



**Urban Administration and Development Department**

**Government of Madhya Pradesh**

**RFP: Dated 03 July 2009**

**Project Title: City Development Plan for [Name of City] city of Madhya Pradesh**

**Contract Between**

**Urban Administration and Development Department**

**Government of Madhya Pradesh**

**And**

**[Name of Consultant]**

## Contract Document

### SECTION 1: FORM OF CONTRACT

**CONTRACT FOR:** *City Development Plan for [Name of City] city of Madhya Pradesh*  
**CONTRACT NUMBER:** *UADDMP/CDP/ [Serial No. in Letter of City Allocation eg. 01 for EGIS] /09*

**THIS CONTRACT is made**

**BETWEEN:** **Commissioner, Urban Administration and Development Department, Government of Madhya Pradesh**  
(hereinafter referred to as 'the Client')  
**AND:** **[Name of Consultant]**  
(hereinafter referred to as 'the Consultant')  
[Mr.....]

**WHEREAS:**

**A. the Client requires the Consultant to provide the services as defined in Section 4 ('the Services') of RFP to Urban Administration and Development Department, GoMP on behalf of the Governor, State of Madhya Pradesh ('the Client'); and**

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

**IT IS HEREBY AGREED** as follows:

#### **1. Documents**

This Contract comprises the following documents:

Section 1: Form of Contract

Section 2: General Conditions

Section 3: Special Conditions

Section 4: Terms of Reference

Section 5: Schedule of Prices

Section 6: Format for invoice

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

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

#### **2. Contract Signature**

The Original Form of Contract should be returned to the Contract Officer (as identified in Section 3) duly completed, signed and dated on behalf of the Consultant before 30th of September 2009. In case the contract is not returned before the due date, Client will be entitled, at its (their) sole discretion, to declare this Contract void. No payment will be made to the Consultant under this Contract until a copy of the Form of Contract, signed on behalf of the Consultant, is returned to the Contract Officer.

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

The Consultant shall start the Services on *01/10/2009* (1st of October 2009) and shall complete them by *18/03/2010* ('18<sup>th</sup> of March 2010) unless this Contract is terminated earlier in accordance with its terms and conditions.

#### **4. Financial Limit**

Payments under this Contract shall not, in any circumstances, exceed [*10,00,000 (Rupees Ten Lakhs only)*] exclusive of all applicable government taxes – national and state, as applicable ('the Financial Limit') for each city.

**5. Time of the Essence**

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

For and on behalf of Client

Name:

Date:

For and on behalf of Consultant

Name:

Date:

Witness 1

Name:

Date:

Address:

Witness 2

Name:

Date:

Address:

## SECTION 2: GENERAL CONDITIONS OF CONTRACT

### DEFINITIONS AND INTERPRETATION

#### 1. Definitions

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

- 'Change in Control' means that the person(s) (including corporate bodies) directly or indirectly in control of the Consultant at the time this Contract is entered into cease to be in control.
- 'Control' means the power of a person to ensure that the affairs of the Consultant are conducted in accordance with the wishes of that person.

## **2. Interpretation**

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

## **OBLIGATIONS OF THE CONSULTANT**

### **3. Obligations**

- 3.1. The Consultant shall perform all its obligations under this Contract (including the provision of the Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts.
- 3.2. If the Consultant is a joint venture then each of the joint venture parties shall have joint and several liability in respect of the Consultant's obligations under this Contract.

### **4. Personnel**

- 4.1. All members of the Consultant's Personnel shall be appropriately qualified, experienced and in a suitable physical condition so as to ensure that the Consultant complies with all the Consultant's obligations under this Contract.
- 4.2. No changes or substitutions may be made to members of the Consultant's Personnel identified as key personnel in Section 4 of this Contract without prior written consent of the Client.
- 4.3. If the Client considers any member of the Consultant's Personnel unsuitable, the Consultant shall substitute such member as quickly as reasonably possible without direct or indirect charge to the Client with a replacement acceptable to the Client.
- 4.4. The Consultant is responsible for all acts and omissions of the Consultant's Personnel and for the health, safety and security of such persons and their property.

### **5. Sub-Consultants**

The Consultant shall not sub-contract any of its obligations under this Contract

### **6. Disclosure of Information**

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

### **7. Intellectual Property Rights**

- 7.1. Subject to Clause 7.2, all intellectual property rights in material (including but not limited to reports, data, designs whether or not electronically stored, but not including the Software) specially developed by the Consultant or the Consultant's Personnel for the Client or pursuant

to the performance of the Services commissioned by the Client, shall be the jointly-owned property of the Government of Madhya Pradesh, and are hereby assigned by the Consultant to the Government of Madhya Pradesh.

