

**SELECTION OF MANPOWER AGENCY FOR DATA RESOURCE CUM  
MONITORING CENTRE (DRMC) UNDER PRADHAN MANTRI AWAS YOJANA  
(URBAN)-HOUSING FOR ALL AND OTHER TECHNICAL & ALLIED SUPPORT  
ACTIVITIES OF BMTPC**

**REQUEST FOR PROPOSAL (RFP)**

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**Issued on: 13/01/2022**

**Reference No.:** BMT/Admn/Manpower Agency/2021-22

**Employer:** Building Materials and Technology Promotion Council (BMTPC), Ministry of Housing and Urban Affairs

**Represented by:**

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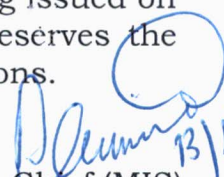
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**RFP FOR SELECTION OF MANPOWER AGENCY FOR DATA RESOURCE CUM  
MONITORING CENTRE (DRMC) UNDER PRADHAN MANTRI AWAS YOJANA  
(URBAN)-HOUSING FOR ALL AND OTHER TECHNICAL & ALLIED SUPPORT  
ACTIVITIES OF BMTPC**

**Name of the employer:** Building Materials and Technology Promotion Council (BMTPC), Ministry of Housing & Urban Affairs, Government of India

**SECTION 1: LETTER OF INVITATION**

1. Building Materials and Technology Promotion Council, Ministry of Housing & Urban Affairs, Government of India (hereinafter called "Employer") is in the process of selecting an agency which can provide manpower for **Data Resource cum Monitoring Centre (DRMC) setup under PMAY (U)** supporting the implementation of the scheme of Pradhan Mantri Awas Yojana (Urban)- Housing for All Mission and other technical and allied support activities of BMTPC.
2. The employer hereby invites the proposals to select a man power providing agency for **Data Resource cum Monitoring Centre (DRMC) setup under PMAY (U)** for supporting the implementation of the scheme of Pradhan Mantri Awas Yojana (Urban)- Housing for All Mission and other technical and allied support activities of BMTPC. More details on the services are provided in the Terms of Reference in this RFP document.
3. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Firms (including Data Sheet)
  - Section 3 - Technical Proposal - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 - Terms of Reference
  - Section 6 - Standard Forms of Contract
4. The firm will be selected as per the stipulated procedure and the conformity of the proposal with the requirement of the RFP. This RFP is being issued on 'no cost and no commitment basis' and this office, however, reserves the right to withdraw the RFP at any time without assigning any reasons.

  
Dy. Chief (MIS)  
I/c, BMTPC

Phone: 91-11-23063033

## **SECTION 2: INSTRUCTIONS TO FIRMS**

### **PART I: STANDARD**

#### **1. DEFINITIONS**

- a “Employer” means the Building Materials and Technology Promotion Council (BMTPC) who have invited the bids for providing the manpower and with which the selected Firms signs the Contract for the Services and to which the selected Firms shall provide services as per the terms and conditions and TOR of the contract.
- b “Firms” means any entity that may provide the manpower to the Employer under the Contract.
- c “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- d “Project specific information” means such part of the Instructions to Firms used to reflect specific project and assignment conditions.
- e “Day” means calendar day.
- f “Government” means the Government of India
- g “Instructions to Firms” (Section 2 of the RFP) means the document which provides Firms with all information needed to prepare their proposals.
- h “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Employer to the Firms.
- i “Personnel” means professionals and support staff provided by the Firms and assigned to perform the Services or any part thereof;
- j “Proposal” means the Technical Proposal and the Financial Proposal.
- k “RFP” means the Request for Proposal prepared by the Employer for the selection of Firms, based on the SRFP.
- l “SRFP” means the Standard Request for Proposals, which must be used by the Employer as a guide for the preparation of the RFP.
- m “Assignment / Job” means the work to be performed by the Firms pursuant to the Contract.
- n “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the firms, and expected results and deliverables of the Assignment/Job.

