

Government of Jammu & Kashmir
Housing & Urban Dev. Department, Civil Secretariat
Srinagar/Jammu
email address: jdp.hud@gmail.com
Ph. / Fax 0194-2506047

EXPRESSION OF INTEREST
No. HUD/Plan/198/2015 ;Dated: 13.08.2015

For and on behalf of Governor of Jammu & Kashmir State, Mission Director, SBM & AMRUT Invites EOI comprising of two cover from eligible consultants for “COMPREHENSIVE TRANSACTION ADVISORY SERVICE”-Including assist.ing in DPR Preparation, Transaction Advisor, Project Management Consultancy and Technical Assistance for implementation of Urban Infrastructure Projects in the State of J&K. The detailed description of duties shall be as mentioned in the Expression of Interest uploaded on the official website of H&UDD J&K. (jkhudd.gov.in) (₹ in lacs)

S.No	Name of work	Cost of Bid Document	Earnest Money	Time Period of contract
1	Engagement of consultant for providing Comprehensive Contract Management Services including assistance for preparation of DPRs, Transaction Advisor, Project Management Consultancy and Technical Assistance for implementation of Urban Infrastructure Projects etc in the State .	0.05	0.50	5 years

Bidding schedule:

S.N.	Event	Date & Time	Venue
1	EOI Sale Date Start & End Date	17 .08.2015 to 26.08.2015	Commissioner/Secy. to Govt. Housing & Urban Dev. Deptt. Civil Secretariat, Srinagar (Mission Director)
2	Last Date for submission of queries	31.08.2015	To be received by mail /Fax or in person in the office of Mission Director -Housing & Urban Dev. Deptt. Civil Secretariat, Srinagar
3	Reply to Queries	Latest by 04.09.2015	Via emails/Fax
4	Last Date for receipt of Bids/ EOI in Cover-I and II	12.09.2015 upto 1.00 PM	Commissioner/Secy. to Govt. Housing & Urban Dev. Deptt. Civil Secretariat, Srinagar (Mission Director)
5	Opening of Bids Cover-I	16.09.2015 at 11.00 AM	
6	Opening of Cover-II (Financial Bids) of successful Bidders	As decided by H&UDD	

Sd/-
(P.S.Kakroo)
Joint Director (P&S)
Housing & Urban Development Department
email address: jdp.hud@gmail.com
Ph. / Fax 0194-2506047-Mobile. 09419104212

BID DOCUMENT

FOR

ENGAGEMENT OF CONSULTANT
FOR PROVIDING

COMPREHENSIVE PROJECT MANAGEMENT
SERVICE

(Including DPR Preparation, Transaction Advisory, Project
Management Consultancy and Technical Assistance)

for

Implementation of
Urban Reforms and Infrastructure
Projects
in
J&K State

**Housing & Urban Development Department
Government of Jammu & Kashmir
Srinagar, Kashmir**

Expression of Interest (EOI)

J&K Housing and Urban Developing Department (H&UDD), Government of J&K, is the nodal Department and provides policy support, financial support and technical assistance to various wings and agencies under its administrative control in various domains like Urban Development, Urban Infrastructure, Water-Supply, Liquid waste and Sewerage Management, Solid Waste Management, Drainage for various central and state funded projects.

1. Requirement of consultancy services

J&K H&UDD, Govt. of J&K intends to appoint an agency for providing Consultancy Services as desired in the EOI for various Urban Reforms and Infrastructure Projects funded under various schemes of the Govt. of India or the Govt. of J&K categorised as under -

Sectors –

- A. Liquid Waste Management and Sewerage
- B. Storm Water Drainage/ Drainage
- C. Solid Waste Management, and
- D. Other Urban Infrastructure Projects.

However, if in case any sector (related to urban development / infrastructure) is left out the department reserves the right to include the same in the above mentioned sectors at any point of time (before / after selecting the consultant)

2) Conflict of Interest

J&K H&UDD requires that the consultants should provide precisely the professional, result oriented and impartial advice at all times and hold the department's interest paramount, strictly avoid conflict with other assignment / jobs or their own corporate interest and act without any consideration for future works.

3) Right to accept proposal

J&K H&UDD reserves the right to accept or reject any proposal at any time during the process and also to annul the selection process and rejects all proposal at any time prior to award of contract, without thereby incurring any liability or any obligation to inform the affected consultant(s) of the grounds of such decision.