- 7.2. The Consultant hereby grants to the Client a world-wide, non-exclusive, irrevocable license to use all Software, including source and object code format.
- 7.3. The Consultant undertakes that commercial off-the-shelf licensed software that is not covered by Clause 7.2 will be procured in the name of the Client or in such a manner that it does not interfere with the enjoyment of rights under Clauses 7.1 and 7.2.
- 7.4. To the extent that it does not interfere with rights granted under Clause 7.2, ownership of intellectual property in Software created by the Consultant or the Consultant's Personnel pursuant to the performance of Services commissioned by the Client shall remain with the Consultant.
- 7.5. For the purpose of Clause 7.2, 'use' shall mean and include reproduction, making of derivatives, adaptations, publications and sub-licensing of all the Software and the intellectual property rights therein, but excludes commercial sub-licensing of the Software or its derivatives and adaptations.

## **8. Confidentiality**

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

## **9. Access and Audit**

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

## **10. Corruption, Commission and Discounts**

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

10.2. Neither the Consultant nor any of the Consultant's Personnel shall accept for or on their own benefit any trade commission, discount or similar payment or benefit in connection with this Contract.

**11. Conflict of Interest**

11.1. Neither the Consultant nor any of the Consultant's Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Contract.

11.2. The Consultant and the Consultant's Personnel shall notify the Client immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.

**12. Insurances**

12.1. The Consultant shall maintain professional indemnity insurance cover of an amount not less than the Financial Limit.

12.2. At the request of the Client, or its representatives, the Consultant shall provide evidence showing that such insurance has been taken out and maintained and that current premiums have been paid.

**13. Indemnity**

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

**PRICE AND PAYMENT**

**14. Applicable Provisions and Financial Limit**

14.1. Unless different provisions are substituted in Section 3, Clauses 1 to 9 inclusive shall apply in relation to price and payment.

14.2. The components which comprise the Financial Limit are set out in the Schedule of Prices, Section 5. No expenditure may be incurred in excess of the Financial Limit and no variations between components shown in the schedule of prices in Section 5 are permitted without the prior written authority of the Client Contract Officer.

**15. Fees**

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

**16. Invoicing Instructions**

16.1. Invoices should be submitted against agreed milestones or as specified at Section Five, Schedule of Payments and in accordance with the remainder of Clause 16.

16.2. The Client shall unless otherwise expressly provided in Section 3 make payments due by direct credit through the India Bank Clearing Systems. All invoices must contain details of the India bank account to which payments are to be made.

16.3. Invoices should include a form of letterhead, the Contract reference number and bear an original signature. They should be numbered sequentially and dated, and marked 'For the attention of the Contract Officer' named in Section 3. The final invoice presented in connection with this Contract should be endorsed 'Final Invoice'.

16.4. Unless this Contract is on a milestone payment basis, all invoices should contain details of expenditure in accordance with Section 5 of this Contract.

- 16.5. The Client may request proof of payment in respect of any item and shall be entitled to refuse to meet a claim if this cannot be provided.
- 16.6. Any invoice not presented in accordance with the above may be rejected and in any event shall be liable to query and delay in payment. The Client reserves the right not to pay any amount due in respect of an invoice received by the Client more than 90 days after the day of the Consultant becoming entitled to invoice for the payment to which it relates.

## **17. Payments**

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

## **18. Taxes and Duties**

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

## **FORCE MAJEURE AND TERMINATION**

### **19. Force Majeure**

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

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

- 20.1. The Client may, at its sole discretion, suspend or terminate this Contract at any time by so notifying the Consultant and giving the reason(s) for such suspension or termination.
- 20.2. Where this Contract has been suspended or terminated pursuant to Clause 20.1, the Consultant shall:
  - a) take such steps as are necessary to terminate the provision of the Services, (including suspending or terminating any Sub-Contracts) in a cost-effective, timely and orderly manner; and
  - b) provide to the Client, not more than 60 days after the Client notifies the Consultant of the suspension or termination of this Contract an account in writing, stating:
    - i) any costs due before the date of suspension or termination;

- ii) any costs incurred by the Consultant after the date of suspension or termination, which the Consultant necessarily incurred in the proper performance of this Contract and which it cannot reasonably be expected to avoid or recover.
- 20.3. Subject to the Client's approval, the Client shall pay such amount to the Consultant within 30 days of receipt from the Consultant of an Invoice in respect of the amount due.