## **2. INTRODUCTION**

- 2.1 The Employer named in the Part II Data Sheet will select a consulting firms /Agencies (the Firms, in accordance with the method of selection specified in the Part II Data Sheet.
- 2.2 The name of the assignment/Job has been mentioned in Part II Data Sheet. Detailed scope of the assignment/ Job has been described in the Terms of Reference in Section 5.
- 2.3 The date, time and address for submission of the proposals have been given in Part II Data Sheet.
- 2.4 The Firms is invited to submit their Proposal, for the Assignment/Job named in Part II Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected “Firm”.
- 2.5 Firms should familiarise themselves with the local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/Job and local conditions, Firms are encouraged to meet the Employer’s representative named in part II Data Sheet before submitting a proposal and to attend a pre-bid meeting if such a meeting is specified in the Part II Data Sheet. Attending the pre-bid meeting is optional. Firms should contact the Employer’s representative to arrange for their visit or to obtain additional information on the pre-bid meeting. Firms should ensure that these representatives are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.6 The Employer will provide to the Firms the inputs and facilities specified in the Part II Data Sheet, assist the Firms in obtaining licenses and permits needed to carry out the Assignment/Job, and make available relevant data and reports.

Firms shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Firms.

## **3. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS**

- 3.1 Firms may request a clarification on any clause of the RFP documents up to the number of days indicated in the Part II Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer’s address indicated in the Part II Data Sheet. The Employer will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Firms or manpower providing agencies. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 3.2 below.



- 3.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Firms and will be binding on them. Firms shall acknowledge receipt of all amendments. To give Firms reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.
- 3.3. A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Employer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by email but it should be followed by signed confirmation copy to be sent by post and such signed confirmation should reach the employer not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
- 3.4. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Employer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
- 3.5 All participating firms have to mandatorily upload all requisite documents along with necessary documentary support serially by indicating the page no. in the index, otherwise bids will be rejected without assigning any reason.
- 3.6 **Rejection of Bids:** Canvassing by the Participating Firms in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected.

#### **4. CONFLICT OF INTEREST**

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

- i. **Conflicting Assignment/Job:-** A Firm or any of its affiliates shall not be hired for any Assignment/Job that, by its nature, may be in conflict with another Assignment/Job of the Firm to be executed for the same or for another Employer.
  - ii. **Conflicting relationships:** (a) A Firm that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (b) the preparation of the Terms of Reference of the Assignment/Job, (c) the selection process for such Assignment/Job, or (d) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.
- 4.3 Firms have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the Firms fail to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Firms during bidding process or the termination of its Contract during execution of assignment.
- 4.4 The personnel of the selected Firm which will form part of this DRMC will not undertake any consultancy or other assignment from any other Employer other than the same Employer.
- 4.5 All participating firms/agencies should confirm in writing at the time bid submission that the monthly payment to hired man power will be paid latest by 7<sup>th</sup> of every month as per existing labour law of Government of India/State Government of Delhi. Necessary action will be taken as per existing rules and regulations otherwise.
- 4.6 In order to safeguard the interest of the individual hired personnel, the successful bidder will make sure that payment made to the hired personnel should be within the quoted range and approved by BMTPC. Successful bidder shall comply with all statutory compliances including Employees Provident Funds and Miscellaneous Act, 1952; Fatal Accident Bills, 1855; Workmen Compensation Act, 1923; Employees State Insurance Act, 1948 and other applicable laws. Participating agency shall pay all the above statutory charges from the company's accounts, which has to be inclusive in the quoted rates and BMTPC will not be liable to pay any other hidden or aforesaid statutory charges to agency.