4) Fraud and Corruption

J&K H&UD Department requires the consultant selected through this EoI must observe the highest standard of ethics during the performance and execution of such assignments as may be allotted by various wings or entities of this department from time to time.

5) Amendments of EoI document

At any time prior to the last date of receipt of bids, the J&K H&UDD may for any reason wherever on its own initiative or in response to a clarification requested by the prospective bidders, modify the EoI documents by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their bids, the department, may at its own discretion, extend the last date of receipt of bid and /or make other changes in the requirements set out in the invitation to EoI. Any such amendment / extension of submission time shall be uploaded in the website only.

6) Process of selection.

This EoI is the request for selection a consultant. The response received pursuant to this EoI will be evaluated as per the criteria specified in this document and the qualified consultant will be selected as explained in this document. Selected consultants will be engaged for a minimum period of five years from the date of its selection.

7) Eligibility Criteria: Must fulfil all of these

- a.** The Consultancy Firm should have a minimum of Fifteen (15) years of experience in the field of consultancy in various urban infrastructure projects funded under various schemes of Govt. of India or the state government.
- b.** The consultant must have prepared at least Thirty (30) DPR's in total for projects related to sewerage, solid waste management, water supply & storm water drainage for any government department/agency in the last Ten (10) years.
- c.** The Consultant must have completed/ongoing PMC work (consultancy during execution) for at least Five (5) projects in any of the above mentioned sectors in the last Ten (10) years.
- d.** Must have prepared at-least one DPR with a minimum 300 TPD capacity (design year) for solid waste management project
- e.** Should have satisfactorily prepared DPR/s (including design, cost estimation, BOQ) related to Sewerage Scheme having STP capacity of 100 MLD (single or cumulative) or more based on MBBR/SBR process

AND undertaking Designed and Supervised Construction (DSC) Consultancy, of at-least one 15 MLD or higher capacity STP based on MBBR/SBR process.

- f. The bidder must have provided/ongoing Technical Assistance (TA) to Central and State Govt. for design and implementing Urban Reform/Urban Infrastructure Projects (Sewerage/Water Supply/ Drainage/Solid Waste)for at least One (1) project in any of the above mentioned sectors where the approved cost of project is at least 100 Crore.
- g. Minimum Average Annual Turnover of the Lead Firm/Company should be Rs. 1 crore in the last Five (5) financial years ending on March 2014.(CA certified certificate)
- h. Must be empanelled with MoUD, GoI in any of the above mentioned Urban Development Sector.
- i. The consultancy agency must have provided consultancy to projects funded by World Bank/Asian development Bank /JnNURM/Other International Donor.
- j. The consultant should be a Pvt Ltd/Ltd./Proprietorship or any other entity approved by GoI. Firm who has the experience for providing consultancy in the above mentioned sectors in the State of J&K will be given preference.
- k. Consortium is allowed through valid MoU/Agreement and Power of Attorney to the lead firm.

OTHER REQUIRED DETAILS:-

1. Complete Name and mailing/postal address of the applicant along with Telephone numbers, Mobile numbers, and E-mail address.
2. Information regarding the type/nature of the applicant e.g. Company, Proprietorship, Partnership, Consortium etc. along with proof of the same. (in case of Consortium valid legal Agreement is needed)
3. Bidder should have sufficient manpower and resources to carry out such works. Man Power List with qualification & experience of key personnel on roll should be provided.
4. Copy of PAN Card.
5. Details of Litigations, if any.
6. Other relevant details, if any.
7. Details of projects in hand supported by copies of agreement/contract/LOI etc.
8. Detailed Profile of company related to above mentioned sectors & Bio Data of Key Personals.
9. The completion certificate of the preparation of DPRs/ PMC should be enclosed, duly signed by the concerned officer. Preferably not less than the

rank of Executive Engineer of Govt. of India / State Govt / ULB Level of the completed projects.

10.The applicant should furnish a self-certified undertaking to the effect that the firm has not been black listed in India or abroad by any Government department/agency in last 3 years.

11.Work done for private agencies/companies will not be considered. Only Work done for Government / government agencies will be considered.