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

- 21.1. The Client may notify the Consultant of the suspension or termination of this Contract where the Services or any part of them are not provided to the satisfaction of the Client, giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the Consultant to remedy that dissatisfaction and the time within which it must be completed.
- 21.2. Where this Contract is suspended under Clause 21.1 and the Consultant subsequently fails to remedy the dissatisfaction, the Client may terminate this Contract forthwith.
- 21.3. The Client may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred terminate this Contract forthwith where:
  - a) the Consultant or any member of the Consultant's Personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract; or
  - b) the Consultant or any member of the Consultant's Personnel has committed an offence under the Prevention of Corruption Acts 1988 or the National Security Act 1980 or in breach of Clause 10 of this Contract; or
  - c) the Consultant is an individual or a partnership and at any time:
    - i) becomes bankrupt; or
    - ii) is the subject of a receiving order or administration order; or
    - iii) makes any composition or arrangement with or for the benefit of the Consultant's creditors; or
    - iv) makes any conveyance or assignment for the benefit of the Consultant's creditors; or
  - d) the Consultant is a company and:
    - i) an order is made or a resolution is passed for the winding up of the Consultant; or
    - ii) a receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Consultant.
  - e) the Consultant is a partnership or a company and there is a Change in Control. However, the Contract will continue if the Client states that it has 'no objection' to the continuation of the Contract after the Change in Control.
- 21.4. Where this Contract is terminated in accordance with this Clause, the Consultant shall without prejudice to the Client's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract.

## **GENERAL PROVISIONS**

### **22. Variations**

- 22.1. No variation/amendment in the terms or scope of this Contract shall be effective without the prior written consent of both Parties and recorded in writing in the form of a letter entitled '*Contract Amendment No.* '. Without such consent neither Party shall have any liability in respect of work performed outside the Services set out in Section 4.

### **23. Assignment**

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

**24. Limit of Liability**

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

**25. Retention of Rights**

- 25.1. Clauses 6, 7, 8, 9, 13, 26 and 27 of this Section 2 and any relevant clauses listed under Section 3 shall continue in force following the termination of this Contract.

**26. Law and Jurisdiction**

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

**27. Amicable Settlement**

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

**SECTION 3: SPECIAL CONDITIONS**

**1. OFFICIALS**

**1.1. The Contract Officer is:**

Name: Mr. S.N. Mishra

Designation: Commissioner, Urban Administration and Development Department, Government of Madhya Pradesh

Communication Address: Directorate of Urban Administration and Development, Shivaji Nagar, Near 6 no. Stop, Bhopal – 462016, Madhya Pradesh, India

Phone: 0755 – 2675337, 0755-4044490

Fax: 0755 - 2552591

Email: commissioneruadmp@mpurban.gov.in

**1.2. The Project Officer is:**

Name: Mr. K.K. Shrivastava

Designation: Chief Engineer, Urban Administration and Development Department, Government of Madhya Pradesh

Communication Address: Directorate of Urban Administration and Development, Shivaji Nagar, Near 6 no. Stop, Bhopal – 462016, Madhya Pradesh, India

Phone: 0755 – 2675337

Fax:

Email:

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

Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

**1.4. The Officer-Incharge from ULB is: [.....]**

Name:

Designation: Chief Municipal Officer

Communication Address:

Phone:

Fax:

Email:

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

Nil

**3. PAYMENT STRUCTURE**

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

**4. ARBITRATION**

The place of arbitration shall be **Bhopal**.

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

### **Brief Description of Task**

The aim of this exercise is to support various Cities/Urban Local Bodies of Madhya Pradesh in preparing the City Development Plan (CDP) for their respective cities. The CDP should provide a comprehensive medium term strategy (Vision 2035) as well as a City Investment Plan (CIP), based on which the concerned ULB will be able to access funds under Gol/GoMP schemes as well as from own and other sources based on priority actions and projects identified in the CDP. The document should also provide Financial Operating Plan (FOP) to direct the ULBs for mobilising various financial resources to implement the identified projects.

The City development Plan must adhere with the JNNURM's CDP preparation toolkit and it should be as per the required framework of UADD. The inadmissible components (Requirement of basic physical infrastructure should be detailed out while broadly considering other social areas such as Education, Health, Livelihood etc.) under JNNURM should also be included in the task. The CDP should also include Broad Master planning of the town and should be prepared keeping in view the Master Plan (wherever exists) provisions as prepared by Town and Country Planning Department.

Where no Master Plan is under preparation CDP should give a preliminary approach to the Master Plan.

#### **(GIS mapping is not Mandatory)**

Town level Base Maps (Not to Scale) would be provided by the ULBs and Town Maps (to the scale) would be prepared by the Consultant. The consultant may opt any other alternative for the same but the purpose of preparation of town map needs to be achieved.