## **5. UNFAIR ADVANTAGE**

- 5.1 **Penalty for use of Undue influence:** -The Firms undertakes that it has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Employer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Firms or any one employed by him or acting on his behalf (whether with or without the knowledge of the Firms) or the commission of any offers by the Firms or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Employer to cancel the contract and all or any other contracts with the Firms and recover from the Firms the amount of any loss arising from such cancellation. A decision of the Employer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Firms. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Firms towards any officer/employee of the Employer or to any other person in a position to influence any officer/employee of the Employer for showing any favour in relation to this or any other contract, shall render the Firms to such liability/ penalty as the Employer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Employer.
- 5.2 If a Firms could derive a competitive advantage from having provided consulting Assignment/Job related to the Assignment/Job in question and which is not defined as conflict of interest as per para 4 above, the Employer shall make available to all Firms together with this RFP all information that would in that respect give such Firms any competitive advantage over competing Firms

## **6. Eligibility**

### **6.1 Minimum Eligible Criteria of Participating agencies**

- a) The Participating agency eligible for participating in the qualification process shall be any one of the following two categories:
- i. Category 1: Single Business Entity  
Category 2: A consortium of Business Entities (hereinafter referred to as "Consortium")
  - ii. The term Participating agency would hereinafter apply to both the above-mentioned categories.



- b) For the purpose of this RFP, a Business Entity shall mean an entity incorporated under the Indian Companies Act 1956/2013 or incorporated under equivalent law abroad or the Consulting firm / Agency should be Bidder and should submit registration Certificates & GST Registration /incorporation under the governing legislation. The Consulting firm / Agency shall be required to submit a true copy of its Incorporation Certificate along with the Proposal.
- c) A Consortium of a maximum of **three (3) members** of above such entities comprising one Lead Member with two other members shall be allowed and shall hereinafter be referred as "Consortium".
- d) The Bidder should submit a Power of Attorney authorizing the signatory of the Application to commit the Bidder.
- e) Bids submitted by a Consortium should comply with the following additional requirements:
1. The number of members in the Consortium would be limited to three (3);
  2. The Application should contain the information required from each member;
  3. The Application should include a description of the roles and responsibilities of all the members;
  4. Members of the Consortium shall nominate one member as the Lead Member and that member must be an entity as defined above;
  5. An Participating agency who has participated in this tender in its individual capacity or as part of a Consortium cannot participate as a separate agency of any other Consortium participating in this tender;
  6. The members of the Consortium shall execute a Power of Attorney for Lead Member of Consortium.
  7. The members of the Consortium shall enter into a Memorandum of Understanding (MoU), for the purpose of submission of the Application. The MoU should, inter alia,
    - i. Clearly outline the proposed roles and responsibilities of each member of the Consortium; and
    - ii. Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for the assignments arising out of the States, Union Territories and million plus cities, as the case may be and in accordance with the terms of the contract agreement therefore;
    - iii. A copy of the MoU signed by all members should be submitted along with the technical bids. The MoU entered into between the members of the Consortium should contain the above requirements, failing which the Application shall be considered non-responsive.

- f) An Participating agency or Consortium which has earlier been barred by BMTPC or blacklisted by any State /UT Government or Central Government / department / agency in India from participating in Bidding Process shall not be eligible to submit bids, either individually or as member of a Consortium, if such bar subsists as on the submission Due Date. The Participating agency or Consortium shall be required to furnish an affidavit that there is no such bar imposed and existing as on date.
  - g) A Bidder declared ineligible by multilateral agencies or Government of India or State Governments and debarred from providing consultancy services in India shall be ineligible to submit bids. In case the Participating agency or any member of Consortium is declared ineligible by multilateral agencies or Government of India or State Governments during the evaluation period then such bids shall be excluded from the evaluation process with BMTPC.
  - h) An Participating agency or member of Consortium should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award against the Bidder or member of Consortium, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or member of Consortium. In case the Bidder or member of Consortium during period of Empanelment, fails to perform on any agreement, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award against the Bidder or member of Consortium, or been expelled from any project or agreement or have had any agreement terminated for breach by such Bidder or member of Consortium, such Bidder shall cease to be empanelled with BMTPC.
- 6.1.1 Each participating agency shall submit only one proposal for the Project. Any participating agency, who submits or participates in more than one tenders will be disqualified.
- 6.1.2 The Application and all related correspondence and documents should be furnished by the participating Bidders with the Application may be in any other language provided that these are accompanied by appropriate translations of the pertinent passages in the English language by approved/authorized/licensed translator. Supporting material, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.
- 6.1.3 Participating agency/consortium should be profit making organisation during last 3 years. The audited balance sheet for the