8) EOI Documents

The EOI documents can be collected from Office of The Joint Director (P&S), J&K H&UDD, Civil Secretariat, Srinagar, and Kashmir

9. No payment of Expenditure:

The purpose of selection is to create a capacity that can provide technical support to State to implement various projects/studies/evaluations/trainings in above-mentioned sectors. However, by virtue of getting selected with J&K H&UDD does not entitle selected consultancy firms to claim their expenses incurred, if any, in the process of selection.

10. Validity of Selection:

The initial validity will be for 5 years.

11. Scope of the work

The consultancy firm will provide manpower “advisors / experts” (as mentioned in the EOI) and the advisors will provide technical assistance to H&UDD and its subordinate agencies in the state of J&K. The technical advisors / experts will support H&UDD in:-

Infrastructure

1. Analysis and evaluation of existing situation of above-mentioned sectors in cities/towns; and identification of relevant key weaknesses and gaps.
2. Selection of the projects based on cluster and based on priority of the region after discussion with the concerned PIA / H&UDD.
3. The agency will provide technical assistance in selection of consultant(s) for preparation of DPRs on these sectors for cities and urban areas as per CPHEEO /MoUD guidelines and relevant manuals.
4. The agency will review and appraise the DPRs prepared by consultant(s) and will also facilitate the completion and quality check the DPRs already commissioned. The agency will also be responsible for checking financial feasibility of Projects / DPRs.

5. The agency will support H&UDD in getting Technical & Administrative approval of DPRs from competent authority.
6. Supporting H&UDD in arranging funds from various sources i.e. State Govt. / GoI/ PPP/ / Viability Gap Funding (VGF) / External Aid etc. This will also include taking stock of the status of completed DPRs for submission to various funding agencies.
7. Assisting H&UDD in selection of contractors for execution of Projects. This will include preparation of Tender/ bid documents, facilitation in tendering (pre-bid/ preparing minutes of pre-bid etc), technical & financial evaluations and award of work / Concessionaire agreement.
8. Checking / vetting/approval of design/ drawings submitted by the contractor/ executing agency.
9. Assisting H&UDD in appointment of Project Management Consultants (PMC)/ Design and Supervision Consultants (DSC) / Third Party Inspection & Monitoring Agency to check if the work is being executed as per the approved design & drawings.
10. Supervising work of project wise PMC/DSC/ TPIMA to ensure periodic site visits are being done by them during execution of all works (Civil Construction, manufacturing/ fabrication process, erection, testing, commissioning of all electro-mechanical and other equipments of projects) at all stages of works as required by H&UDD.
11. Ensuring Quality Assurance in conformity with sound engineering practices, standards/ specifications and terms and conditions of the EPC Contracts.
12. Contract Management including Claims of Contractors / PMC / TPIMA/ or any other agencies appointed by H&UDD.
13. Review of physical & financial progress of the project through MIS.
14. Review Progress Report on fortnightly basis on behalf of H&UDD.

Governance (including IT)

15. Support H&UDD as required in formulation / revision of Acts/ Rules / Policies as and when required.
16. Handholding support to H&UDD for implementation of urban and regional planning reforms initiated by the department. This will include support in setting-up institutional structures that can facilitate preparation of master plan/metropolitan plans/urban-centric regional plans, among others.
17. Develop mechanism to institutionalise ULBs including capacity building and handholding support.
18. Assisting H&UDD in preparing & implementation of e-Governance reforms in the State. This will include preparation of road map, selection of consultants/ agency for preparation of e-Governance DPR, facilitating

- H&UDD in getting approval of DPRs, funding from JnNURM/ GoI and execution of project through implementing agency.
19. Developing and implementing a knowledge base and digital data repository for the H&UDD.
 20. Ensuring implementation of GIS reforms i.e. assisting H&UDD in selection of consultants/ agencies for preparation of GIS Base Maps, Property Surveys, database generation & attachment of all property data with Base Map and development of customized GIS applications.
 21. Support in designing institutional mechanism for affordable housing to achieve 'Housing for All'.
 22. Identification of Training & Capacity Building needs of H&UDD & other line Departments.