It is also expected that the CDP would provide Urban Reform Action Plan for the ULBs as envisaged under JNNURM.

## **2. Background**

### **2.1 The Need of Planning interventions**

Madhya Pradesh is Urbanising at a fast rate and the Urban Local Bodies of the State are facing the challenge of meeting the requirements of the growing population with limited technical and financial resources. Gol as well as GoMP have initiated a number of programmes to meet the growing demands of infrastructure and service delivery. These are the Gol schemes : Urban Infrastructure Development Scheme for Small and Medium Towns (UIDSSMT) and Integrated Housing and Slum Development Programme (IHSDP), the GoMP initiated DFID funded MPUSP, which

links reform with investment in infrastructure for the poor etc. Other than this there are several programmes that have been initiated by the GoI and GOMP.

### **2.3 Issues to be addressed**

After the assessment of the performance of the ULBs and their capacity for exploiting the abovesaid resources it was felt that such a plan is essential, not only for accessing GoI/GoMP funding but also for providing a strategic framework for converging and co-ordinating various development inputs towards positioning the city on a development path.

The preparation of the CDP will take advantage of the Toolkit 2 prepared by GoI under JNNURM, This Toolkit provides guidance for the formulation of a CDP based on the concept of a consultative strategic planning process. Preparation of the CDP is a mandatory condition for accessing JNNURM as well as IHSDP funds.

CDP will draw on the basic structure and planning process from the toolkit with a focus on integrating the current initiatives of various organisations and schemes and developing a strategic framework for undertaking priority developmental actions in the medium term. The CDP will also prepare the ground for mobilising funding beyond JNNURM and other existing programmes. It will particularly address the issue of revitalising local economic development by attracting private sector funding.

Currently planning is only a discretionary function of ULBs in MP and there is a general lack of planning culture even in the larger Corporations. 4 cities of MP (Bhopal, Indore, Jabalpur, Ujjain), included in JNNURM have prepared their CDPs. The lessons from these need to be incorporated into the proposed CDPs. The CDP will also be linked into the overall spatial planning and policy framework of Master Plan and more importantly into the annual municipal budgeting. Linking the investment plan of the CDP with the municipal budgets will be crucial in ensuring the O&M and thus sustainability of the infrastructure assets created.

***Preparation of the CDP will consist of city development strategies that come out of a structured consultative process. The process will enable elected representatives, key staff of MC departments, parastatal agencies and other institutions, policy makers and the citizens to participate and plan for spatial, social and economic development of the concern cities. A City Development Plan (CDP) will present both a vision of a desired future perspective for the city and the ULB's strategic framework of sectoral plans translated into actions that define on how the ULB, together with other stakeholders, intends to work towards achieving their long-term vision in the next five years.***

## **3. Purpose and Objectives of the Assignment**

### **3.1 Specific Objectives**

- The CDP will scale up existing urban development and poverty alleviation schemes within a comprehensive and coherent strategic planning framework in

order to ensure optimal benefit from available resources for the citizens of the ULBs.

- The CDP should aim to catalyse new thinking and provoke debate through a consultative stakeholder driven process. The vision and strategic thrusts of the CDP will be built around the lessons and findings of a comprehensive and rigorous stakeholder consultation and documentation process.
- It is expected that the CDP will serve the requirements of the UIDSSMT and IHSDP programmes as well as JNNURM and other development schemes.
- The CDP will generate specific priority actions and projects that can be the basis for mobilizing funding from diverse sources.

#### **4. Description of Tasks**

The consultants will carry out a multi-stage exercise to formulate the CDP in close collaboration with the ULB. The main stages in the exercise will be:

##### **4.1 Inception**

The purpose of this stage is to review and analyse the current status and unique features of the city with regard to the state of its development, systems and procedures, as equally its institutional and financial context. This stage is meant to identify the strengths and weaknesses in the city's development and to provide an understanding of what impedes service delivery and management within the existing set-up and what contributes to better service provision. This task will consist of:

###### **4.1.1 Reconnaissance**

The Consultant will spend their first week with reconnaissance activities, including:

- Introductory meetings with the Mayor/President, Municipal Commissioner/Chief Municipal Officer, Heads of Departments, Councillors, representatives of ongoing urban programmes, etc.
- Determine feasibility and composition of a city level Steering Group (comprising of Citizen forum) for the CDP
- Citizen forum shall be formed comprising of 15 eminent persons from different walks of life.
- Obtain base maps, and available secondary data on the city's demographics, master plan, reports prepared under past and current urban development programmes, ULB's annual budget reports, other reports giving status of service delivery, and other relevant documents on heritage listing, data on slums and urban poor, government policy documents, etc.
- Identify the line departments and key stakeholders for urban service delivery and development such as PHED, Town and Country Planning Department,

Development Authority, SADA, local chamber of commerce, NGOs, CBOs, religious organizations, financial institutions, commerce and industry etc.