last three years may be attached with the technical bids, otherwise bids will be rejected.

- 6.1.4 The average annual financial turnover of the agency/ consortium for the last consecutive 3 fiscal years shall be at least Rs. 50 Lakh. The requisite turnover shall be duly certified by the chartered accountant with his seal/ signature and registration number.
- 6.1.5 The agency/ consortium should have experience of having successfully completed one work of at least Rs. 50 lakh during last 3 years.
- 6.1.6 The agency/ consortium should be in business for providing manpower since last 3 years.
- 6.1.7 The agency / consortium must have valid GST number, PAN number, ESI registration certificate and PF registration certificate from EPFO.
- 6.1.8 The agency / consortium should have deployed at least 50 manpower for various discipline during last 3 years. The agency / consortium is required to submit a certificate/s from the client mentioning the details such as name of the employee with their numbers, qualification and experience for above type of manpower have been supplied to their organization and their performance is satisfactory.

## 6.2 **Changes in Consortium Composition**

Any change in the composition of a Consortium during the term of evaluation process shall not be permitted during the contract period.

## 7. **PROPOSAL**

- 7.1 E-tenders are invited under **two bid systems i.e. Technical Bid and Financial Bid**. Interested firms are advised to submit their bids “by visiting the Govt. of India, Central Public e-Procurement (CPP) Portal i.e. <http://eprocure.gov.in>. The bids will be accepted as e-tender only i.e. the tenderers will submit their bids on the e-Procurement Portal (module of NIC), in an encrypted format. Possession of valid Digital Signature Certificate (DSC), valid e-mail address and registration of the firms on the Government of India, Central Public e-Procurement (CPP) Portal i.e. <http://eprocure.gov.in> are **pre-requisite** for e-tendering. One Firm may only submit one proposal. If a Firm submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the individual experts, to more than one proposal.

## **8. PROPOSAL VALIDITY**

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

## **9. PREPARATION OF PROPOSALS**

- 9.1 The Proposal as well as all related correspondence exchanged by the Firms and the Employer shall be written in English language, unless specified otherwise.
- 9.2 In preparing their proposal, Firms are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 9.3 While preparing the Technical Proposal, Firms are required to give particular attention to the following:
- i. The participating firms shall not be permitted to associate with other Firms.
  - ii. The estimated number of Professional staff-months for the Assignment/Job is as shown in the Part II Data sheet. While making the proposal, the Firms must ensure that he proposes the number and type of experts as sought by the Employer along with CVs, failing which the proposal shall be considered as non-responsive. The participating agency has to submit CVs for professionals whose average proposed salary is more than 40,000/- per month.
  - iii. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. Form Tech – I in Section-III is a sample letter of technical proposal which is to be submitted along with the technical proposal.
- 9.4 Depending on the nature of the Assignment/Job, Firms are required to

submit a Technical Proposal (TP) in forms provided in Section-III. The Part II Data sheet in Section-II indicates the formats of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Form TECH – I in Section –III is a sample letter of technical proposal which is to be submitted along with the technical proposal.