Municipal Finance

23. Support H&UDD in selection of agencies/ consultants for implementing Municipal finance reform. This will include:
 - a. A Listing & valuation of assets and ensuring implementation of Double Entry Accounting Systems in all Urban Local Bodies;
 - b. Enhancing revenue base of ULBs through reassessment of properties, imposition of licence fee etc.;
 - c. Ensuring internal & external audits of H&UDD and Urban Local Bodies;
 - d. Covering Tax & Non-tax reforms;
 - e. Review of on-going accounting reforms and recommendations on way forward including introduction of procurement, audit & budgeting reforms;
 - f. Improving tax collection systems;
24. Support in enactment of relevant regulatory & policy reforms.
25. The agency, if required by H&UDD, will design / develop PPP models for the development & implementation of the project with private sector participation.
26. Analysing extent scope of private sector participation in existing systems and scope for future association.
27. Providing technical support to H&UDD in developing a regulatory and institutional environment that promotes off-take of PPP in basic services sector in the State.
28. To review and suggest feasible and easy to operate & maintain low cost solutions.
29. Explore possibilities of subsidized funding support through on-lending from the National Housing Bank and other financial institutions for affordable housing in the State.

Other Support

30. **Assessing centrally and state sponsored schemes:** The agency will support H&UDD on facilitating access and utilization of funds under centrally and state funded schemes under governance, infrastructure, transport, housing, environment etc.
31. **Project Management & quality assurance support:** The agency will provide project (including financial) management support to H&UDD towards better management of agencies contracted by H&UDD, and ensure quality assurance of all outputs developed. The major components under this support will include:
- Policy, Programme and Networking Support:** Revisit/ review/ revision of existing policies, rules and regulations through engagement of key stakeholders.
 - Programme Implementation Support:** Facilitate & participate in periodic reviews / meetings of H&UDD.
 - Procurement Support:** Supporting H&UDD in procurement of agencies of various goods & services in line with existing Procurement Policy / Finance Policy of the State.
 - Programme Reporting:** Preparation and submission of progress report through developing proper report templates as desired by H&UDD time to time.

12. CORE TEAM

Core Team (Man power / Team Structure / Advisors / Experts) requirement is as under. The consultancy firm will keep below mentioned Core Team available for the use and advice of H&UDD. The experts will be stationed with H&UDD and will have to be on move with the Darbar i.e. 6 months in Srinagar & 6 months in Jammu and will have to perform all responsibilities as mentioned in the scope of work.

Sl No	Position	Type	Duration	Qualification
1.	Team Leader	Full Time	5 years	Post Graduate in Planning or Engg (civil / Mech) with 15 yrs of experience in Urban Infrastructure Projects
2.	Water Supply & Sanitation Expert	Full Time	5 years	Graduate in Engg (civil) with 8 yrs of experience in Water Supply & Sanitation Sector.
3.	Municipal Engineering expert (sewerage &	Full Time	5 years	Graduate in Engg (civil) with 8 yrs of experience in sewerage & drainage sector.

	drainage)			
4.	Solid Waste Management.	Full Time	5 years	Graduate in Engg (civil / Mech) with 8 yrs of experience in MSWM sector.
5.	Municipal Accounting Reforms Expert	Part time	2 years	Graduate in Finance / Economics with 8 yrs of experience in Municipal Accounting.
6.	PPP Expert	Full time	5 years	Graduate in Finance / Economics with 8 yrs of experience in PPP sector
7.	Municipal e-governance & IT expert	Full Time	5 years	Graduate in Engg. in Comp. Sc. plus MBA with 6-8 yrs of total experience including at least 2 years of direct e-governance related work

The above is the core team, however in order to achieve the Scope of Work as per the EOI , the agency will engage manpower as short-term experts and support staff(over and above the core team)& facilities as required by them to achieve the Scope of Work in the EOI.

13. EARNEST MONEY DEPOSIT:- The bid should be accompanied with EMD of Rs. 50,000/- in shape of Demand Draft / Bank guarantee / CDR/ FDR in favor of Director (Finance), H&UDD payable at Srinagar. EMD of the successful bidder will be retained till the completion of Contract period and EMD of unsuccessful bidders will be returned. EMD of unsuccessful bidders will be returned in 15 working days after finalization of contract.

14.PERFORMANCE BANK GUARANTEE (PBG) :- In addition to above, EMD the successful bidder shall be bound to deposit a Performance Bank Guarantee (PBG) in shape of Bank Guarantee / Demand Draft / FDR/ CDR amounting to 10 lac the same shall have to be submitted within 1 month from the award of LOI. PBG shall be valid for till the completion of 5 years.