- Field reconnaissance to determine growth patterns of the city, characteristics of slums and environmentally sensitive areas etc.
- Identify economic opportunities and blocks in tapping these (eg. Tourism, industry etc.)

#### 4.1.2 Kick-off workshop

The Consultants will organise, with ULB support, **a one day kick-off workshop**<sup>1</sup> to familiarize the stakeholders with the purpose, process, and expected outcomes of the CDP, and build enthusiasm, understanding and commitment to the CDP. The kick off workshop will help in deriving a consensus along with the stakeholders firming the process and agreeing upon a structured programme to take the CDP forward. The formation of the Steering Group will also be announced as well as the sectors for which detailed analysis will be carried out.

Stakeholders for the kick off workshop may include:

- Elected representatives, Mayor/President, Municipal Commissioner/Chief Municipal Officer etc.
- City level planning and service providing agencies viz., ULB, Town and Country Planning Department, Development Authority, SADA etc.
- Line Departments of the state government such as pollution control board, health department, tourism department, PHED, PWD, Traffic and Transportation etc
- Private sector agencies such as chambers of commerce and industry,
- Non-governmental and community based organisations
- Representatives of the poor communities
- Representatives of ongoing urban development programmes
- Representatives of media, academic institutions, etc.

#### 4.1.3 Inception report

At the completion of this phase the consultants will present their preliminary analysis, methodology in an Inception Report<sup>2</sup>. Based on their preliminary analysis, consultations and workshop the consultants will propose special papers (maximum 3) on specific sectors or issues and propose the names of specialists (approved by the

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<sup>1</sup> For workshops, conferences and stakeholder consultations that are carried out as a part of this the consultant will be expected to work with ULB counterparts to ensure the widest level of participation and meaningful interaction. The consultant will create presentations and handouts in Hindi and should be prepared to present and facilitate discussions in Hindi whenever required. The proceedings of all workshops and list of participants should be recorded.

<sup>2</sup> Must be submitted to the concerned ULB and UADD in Hindi and English language

client) who may be commissioned to prepare the same as a part of the sector analysis/survey. The special papers may be submitted during the submission of Draft Final CDP. The inception report will be presented to the Steering Group, who will identify individuals/institutions/working group who will be the local counterparts for the different sectors.

## **4.2 Assessment of existing situation (opportunities, strengths, risks and weaknesses and gaps)**

### **4.2.1 Sector analysis**

The Consultants will interact with various stakeholder groups (meetings, workshops, focus group discussions, etc.) and review relevant publications, reports, GOs, resolutions, procedures, laws etc. to analyse the current situation in each of the sector identified. The sector analysis will be carried out by the consultants team in consultation with the local counterparts and will be supported by special papers commissioned by the Consultants team. While the team will be expected to prepare its own methodology for the sector analysis, it is recommended that the following are included:

- Study of economic opportunity and potential for Local/regional economic development, with special reference to the poor.
- Transport study with emphasis on low cost public transport and livelihoods
- Heritage conservation and tourism
- Environmental sustainability
- Access to housing, employment and social and environmental services by the poor
- Health and Education services gap in the town
- Sectoral Issues addressed under the Master Plan (as prepared by the TCPD)

### **4.2.2 City profile**

The findings from the sector analysis will be used to prepare the City Profile consisting of the assessment of the existing situation in all the sectors identified, emerging issues, SWOT analysis and projection of the present gaps and future requirements. This will be done within the framework of parameters relating to demography, economic base, finance, physical and environmental issues, infrastructure, institutions and universalisation of services especially for the poor.

## **4.3 Development of city vision and sector goals and strategies**

### **4.3.1 Second Workshop to develop city vision and sector goals**

The City Profile will be presented to the stakeholder group (**as identified in the 1<sup>st</sup> Workshop**) followed with a discussion on city perspective and city priorities as perceived by the stakeholders. With the background of city profile, perspective and priorities, the participants will contribute to developing a collective and shared vision

for the city. Discussion will be initiated on strategies, priorities and major actions that may be required in the next five years to move towards the vision 2035. At this stage local counterparts for the different sectors may be added.