- (a) A brief description of the Firms will be provided in Form Tech-2. In the same Form, the Firms and in the case of a consortium/ joint venture, each partner will provide details of experience of assignments which are similar to the proposed assignment/ Job as per the terms of reference. For each Assignment/Job, the outline should indicate the names of Sub-Firms/ Professional staff who participated, duration of the Assignment/Job, contract amount, and Firms involvement. Information should be provided only for those Assignment/Jobs for which the Firms were legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignment/Jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Firms, or that of the Firms associates, but can be claimed by the Professional staff themselves in their CVs. Firms should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.
- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment/Job; and on requirements for counterpart staff and facilities including: administrative support, office space, Domestic transportation, equipment, data, etc. to be provided by the Employer (Form TECH-3 of Section 3).

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

## **10 FINANCIAL PROPOSALS:**

10.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). Agency charges includes agency profit, life / medical insurance or any other statutory expenses, otherwise participating agency will pay all the above-mentioned charges from the agency's accounts and BMTPC will not be liable to pay any other hidden charges.

- 10.1.1 The Agencies charges and Applicable GST are to be quoted in Indian currency only. Agency charges shall include agency profit, life group insurance worth of Rs. 5 lakh, medical group insurance worth of Rs 5 lakh/ESIC, Provident fund contributions of employer's share, penalty charges or any other statutory expenses. Participating agency will pay all the above-mentioned charges from the company's accounts (not from the remuneration of individuals) and BMTPC will not be liable to pay any other hidden charges. In case of failure, contract awarded to the firm will be terminated and firm will be black listed for further business with the Government. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.
- 10.1.2 Basic pay of hired manpower should be 30% of Average Proposed monthly remuneration and accordingly Employees Provident Fund/ESI shall be quoted in the financial bids. The Agency profit shall also keep provision for penalty charges for non-adherence to terms and condition of the contract.
- 10.1.3 Also the bidder should include provision for additional manpower for other technical and allied support activities to be handled by the manpower listed in "Part B : Provision for Additional Manpower for other Technical and Allied Support Activities of BMTPC" mentioned in the Financial Bid Format (FORM FIN-3). The agency charges quoted for additional manpower will also to be taken in to account while calculating the lowest bidder, however the manpower may be hired by the BMTPC as and when required.
- 10.1.4 The average proposed remuneration, in both the Tables A & B of Financial Bid Format (FORM FIN-3), are indicative for the purpose of calculating corresponding agency charges, however the final remuneration will be decided by the BMTPC within the range mentioned in the Tables A & B of the Financial Bid Format (FORM FIN-3). The agency charges will be paid on the decided remuneration of Individual hired personnel.
- 10.1.5 The Contract shall be awarded to the firm who have quoted the lowest agency charges of the total project cost. The quoted agency charges should be based on average monthly remuneration rates and in accordance with the existing labour laws. During the Financial Evaluation process, the rates quoted for agency charges for manpower only will be taken in to account while calculating the L1. The additional resource pool will be part of contract to be drawn as and when required on which quoted agency charges will be paid.



10.2 **Terms of Payment:** The payments in respect of the Services shall be made as follows:-

- a. Bills for providing manpower shall be submitted by the Firm on every 5<sup>th</sup> day of subsequent month.
- b. The payment for the manpower provided by the Firm shall be reimbursed latest by every 15<sup>th</sup> day of the succeeding month. Payments shall be subject to deductions of any amount for which the Firm is liable under the agreement against this contract.
- c. Payments shall be inclusive of all taxes and Cess as applicable under the Indian Law.
- d. The Firm shall specify bifurcation of payments separately for the Firm services and to the consultants.
- e. Attendance will be regulated as per applicable laws of Government of India.
- f. The payment will be made to the manpower providing Firm after deducting the applicable taxes at source. BMTPC will issue the TDS certificate at the end of the financial year. In case, any excess payment is done to the Firm, it shall be adjusted against future payments, if required.
- g. The payment Firm should ensure statutory deductions such as ESI/EPF etc. from the salary of hired manpower as per the existing applicable Law.
- h. The Firm should ensure that the monthly payment to hired manpower/consultants will be paid latest by 7<sup>th</sup> of every month as per existing labour law of Government of India/State Government of Delhi. Necessary action will be taken as per existing rules and regulations otherwise.

