
 - 3. Obligations of the Consultant
 - 4. Consultants' Personnel and Sub-Consultants
 - 5. Obligations of the Employer
 - 6. Payments to the Consultant
 - 7. Fairness and Good Faith
 - 8. Settlement of Disputes
 - 9. Liquidated Damages
 - 10. Miscellaneous Provisions
- III. Special Conditions of Contract
- IV. Appendices

Appendix A – Description of Services

Appendix B - Reporting Requirements

Appendix C–Contract Price

Appendix D- Duties of the Employer

CONTRACT FOR CONSULTANTS' SERVICES

between

[name of the SPV / Employer]

and

[name of the Consultant]

Dated:

I Form of Contract

(Text in brackets [] is optional; all notes should be deleted in final text)

This CONTRACT (hereinafter called the "Contract") is made the [day]day of the month of [month], [year], between, on the one hand, [name of client] (hereinafter called the "Client") and, on the other hand, [name of Consultant] (hereinafter called the "Consultant").

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "...(hereinafter called the "Client") and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter called the "Consultant").]

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has 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;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: **[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix]**
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C: Contract Price
 - Appendix D: Duties of the Employer

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of *[name of Client]*

[Authorized Representative]

For and on behalf of *[name of Consultant]*

[Authorized Representative]

[Note: *If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

General Conditions of Contract

1. General Provisions

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

(a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.

(b) “Consultant” means any private or public entity that will provide the Services to the “Employer” under the Contract.

(c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.

(d) “Day” means calendar day.

(e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.

(f) “Foreign Currency” means any currency other than the currency of the “Employer’s” country.

(g) “GC” means these General Conditions of Contract.

(h) “Government” means the Government of India

(i) “Local Currency” means Indian Rupees.

(j) “Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.

(k) “Party” means the “Employer” or the Consultant, as the case may be, and “Parties” means both of them.

(l) “Personnel” means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).

- (m) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (n) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (o) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (p) "Third Party" means any person or entity other than the "Employer", or the Consultant.
- (q) "In writing" means communicated in written form with proof of receipt.

1.2 Relationship between the Parties: Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer" and the Consultant. The Consultant, subject to this Contract, shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4 Headings: The headings shall not limit, alter or affect the meaning of this Contract.

1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract 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 by registered post to such Party at the address specified in the SC.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.6 Location: The Services shall be performed at such locations as are specified in hereto and, where the location of a particular task is not so specified, at such locations, as the "Employer" may approve.

1.7 Authority of Lead Partner: In case the Consultant consists of a joint venture/consortium/ association of more than one entity, the Members hereby authorize the entity specified (Lead Consultant) in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the "Employer" under this Contract, including without limitation the receiving of instructions and payments from the "Employer". However, each member or constituent of Consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.

1.8 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Employer" or the Consultant may be taken or executed by the officials specified in the SC.

1.9 Taxes and Duties: The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.10 Fraud and Corruption

1.10.1 Definitions: It is the Employer's policy to require that Employers as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, 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 or omission of facts in order to influence a selection process or the execution of a contract;

(iii) "collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.10.2 Measures to be taken by the Employer

(a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;

(b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

1.10.3 Commissions and Fees

At the time of execution of this Contract, the Consultants shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract: This Contract shall come into force and effect on the date (the "Effective Date") of the "Employer" notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services: The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.5 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations: (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party. (b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract: The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be taken:

(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

(c) 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.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the “Employer”, shall either:

(i) demobilize,; or

(ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension: The “Employer” may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its 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 allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.9 Termination

2.9.1.1 By the “Employer”: The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1.1

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

(d) If the Consultant, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

(e) If the Consultant submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.

(ee) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.

(f) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.

(g) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(h) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2 In such an occurrence the “Employer” shall give a not less than thirty (30) days’ written notice of termination to the Consultants, and sixty (60) days’ in case of the event referred to in (h).

2.9.2 By the Consultant: The Consultant may terminate this Contract, by not less than thirty (30) days’ written notice to the “Employer”, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

(a) If the “Employer” fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the “Employer” fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

(d) If the “Employer” is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the “Employer” of the Consultant’s notice specifying such breach.

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant 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 and equipment and materials furnished by the “Employer”, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the “Employer” shall make the following payments to the Consultant:

(a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, payment(s) pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination,

(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merint as assessed by it, if such part is of economic utility to the Employer. Applicable

Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance: The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Employer”, and shall at all times support and safeguard the “Employer”’s legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.2 Conflict of Interests: The Consultant shall hold the “Employer”’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 Consultant not to benefit from Commissions, Discounts, etc.: (a)The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the Consultant shall comply with the

Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Employer". Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the "Employer".

3.2.2 Consultant and Affiliates Not to Engage in Certain Activities: The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities: The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality: Except with the prior written consent of the "Employer", 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 its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken out by the Consultant: The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the "Employer", insurance against the risks, and for the coverages specified in the SC, and (ii) 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 therefore have been paid.

3.5 Accounting, Inspection and Auditing: The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the "Employer" or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "Employer" or the Employer, if so required by the "Employer" or the Employer as the case may be.

3.6 Consultant's Actions Requiring "Employer's Prior Approval: The Consultant shall obtain the "Employer's prior approval in writing before taking any of the following actions:

Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Employer". Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the "Employer" to be incompetent or incapable or undesirable in discharging assigned duties, the "Employer" may request the Consultant to provide a replacement, with qualifications and experience acceptable to the "Employer", or to resume the performance of the Services itself.