#### 4.3.2 Sector strategies

The Consultants will continue to work in consultation with the local counterparts to develop sector strategies in consonance with the city vision and sector goals. At this stage, Consultants will need to review the relevant cases of national and international best practices and explore if the same can be applied in relevant sectors to bring in improved and efficient ways of working.

#### 4.3.3 Vision, Goal and Strategies

The output expected in the second phase is city vision, sector goals and possible alternate strategies and some actions and projects.

***The 1<sup>st</sup> Stage presentation at the District Level would be organised in front of a Committee Headed by the District Collector, to monitor the progress of the project.***

***The 1<sup>st</sup> Stage discussion / workshop at the State Level would be organised at the Directorate of Urban Administration and Development, Bhopal to monitor the progress of the project.***

### 4.4 Development of strategies and priority actions

#### 4.4.1 Evaluation of strategies

The strategies will be evaluated from the perspective of their contribution to achieving the vision and sector goals. Criteria will be developed for prioritising the strategies, programmes and projects in consultation with the Steering Group.

#### 4.4.2 **Third workshop** to finalise strategy and priority actions and projects

The selection of strategies based on the criteria with the list of prioritized actions and projects will be discussed and finalised in the third workshop with Steering Group members and other key stakeholders.

#### 4.4.3 Analyse governance framework and reform action plans

At this stage, the Consultants, in consultation with the ULB officials, representatives of reform programmes and local counterparts will examine whether the reforms currently being carried out and proposed at state and local levels are sufficient to support the vision and strategic plan and to sustain the planned interventions. If required additional reforms may be proposed.

#### 4.4.4 The output of this phase would be an agreed plan outlining the goals, strategies, priority actions and projects with an estimate of preliminary funding requirements in each sector.

#### **4.5 Preparing a City Investment Plan (CIP) and a financing strategy (Financial Operating Plan)**

##### **4.5.1 Project costing and determination of funding sources**

The Consultants will undertake consultations with different stakeholders to determine types and sources of financing for priority projects from internal resources, state and central governments, local financial institutions, donors, and through public-private partnerships. The implications of each of these will be considered.

##### **4.5.2 Scheduling of priority actions and developing a City Investment Plan (CIP)**

Based on the availability of resources, logical sequencing of actions and potential for immediate implementation, the Consultants will prepare a City Investment Plan (CIP) in consultation with ULB that lays out the cost and revenue estimates of all priority projects in the next five years. The preparation of the CIP is a reiterative process requiring adjustments to individual projects as well as changes in scheduling to make the whole package work financially. The City Investment plan would be supported with a Financial Operating Plan (FOP).

#### **4.6 Final CDP**

The Consultants will compile the draft CDP including the CIP and FOP and will finalise it after feedback from stakeholders:

##### **4.6.1 Fourth workshop on Draft CDP**

The Consultants with support from ULB will organize a fourth workshop involving all the stakeholders, who have been part of the CDP preparation process. The workshop will seek an endorsement of the City Development Plan from the stakeholder group present and agree on procedures for performance monitoring.

***The 2<sup>nd</sup> Stage presentation at the District Level would be organised***

***The 2<sup>nd</sup> Stage discussion at the State Level would be organised at the Directorate of Urban Administration and Development, Bhopal to monitor the progress of the project.***

##### **4.6.2 Performance Monitoring**

The Consultants, in consultation with the ULB will identify performance-monitoring/ sustainability indicators to assist ULB to review the progress and outcomes of the CDP on an annual basis and to enable them in setting the agenda for the future.

#### **4.7 Final CDP document**

Following the fourth and final workshop, the Consultants will finalize the CDP document incorporating the feedback from the workshop and the inputs received at the 3<sup>rd</sup> Stage State Level discussion.

***The 3<sup>rd</sup> Stage presentation at the District Level would be organised and after getting approval the State Level discussion would be held.***

***The 3<sup>rd</sup> Stage discussion at the State Level would be organised at the Directorate of Urban Administration and Development, Bhopal to monitor and finalise the project.***

This document will be submitted to ULB, along with a summary of the CDP for publication and wider dissemination by the ULB.

## **5. Outputs and Deliverables**

The following outputs are expected to be delivered in stages in 24 weeks.