10.3 The contract is likely to commence from the date of award of contract and would continue for a period of three years. The scope of the contract would be across the country. The period of the contract may further be extended for a period of one year on annual basis after the completion of contract as per the requirement of this office or may be curtailed/terminated before the contract period owing to deficiency in providing the manpower. This office, however, reserves the right to terminate the initial contract at any time after giving one week notice to the awardee's firm.

10.4 **Performance Bank Guarantee:** - The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business for a sum equal to 03% of the contract value within 15 days of receipt of the confirmed order as per format. Performance Bank Guarantee should be valid up to 60 days beyond the contract period. No interest will be payable on Performance Bank Guarantee.

10.5 **Tolerance Clause** - To take care of any change in the requirement during

the contract period, employer reserves the right to increase or decrease number of positions up to that limit (100%) without any change in the terms & conditions and prices quoted by the Agencies. While awarding the contract, the number of personnel ordered can be increased or decreased by the Employer within this tolerance limit. As regards other technical and allied support activities of BMTPC, selected firm need to provide required additional manpower on *as and when required basis*. The detail of such additional manpower is provided at FIN 3 in table 'Additional Manpower.

- 10.6 **Liquidated Damages:** In the event of the agency's failure to submit the Bonds, Guarantees and Documents, providing the manpower etc. as specified in this contract, the employer may, at his discretion, withhold any payment until the completion of the contract. The EMPLOYER may also deduct from the agencies as agreed, liquidated damages to the sum of 0.5% of the annual contract price of the delayed/unprovided manpower /services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of annual contract.

## **11 TAXES**

- 11.1 The Firms shall fully familiarize themselves about the applicable Domestic taxes (such as: GST etc.) on amounts payable by the Employer under the Contract. All such taxes must be included by the Firms in the financial proposal.

## **12. SUBMISSION AND OPENING OF PROPOSAL**

- i) Bid along with all the copies of documents should be submitted in the electronic form only through the Employer e-tendering system. Before the bid is uploaded, the bid comprising of all attached documents should be digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) in accordance with the Indian IT Act 2000.
- ii) The bid shall be opened on-line on the date & time mentioned in the RFP.
- iii) The Price Bids of only those bidders shall be considered for electronic opening & evaluation, whose bid is determined to be technically and commercially acceptable to the Employer.

## **13. Instructions for Submission of Bids are at Annexure-I.**

## **14. PROPOSAL EVALUATION**

- 14.1 From the time the Proposals are opened to the time the Contract is awarded, the Firms should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by the

Firms to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Firms/manpower providing agencies' Proposal.

- 14.2 **Technical Evaluation Committee (TEC)** constituted by the employer will carry out the entire evaluation process.

**15. EVALUATION OF TECHNICAL PROPOSALS:**

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

**16 PUBLIC OPENING & EVALUATION OF THE FINANCIAL PROPOSALS:**

- 16.1 Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified in the Data sheet, in the presence of the Firms representatives who choose to attend. The name of the Firms their financial proposal shall be read aloud.
- 16.2 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- 16.3 The Firms shall fully familiarize themselves about the applicable Domestic taxes (such as: GST) on amounts payable by the Employer under the Contract. All such taxes must be included by the Firms in the financial proposal.
- 16.4 Only those offers shall be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the tender, both technically and commercially.

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

16.6 The quoted agency charges shall remain firm and fixed during the period of the contract.

## **17. AWARD OF CONTRACT**

17.1 After completing the evaluation process, the Employer shall issue a **Letter of Intent (LoI)** to the selected bidding firm and promptly notify all other firms who have submitted proposals about the decision taken.

17.2 The selected firm will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the standard form of contract in Section-6, within 15 days of issuance of the letter of intent.

17.3 The Firm is expected to commence the Assignment/Job on the date and at the location specified in the Part II Data Sheet.