- 15. Validity of offer:** 120 days from the date of opening of Technical bid.
- 16.** Work done/Experience for private agencies / companies will not be considered.
- 17.** The yearly expenditure on Urban Infrastructure Projects of H&UDD,J&K Govt is proposed to be around Rs. 200 core annually.
- 18.** The bid shall be submitted in TWO COVERS:

COVER – I (Technical Bid)

This envelope shall have the words “Technical Bid” and name of work clearly written on top of the Envelope. This envelope shall contain the following documents:

- i) Valid documents in support of eligibility criteria & other required details mentioned above.
- ii) EMD for an amount of **Rs. 50,000/-** and **Rs.3,000/-** (Bid Document fee) if the Bid Document is downloaded. These shall be enclosed in a separate envelop (marked as EMD& Bid document fee) as part of Envelope – I. The Bids without EMD & Bid document fee shall be rejected. Both in favor of Director (Finance) H&UDD payable at Srinagar Kashmir.
- iii) Undertaking (specified in the tender documents), on the letter head of the company/or individual as the case may be duly signed and stamped by the authorized representative.
- iv) Duly signed tender document on each page as supplied by H&UDD or as downloaded.

COVER – II (Financial Bid)

This envelope shall have the words “Financial Bid” and name of work clearly written on top of the Envelope. This envelope shall contain the Price bid duly filled by the bidder as per the format enclosed with this EOI.

Both the COVERS I & II will be then kept in one single envelope / cover. This will have words “Technical & Financial Bid “and name of work clearly written on top of the Envelope.

19.Completion of work is time bound. Hence, the work allocated is to be submitted strictly as per schedule i.e. within the time frame from the date of issue of LOI.

20.Payment Schedule.

Sl. No.	Description of Work	Fee
1	As per the scope mentioned in the EOI - on Submission of Monthly Progress Reports	Monthly payments

21) Preparation of Proposal

The proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialled by the authorized person signing the Proposal

Proposal received by facsimile shall be treated as defective, invalid and rejected. Only detailed complete proposals in the form indicated above received prior to the closing time and date of the proposals shall be taken as valid.

Consultants are not permitted to modify, substitute, or withdraw proposals after its submission.

22). Submission of EOI:

The EOI should be submitted in a sealed envelope and marked “EoI for selection of Consultants for Urban Infrastructure projects under H&UDD” at the address mentioned below latest by time specified in the NIT.

Address for Submission of EoI:

Commissioner/Secretary to Government,
Housing and Urban Dev. Deptt.
Mission Director (SBM & AMRUT)
Civil Secretariat, Srinagar, Kashmir, J&K State.

23). Evaluation Criteria and Evaluation of Proposals

During evaluation of Proposals, J&K H&UDD, may, at its discretion, ask the Respondents for clarification of their Proposals. The process of evaluation of Proposals is as given below:

- a) **Preliminary Scrutiny:** Preliminary scrutiny of the proposals for eligibility will be done to determine whether the proposals are complete, whether the documents have been properly signed and whether the Proposals are generally in order. Proposals not conforming to such requirements will be prima facie rejected. Proposals conforming to preliminary scrutiny requirements will be checked for conformance to the minimum eligibility criteria. The selection committee will select the consultancy firms on the basis score of their experience, experience of key personnel, financial turn over. In case of Consortium, credential of the lead partner will only be considered/ taken into account and the lead partner should qualify all the required criteria. The main responsibility of the work will be of the lead partner.
- b) Only those proposals would be taken for technical evaluation, which fulfils the minimum eligibility criteria during the responsive to preliminary scrutiny. If a proposal is determined as not substantially responsive will be rejected. Technical proposals conforming to eligibility criteria will be taken up for technical evaluation.
- c) All the respondents who qualify under technical proposal will be eligible for marking and the firm who scores the maximum score will be selected.
- d) Preference will be given to the consultants having worked / working in the state of J&K for any of the above-mentioned sectors.

- 24) In case of a consortium there should be an agreement/MoU executed by all the companies constituting the consortium mentioning inter alia the following:
- a. That they agree to work jointly for the assignment.
 - b. That they agree to be jointly and severally responsible for the assignment.
 - c. The percentage share of financial & technical responsibility between the consortium members should be clearly indicated in the agreement.

25) Financial Bid:

The Financial Bid of those consultants will be opened who score a minimum of 60 marks.