### **5.1 Outputs to be delivered**

<b>S.No.</b>	<b>Outputs</b>	<b>Due Date</b>	<b>No of copies, type &amp; language</b>	<b>Contents</b>
1.	Inception Report (including report of Kick off workshop)	End week 6	<ul style="list-style-type: none"> <li>• 4 hard copies, English &amp; Hindi (UADD, Concerned ULB)</li> <li>• Electronic version to ULB and UADD</li> </ul>	<ul style="list-style-type: none"> <li>• Inception report (contents as in paragraph 4.1) and</li> <li>• Proceedings of the workshop;</li> <li>• Copy of the presentations;</li> <li>• List of participants;</li> <li>• List of working group members</li> </ul>
2.	Sector Analysis Report and City Profile	End week 12	<ul style="list-style-type: none"> <li>• 4 hard copies, English &amp; Hindi (ULB and UADD)</li> <li>• Electronic version to ULB and UADD</li> </ul>	<ul style="list-style-type: none"> <li>• As in paragraph 4.2 and consultant methodology</li> </ul>

3.	Report of 2 <sup>nd</sup> workshop on city vision and sector goals	End week 15	<ul style="list-style-type: none"> <li>• 4 hard copies, English &amp; Hindi (ULB and UADD)</li> <li>• Electronic version to ULB and UADD</li> </ul>	<ul style="list-style-type: none"> <li>• Copy of handouts used to facilitate discussion in working groups;</li> <li>• Presentation on city profile</li> <li>• Vision statement</li> <li>• Sector goals</li> <li>• List of participants</li> <li>• Summary of workshop proceedings</li> </ul>
(Para 4.3)				
4.	Report of the 3 <sup>rd</sup> workshop on strategy and priority projects	End week 18	<ul style="list-style-type: none"> <li>• 4 hard copies, English &amp; Hindi (ULB and UADD)</li> <li>• Electronic version to ULB and UADD</li> </ul>	<ul style="list-style-type: none"> <li>• Copy of handouts used to facilitate discussion</li> <li>• List of participants</li> <li>• Summary of workshop proceedings</li> </ul>
(Para 4.3)				
5.	Draft CDP and city level workshop	End week 21	<ul style="list-style-type: none"> <li>• 4 hard copies, English &amp; Hindi (ULB and UADD)</li> </ul>	<ul style="list-style-type: none"> <li>• All items of ToRs</li> <li>• Executive Summary</li> </ul>
6.	Final CDP	End week 24	<ul style="list-style-type: none"> <li>• 4 hard copies in colour printing including the maps, English &amp; Hindi (4 to ULB, 2 to UADD)</li> <li>• 16 additional hard copies, English /Hindi including the maps (ULB and UADD)</li> <li>• Electronic version to ULB and UADD</li> </ul>	<ul style="list-style-type: none"> <li>• Final CDP and executive summary (including modifications and revisions based on client comments)</li> </ul>

## 6. Expertise and inputs<sup>3</sup>

Experts Title	Qualifications & Skills	Experience	Person Month
Team Leader/ Urban Development Specialist (full-time) Marks: Project management Experience – 50  Urban Development Expert – 100	<ul style="list-style-type: none"> <li>• Masters or equivalent in planning/engineering/economics/ other relevant disciplines</li> <li>• Fluent in English and good communication skills in Hindi</li> <li>• Sound knowledge of urban development issues</li> <li>• Project experience in MP will be an advantage</li> </ul>	<ul style="list-style-type: none"> <li>• Sector experience of more than 12 yrs and experience of project management of similar projects of at least 5 years</li> </ul>	6.0
Economist Marks - 50	<ul style="list-style-type: none"> <li>• Degree in economics/relevant development sectors</li> <li>• Fluent in English</li> <li>• Expertise in statistical analysis and economic projections</li> </ul>	<ul style="list-style-type: none"> <li>• At least 10 years experience</li> </ul>	1.5
Governance Advisor Marks - 50	<ul style="list-style-type: none"> <li>• Degree or equivalent in public administration/ urban development</li> <li>• Fluent in English and communication skills in Hindi</li> <li>• Sound understanding of urban governance issues – legal, institutional and organisational.</li> <li>• Knowledge of MP will be an advantage</li> </ul>	<ul style="list-style-type: none"> <li>• At least 12 years experience in advising governments/ ULBs</li> </ul>	2.0
Social Development Specialist Marks - 50	<ul style="list-style-type: none"> <li>• Degree or equivalent in social development disciplines</li> <li>• Fluent in English and Hindi</li> <li>• Sound understanding on issues of urban poor</li> </ul>	<ul style="list-style-type: none"> <li>• At least 10 years working experience with urban poor and community development</li> </ul>	3.0
Municipal Finance Specialist Marks - 75	<ul style="list-style-type: none"> <li>• Masters or equivalent degree in finance</li> </ul>	<ul style="list-style-type: none"> <li>• At least 10 years experience</li> </ul>	3.0

If required by the Client, the Consultant may be asked to furnish additional information regarding relevant experience.