## **18. CONFIDENTIALITY**

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

**PART II**

**DATA SHEET**

**INSTRUCTIONS TO FIRMS**

Clause No. of Data Sheet	Ref of ITC		Particulars
1.	2.2	Name of the Employer:	Building Material and Technology Promotion Council (BMTPC), Ministry of Housing & Urban Affairs, Government of India
2.	2.2	Name of the Assignment/Job is:	Proposal for selection of Manpower Agency for Data Resource Cum Monitoring Centre (DRMC) under Pradhan Mantri Awas Yojana (Urban) Mission and other technical and allied technical activities of BMTPC
	3.1	Clarification and amendment	Date: 27 January, 2022 Time: 17:00 hrs
3.	2.5	Pre-bid meeting (If clarification received by this office within the specified time period)	Date: 28 January, 2022 Time: 14:00 hrs Venue: Room No -120-G, NBO Building, Nirman Bhawan, New Delhi or through video conferencing
4	3 (i)	Last Date & time of online submission of proposal/ bid:	Date : 14 February, 2022 Time : 15:00 hrs
		Date & Time of Opening of Technical Bids	Date : 15 February, 2022 Time : 15:00 hrs
5	2.5	The Employer's representative is:	Executive Director, Building Material and Technology Promotion Council (BMTPC)
		Address:	Building Material and Technology Promotion Council (BMTPC), Core 5 -A, First Floor, India Habitat Centre, Lodi Road, New Delhi- 110003, India
		Telephone:	Phone: 91-11-24638096, 24654095, 23063033
		Fax:	Fax: 91-11-24642849
		E-mail:	<a href="mailto:arvind.kr7@gov.in">arvind.kr7@gov.in</a> / <a href="mailto:info@bmtpc.org">info@bmtpc.org</a>
6	2.6	The Employer will provide the following inputs and facilities to facilitate the preparation of the	NA

		proposals	
7	8.1	No of Days the proposals must remain valid after the last submission date, i.e. until:	120 days
8.	3.1	The address for requesting clarifications is:	Executive Director, Building Material and Technology Promotion Council (BMTPC), Core 5-A, First Floor, India Habitat Centre, Lodi Road, New Delhi- 110003, India
		Fax:	Fax: 91-11-24642849
		E-mail:	<a href="mailto:arvind.kr7@gov.in">arvind.kr7@gov.in</a> / <a href="mailto:info@bmtpc.org">info@bmtpc.org</a>
9.		The annual estimated number of Professional staff-months required for the Assignment/Job is:	As per Tables A & B in Financial Bid Format FORM FIN-3
10		Firms to state the cost in Indian Rupees as per BOQ only.	
11	15.2	Evaluation Criteria : Criteria, sub-criteria, for evaluation of Technical Proposals have been prescribed:	As per RFP
12		Date & Time for opening of Financial bid	To be intimated in due course.
13		Method of Selection	Least Cost Selection (LCS)
14		Expected date for commencement of consulting Assignment/Job	1 <sup>st</sup> March, 2022
15		Location for performance assignment / Job:	<ul style="list-style-type: none"> <li>• Mission Directorate, PMAY(Urban), Ministry of Housing &amp; Urban Affairs, Nirman Bhawan, New Delhi and</li> <li>• BMTPC, Core 5 -A, First Floor, India Habitat Centre, Lodi Road, New Delhi- 110003, India or anywhere in India.</li> </ul>

## EVALUATION OF THE PROPOSAL

- I. An Evaluation Committee formed by BMTPC would examine both the technical and financial bids based on the details provided in the RFP.
- II. The evaluation committee will determine whether the proposal is complete



in all respects and the decision of the evaluation committee shall be final in this regard.