26) Evaluation Criteria Scoring:

Maximum Marks (Envelope I)

100

The proposal shall be assessed in accordance with Quality & Cost Based Selection (QCBS) system and will involve both technical & commercial evaluation with the following weight age:

- a. Technical Evaluation – 70% (Envelope I)
- b. Commercial Evaluation – 30% (Envelope II)

The lowest price amongst the qualified bidders will be given 100 marks and Marks for others shall be computed as follows –
Financial Marks (Envelope II) = 100 x L1 price / price of L2/L3/L4 etc

Final Score = (Score of Envelope I * 70%) + (Score of Envelope II * 30%)

The bidder who scores the maximum marks in Final Score is the successful bidder and will be chosen/ selected.

Experience of Similar Work - Scoring Procedure

a. Experience: The consultant must have prepared at least Thirty (30) DPR's in total for projects related to sewerage, solid waste management, water supply & storm water drainage for any government department/agency in the last Ten (10) years.

Min. Marks – 20& Max. Marks– 30

Above 50 DPRs – 30 marks

31-50 DPRs - 25 marks

Minimum 30 DPRs of – 20 marks

b. Experience: The Consultant must have completed/ongoing PMC work (consultancy during execution) for atleast Five (5) projects in any of the above mentioned sectors in the last Ten (10) years.

Min. Marks – 5 & Max. Marks– 10

Above 5 PMC works – 10 marks

Minimum 5 PMC works – 5 marks

c. Experience: Must have prepared at-least one DPRs with a minimum 300 TPD capacity (design year) for solid waste management project.

Min. Marks – 5 & Max. Marks– 15

Above Two DPR of 300 TPD each– 15 marks

Two DPR of 300 TPD each– 10 marks

One DPR of 300 TPD each– 5 marks

d. Experience: Should have satisfactorily prepared DPR/s (including design, cost estimation, BOQ) related to Sewerage Scheme having STP capacity of 100 MLD (single or cumulative) or more based on MBBR/SBR process AND undertaking Designed and Supervised Construction (DSC) Consultancy, of at-least one 15 MLD or higher capacity STP based on MBBR/SBR process.

Min. Marks – 10 & Max. Marks– 15

Above 100 MLD (DPR) & 15 MLD (DSC) –15 marks

Minimum 100 MLD (DPR) & 15 MLD (DSC) – 10 marks

e. Experience : The bidder must have provided/ongoing Technical Assistance (TA) to Central and State Govt. for design and implementing Urban Reform/Urban Infrastructure Projects (Sewerage/Water Supply/ Drainage/Solid Waste) for at least One (1) project in any of the above mentioned sectors where the approved cost of project is at least 100 Crore.

Min. Marks – 10 & Max. Marks– 20.

Above TA of project cost 100 crore each – 15 marks

Two TA of project cost 100 crore each – 10 marks

One TA of project cost 100 crore each– 5 marks

f. Experience : Minimum Average Annual Turnover of the Lead Firm/Company should be Rs. 100 crore in the last Three (3) financial years ending on March 2014. (CA certified certificate)

Min. Marks – 10 & Max. Marks– 10.

Rs. 100 crore or above – 10 marks

27) OTHER TERMS AND CONDITIONS

1. The consultant shall discuss all the points, shortcomings, new requirements, if any, with the contractors and shall take their concurrence on all the observations, simultaneously keeping Administrative Secretary, H&UDD J&K updated.
2. The consultant shall in addition, give report of execution as and when required by client.
3. If any new component is to be added to the scheme, the consultant shall collect all the data, including surveys, investigations, and tests required for the planning & designing of additional component. Nothing extra shall be payable on this account.
4. Undertaking site visits to collect details, data & information required for planning purposes, holding necessary discussions with client's representatives and obtaining requirements of the Project and attending meetings at site of work or at Client's office as and when required by H&UDD. Nothing extra shall be payable on the account.
5. Carrying out all modifications, deletions, additions, alternations in design, drawing, documents submitted by the contractor as necessarily required for proper execution of works at site till completion and handing over of the project to the client.
6. Preparation & submission of adequate no. of the Tender Documents, tender Drawings comprising BOQ, Estimates, particular specifications etc. as required by H&UDD.
7. Checking of Detailed Engineering Drawings, Detailed specifications & list of spares for all the equipments to be installed at site as submitted by contractors.
8. The consultant shall attend all the meetings (e.g. pre bid) concerning the projects with H&UDD Officials and help in evaluating the bids and nothing extra shall be payable on this account.
9. The consultant shall have to make periodical visit's to site's during execution of the project to ensure adherence of execution as per detailed drawings and specifications, including sorting out problems and issue necessary clarifications at site including preparation and submission of additional drawings and details for proper execution of work at site without any additional charges.
10. The documents/drawings as stated above shall be submitted in adequate nos. as per requirements of client in hard as well as soft copies.
11. 10% of the fee payable to the consultant shall be retained from the running bills as "Retention Money", and the same shall be released to the consultant every 3 months in arrears during contract period.