<b>Experts Title</b>	<b>Qualifications &amp; Skills</b>	<b>Experience</b>	<b>Person Month</b>
	<ul style="list-style-type: none"> <li>• Fluent in English</li> <li>• Good knowledge of municipal financial analysis, municipal budgeting and accounting and financial projections</li> <li>• Knowledge and experience in project feasibility studies</li> </ul>		
Municipal Engineer/ infrastructure specialist Marks - 75	<ul style="list-style-type: none"> <li>• Degree in Civil Engineering</li> <li>• Fluent in English and communication skills in Hindi</li> <li>• Sound knowledge of municipal services network, design norms, contracting</li> </ul>	<ul style="list-style-type: none"> <li>• At least 12 years experience in municipal engineering</li> </ul>	3.0
Urban Planner Marks - 50	<ul style="list-style-type: none"> <li>• Bachelors/Masters in Urban Planning</li> <li>• Fluent in English and communication skills in Hindi</li> <li>• Good understanding of spatial planning and experience in data collation and analysis</li> <li>• Good communication and networking skills</li> </ul>	<ul style="list-style-type: none"> <li>• 4-5 years experience of working on urban projects</li> </ul>	2.0
Research Support (CVs to be submitted at contract signing)	<ul style="list-style-type: none"> <li>• Relevant qualifications</li> <li>• Fluent in Hindi and English</li> </ul>		6

## **7. Working arrangements**

### **7.1 Management and counterpart staff**

The assignment will be contracted by the Urban Administration and Development Department, Madhya Pradesh. ULB and UADD will ensure the support of municipal officials wherever necessary.

### **7.2 Items to be provided by the Client**

ULB will:

- a. Designate an "Officer-Incharge" responsible for management and coordination of consultants.

- b. Constitute multi-stakeholder City Level Steering Committee and working groups. As a part of this ULB will nominate officers from relevant sections of ULB to participate in the process of stakeholder consultation and CDP preparation.
- c. Provide the Contractor with existing maps and data on ULB and service delivery.
- d. Provide the Consultant with necessary authorisation to procure information from line departments.

**7.3 Consultant will be responsible to:**

- a. Arrange its own office space and equipment
- b. Arrange for all transportation and travelling required
- c. Arrange its own translations, communication, data processing, and printing equipments and necessary stationeries
- d. Work closely with the ULB's officer-Incharge and the UADD

**8. Project Monitoring**

The process of preparing the City Development Plan would be monitored at the State Level by State Level Steering and Monitoring Committee (SLSMC) and at the District level by a committee headed by the District Collector .There will be 3 District level presentations and 3 State Level presentations. The State level presentations would be conducted only after the approval of the project by District committee at that particular stage.

The final technical approval would be given by the State Level Technical Sanctioning Committee (SLTSC).

**PERSONNEL SCHEDULE**

To be mentioned by the consultant (As per technical proposal submitted)

**SECTION 5: SCHEDULE OF PRICES**

- a. This is a **lump sum contract** and all payments shall be based on specified milestones as shown in the table 5 below. It is a requirement for both lump sum and input based contracts that consultants maintain timesheets with details of inputs as well as supporting information for reimbursable costs with them as they may be asked to produce the same at a later date for project audit purposes. Only one invoice per period, as defined in Clause 16 of the General Conditions of Contract, should be submitted.

**TABLE 5 PAYMENT SCHEDULE**

Consultants will be paid in below mentioned instalments upon approval of milestones.

<b>MILESTONE LINKED PAYMENT</b>	<b>PERCENT</b>	<b>AMOUNT</b>
Total contract value	100	1000000 (excluding taxes)
On approval of Inception report (Approval from SLSMC)	15	150000(excluding taxes)
On approval of Sector analysis and city profile (Approval from SLSMC)	20	200000(excluding taxes)
On approval of Report of the strategy and priority project workshop (Approval from SLSMC)	20	200000(excluding taxes)
On approval of Draft Final CDP with CIP (Approval from SLSMC)	25	250000(excluding taxes)
On approval of Final CDP (Approval from SLTSC)	20	200000(excluding taxes)

Invoice format is attached.

**Terms of Payment:**

Note:

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

**SECTION 6: INVOICE FORMAT**

*To be given on letter head of the firm*

**INVOICE**

<b>Urban Administration and Development Department,GoMP</b>
For Attention of _____

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

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

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

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

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

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

PLEASE MAKE PAYMENT TO:

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

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

\_\_\_\_\_

Signature of Consultant

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

\_\_\_\_\_  
Project Officer/Advisor