3.7 Reporting Obligations: The Consultant shall submit to the "Employer" the reports and documents specified in the TOR.

3.8 Documents Prepared by the Consultant to be the Property of the "Employer": All documents prepared by the Consultant for the "Employer" under this Contract shall become and remain the property of the "Employer", and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof.

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4. OBLIGATIONS OF THE "EMPLOYER"

4.1 Assistance and Exemptions: Unless otherwise specified in the SC, the "Employer" shall use its best efforts to ensure that the SPV shall:

- (a) Provide the Consultant, details of the personnel to be recruited in the SPV.
- (b) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

4.2 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased

accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

4.3 Payment: In consideration of the Services performed by the Consultant under this Contract, the SPV shall make to the Consultant such payments and in such manner as is provided by Clause GC 5 of this Contract.

4.4 Counterpart Personnel:(a) If necessary, the SPV shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the SPV with the Consultant's advice.

(b) Professional and support counterpart personnel, excluding SPV's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the SPV shall not unreasonably refuse to act upon such request.

5. PAYMENTS TO THE CONSULTANT

5.1 Total Cost of the Services (a) The cost of the Services payable is set forth as per the consultant's proposal to the Employer and as negotiated thereafter.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 5.1(c), payments under this Contract shall not exceed the amount specified .

(c) Notwithstanding Clause GC 5.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 5.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

5.2 Currency of Payment: All payments shall be made in Indian Rupees. [In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned instead of Indian Rupees]

5.3 Terms of Payment: The payments in respect of the Services shall be made as follows:

(a) The consultant shall submit the invoice for payment of success fee after the SPV has selected the candidates out of the panel provided by the consultant. The payment shall be released within 15 days of receipt of invoice SC 13.

(b) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.

(c) In case of early termination of the contract, the payment shall be made to the consultant based on assessment made about work done till the date of the termination.

6. FAIRNESS AND GOOD FAITH

6.1 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.

6.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 7.2 shall become applicable.

7.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3. Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. Liquidated Damages

9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 The amount of liquidated damages under this Contract shall not exceed [___] % of the value of the assignment of the contract.

9.3 The liquidated damages shall be applicable under following circumstances:

(a) Failure to submit deliverable as per schedule the Consultant shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.

(b) If the deliverables are not acceptable to the Employer, and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be

liable for Liquidated Damages for an amount equal to []% of the assignment for every week or part thereof for the delay.

10. Miscellaneous provisions:

(i) “Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

(ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

(iii) The Consultant shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

(iv) Each constituent of the Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer for performance of works/services including that of its Associates/Sub Contractors under the Contract.

(v) The Consultant shall at all times indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

(vi) The Consultant shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant’s) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.

(vii) The Consultant shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.

(viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.

(ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India/ State or the Employer.

III. Special Conditions of Contract:

(Clauses in brackets { } are optional; all notes should be deleted in final text)

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	<p>The addresses are:</p> <p>1 “Employer” : _____, the Smart City Special Purpose Vehicle of _____ Municipal Corporation</p> <p>Attention :Mr.....</p> <p>Facsimile :</p> <p>2 Consultant :</p> <p>Attention :</p> <p>Facsimile :</p>
2	1.7	<p>{Lead Partner is [insert name of member]}</p> <p>Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</p>
3	1.8	<p>The Authorized Representatives are:</p> <p>For the “Employer” : _____, the Smart City Special Purpose Vehicle of _____ Municipal Corporation</p> <p>For the Consultant:</p>
	1.9	<p>(a) The client shall reimburse GST payable in India as per Applicable Law. The consultant shall register itself for service tax with appropriate authority in India & shall provide the registration number to the client.</p> <p>b) Tax will be deducted at source as per the prevailing Income Tax Rules.</p>
4	1.10.3	Not Applicable
4	2.1	<p>The effectiveness conditions are the following:</p> <p>(i) Approval of the contract by the Employer</p> <p>(ii) Appropriate security for advance payment acceptable to the “Employer”</p> <p>(iii) Any unforeseen reason forcing closure of the programme before effectiveness of the contract.</p>

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
5	2.2	The time period shall be one month
6	2.3	The time period shall be 15 days
7	2.4	The time period shall be Months
8	3.4	Not Applicable
9	3.5	Not Applicable
10	4.2	As defined under clause 6.1(b)
11	5.1(b)	The ceiling in local currency is: [insert amount and currency]
12	5.3	(i) 80% of the success fee shall be paid after adjusting the advance already given after successful selection of the candidates referred (ii) 20% of the success fee shall be paid after 3 months of the joining of the successful candidates and assessment of their performance.
13	7.3	The Arbitration proceedings shall take place in New Delhi in India.

Binding signature of Employer Signed by _____

Binding signature of Consultant Signed by _____

(for and on behalf of _____ duly authorized vide Resolution No _____ dated _____ of the Board of Directors of _____)

In the presence of
(Witnesses)

- 1.
- 2.

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

Note: This Appendix will include the final Terms of Reference worked out by the “Employer” and the Consultants during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by “Employer”, etc.

APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C – Total COST OF SERVICES IN

(Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)

APPENDIX D - DUTIES OF THE “EMPLOYER”

(Include here the list of Services, facilities and property to be made available to the Consultant by the “Employer”).