12. All visits performed by the consultant in connection with planning, designing, detailing, obtaining approval from Clients as applicable including conducting visits to the offices of approving authorities, Site, Office &, H&UDD before or during the construction of the Project. Nothing extra shall be payable on this account.
13. The Consultant shall undertake to design, redesign, modify and make changes in the drawings, designs, details etc. till they are finally approved by clients and as required for execution, defect liability period and handing over of the project to clients, as stipulated in the scope of work and payment schedule of this document. Nothing extra shall be payable in this regard.
14. The Consultant shall supply free of charge to the H&UDD, min 3 No. and max 10 no of hard copies and one No soft copies of following documents:
- i) DPR with design calculations of structural, electro- mechanical equipment and other services including drawings incorporating subsequent modifications.
 - ii) Check All working drawings of all components (Good for construction drawings).
 - iii) Completion drawings and detailed documents.
 - iv) Tender documents, tender drawings as per H&UDD requirements.
 - v) Fabrication drawings of all electro- mechanical equipments, as required.
15. The consultant shall be fully responsible for evolving safe, economic, technically sound and correct design, keeping in view the respective nature of solid waste and climatic conditions, utilizing State-of-art technology. In addition, it shall also be ensured that the planning and designing of the work is carried out as per the tender document, latest codes of practices, legislation, other relevant bye-laws and good Engineering practices, besides, ensuring guarantee of performance of all the structures and other systems and services after completion of O&M period.
16. The Consultant will give undertaking that all drawings, design specifications, BOQ estimates and other documents will be prepared and furnished to suit the particular local conditions of the site in the most economical manner. The consultant will work out economic design and adopt specifications so as to ensure that the estimate approved by clients at initial stages is not exceeded on completion of work. If any defect is noticed in the drawings, design, specifications, BOQ, estimates or other documents the consultant shall provide , free of cost fresh design, drawings, specifications, estimates and other documents within a period of seven days from the date of notice issued by in this regards. The consultant shall also indemnify the due to such defective designs,

drawings, specifications, estimates and other documents supplied by the consultant subject to a maximum of the consultancy fees.

17. While providing consultancy services, the consultant shall ensure that there is no infringement of any patent or design rights and he shall be fully responsible for consequences/any actions due to any such infringement. Consultant shall keep indemnified all the times and shall bear the losses suffered by in this regards.
18. the statutory deduction of income tax, or other taxes/due applicable shall be made from the payment released to the consultant from time to time and the same are deemed to be included in the consultant fee and nothing extra shall be payable to the consultant in this regards.
19. The consultancy works may be terminated at any time by upon 15 days' notice in writing being given to consultants, if the consultant's work is not found to be satisfactory according to the terms of the agreement. In case the agreement is terminated on account of consultants' work not being satisfactory, H&UDD will get the work done through alternate means at the risk & cost of the consultant.
20. In case the department/contractor fails to complete the work within the contract period or extended period as above owing to reasons attributable to contractor, liquidated damages @ 1% per week of the total fees subject to a maximum of 10% of the total fees payable shall be levied on the contractor. Shall be entitled to deduct such damages from the dues that may be payable to the contractor . If the work is held up at site due to no-availability of drawings/specification details, penalty proportionate to the value of the work which is held up, shall be imposed on the consultant.
21. Any dispute will be resolved by Administrative Secretary HUDD J&K. His decision shall be binding.

28) RESPONSIBILITIES FOR ACCURACY OF PROJECT PROPOSALS

The Consultant shall be responsible for the accuracy of the data collected and the designs, drawings, quantities and estimates prepared by him as part of the project. He shall indemnify client against any inaccuracy in the work, which might surface out at the time of ground implementation of the project, In such an eventuality, the consultant will be responsible to correct the drawings including re-investigations etc. as enquired .

29) TAX AND OTHER DUES

Deduction of taxes will be as per the rules of J&K State Government.

The consultant and their personnel's shall pay the taxes, duties, fees, levies other Imposition levied under the existing/amended laws during life of this contract except service tax which will be reimbursed on production of proof of depositing the same with tax authority.

30) WITHHOLDING AND LIEN OF PAYMENTS

Whether any claim or claims for payment of money arises out of or under the contract against the consultant, the Administrative Secretary, H&UDD shall be entitled to withhold and also to have a lien to retain in whole or in part, the security deposit, performance guarantee and or to withhold and have lien to retain in part or full the payments due to the consultant, or any claims of the consultant, so as to cover the claimed amount till the claim arising out of or under the contract is determined by the competent court.

31) The consultant shall be required to sign an Agreement with authorized person by Administrative Secretary, H&UDD within 15-days of the receipt of LOI based on these terms & conditions as well as standard agreement for consultancy work.

32) The agreement will be executed in J&K State. The agreement shall be governed by the J&K Law in force and Courts in J&K State alone will have jurisdiction to deal with it.

**Signature of the Tenderer
With Seal**

UNDERTAKING

I/We

of

M/s

.....
..... who have applied for the consultancy Work (Project Management Consultancy Services) of Project. under H&UDD do hereby undertake that I/We agree to unconditionally accept all the terms and conditions mentioned in the tender documents.

Further we have noted that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks/conditions in the price bid enclosed in Envelope-II and the same has been followed in the present case. In case this provision of the tender is found violated at any time after opening of packet-II I/we agree that the tender shall summarily be rejected and H&UDD shall, without prejudice to any other right or remedy, be at liberty to forfeit the full said earnest money absolutely.

Signature of the Consultant
Or Authorized person

Name of Firm

Seal of Firm

Appendix-I

(The consultancy firms are required to submit the covering letter in the Form (sample). This form should be in the letter head of the firms, who are submitting the proposal.)

COVERING LETTER ON FIRMS LETTER HEAD

Date ----- Proposal reference No.....

To

**Commissioner/Secretary to Govt.
Housing & Urban Development Department,
Mission Director
Civil Secretariat, Srinagar.**

Subject: Expression of Interest (EOI) for ‘Selection of consultancy firms’

Dear Sir,

Having examined the EOI, the undersigned, offer to be selected for consultancy in full conformity with the said EOI. I have read the provisions of EOI and confirm that these are acceptable to us.

I hereby declare that all the information and statement made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification at any stage of selection and even later.

I understand you are not bound to accept any proposal you receive. Also, at any stage, the selection process may be terminated without assigning any reason and without any liability to firms, whatsoever, it may be.

Signature-----

In Capacity of -----

Duly authorized to sign proposal for

And on behalf of -----

Date-----

Place-----

Postal Address:----- Telephone Number-----

Mobile-----

Appendix-II

Declaration

(on agency letter head)

• Details of whether the agency has been blacklisted or penalized by a Government /Semi-government agency for unsatisfactory performance or conduct in the last five years.

• Signature [In full]:

Name and Title of Signatory: Name of Agency / Organization: (Company /Organization Seal) 19

Financial/Price Bid

<u>WORK-</u> ENGAGEMENT OFCONSULTANTFORPROVIDINGCOMPREHENSIVE PROJECT MANAGEMENT SERVIC (Including DPR Preparation, Transaction Advisor, Project Management Consultancy and Technical Assistance) for Implementation of Urban Infrastructure Projects In J&K State. As per the Scope mentioned in the EOI/Bid Document.		
Sl NO	Consultancy fee (Amount) to be quoted in lump sum (Monthly Charges) in figure in Rs	Amount (in words) in Rs.
1		

Note:

1. The above BOQ description is only indicative and bidders should consider scope of work
2. as mentioned in the EOI before quoting their rates.
3. Monthly lumpsum amount the agency wants to charge for providing the manpower/expert and executing the scope of work as mentioned in the EOI
4. Payment shall be made on the basis of the given in “payment schedule”.
5. Amount quoted by consultant will be inclusive of all taxes as applicable in J&K state.
6. The yearly expenditure on Urban Infrastructure Projects of H&UDD,J&K Govt is proposed to be around Rs. 200 crore.

Signature of the consultant
Or Authorized person
(with full Name) with Stamp on Company Letter Head.