- III. Technical Evaluation: The Evaluation Committee will first evaluate the technical bid submitted by the applicant Agencies. The experience, credibility, quality and competence of the Agency would constitute the core parameters for technical evaluation. Technical Evaluation shall be carried out based on the following:

Sl. No.	Criteria	Maximum Obtainable Marks	Criteria for Awarded Marks
1	Average Annual Turnover of the Company/Partnership Firm/Autonomous Body/Society registered under the Societies Registration Act (Enclose Statutory Audit/ Certified financial statements for the last three financial years, 2018-19, 2019-20, and 2020-21). (Minimum average turnover Rs. 50 lakh)	20	<ul style="list-style-type: none"> <li>➤ ≥2.00 and above crore= 20</li> <li>➤ ≥1.50 Crore to 2.00 Crore = 17</li> <li>➤ ≥1.00 Crore to 1.5 crore= 14</li> <li>➤ ≥50.00 Lakh to 1.00 Crore = 10</li> </ul>
2	Years in Business for providing manpower (Minimum number of years in business 3)	10	<ul style="list-style-type: none"> <li>➤ ≥09 years &amp; above = 10</li> <li>➤ ≥05 and &lt;09 years=8.5</li> <li>➤ ≥03 and &lt;05 years =7</li> <li>➤ 03 years =5</li> </ul>
3.	Number and value of work done (one work of minimum Rs. 50 lakh during last 3 years)	15	<ul style="list-style-type: none"> <li>➤ More than two work of Rs. 50 lakh each = 15</li> <li>➤ Two work of Rs. 50 lakh each = 11</li> <li>➤ One work of Rs. 50 lakh = 7.5</li> </ul>
4	Experience of providing manpower for government sector (Copy of completion certificate from client should be attached.	15	<ul style="list-style-type: none"> <li>➤ ≥2 Government clients =15</li> <li>➤ 2 Government clients =11</li> <li>➤ 1 Government client =7.5</li> </ul>
5	Experience of providing manpower to other than government sector minimum 2 assignment	10	<ul style="list-style-type: none"> <li>➤ More than 04 assignments =10</li> <li>➤ 02 to 04 assignment = 7.5</li> <li>➤ 02 assignments =5</li> </ul>

	(Copy of completion certificate from client should be attached.		
6	Practicality of Recruitment Process for ensuring that adequate and quality manpower is supplied to BMTPC (as per BMTPC specification).	5	Recruitment Approach and methodology for selection of adequate and quality manpower (Details of Agency's process of recruitment of manpower for BMTPC. The process should ensure that suitable candidates are selected through a strict procedure involving interviews, skillset testing etc.)
7	Risk assessment and mitigation strategies for ensuring availability of quality manpower (as per BMTPC specification) during the contract period	5	Adequate assessment of possible risks and their mitigation plans = 5 Partial assessment of possible risks and their mitigation plans = 2.5
8	<b>Key professional staff:</b> Qualification & competency for the assignment / Job as specified in RFP.	20	➤ System administrator/ Software engineer =1.5 ➤ Statistical Data Analyst = 1.5 ➤ Documentation Expert =1.5 ➤ Data Management Executive = 1.0 ➤ Consultant (Civil) =1.5 ➤ Sr.Civil Engineer =1.5 ➤ Architect = 1.5 ➤ Accounts Officer = 1.0 ➤ Civil Engineer = 1.0 ➤ Jr. Engineer (Civil) =0.5 ➤ Programmer = 1.5 ➤ Asstt. Architect = 0.5 ➤ MIS Officer = 1.5 ➤ Legal Executive = 1.5 ➤ Web Developer= 0.5 ➤ Private Secretary =

			0.5
			➤ GIS Assistant = 0.5
			➤ Graphic Designer = 1.0

(iv) To become eligible for shortlisting and for opening the Financial Bid, the bidder must secure at least 50% (Fifty percent) marks in each category (1 to 8) mentioned in the above table and 60% (Sixty percent) marks in aggregate.

(v) Financial bid of only those Agencies that secure the minimum qualifying marks will be opened on the specified date and time, which shall be communicated to such Agencies through Registered or Speed post/Fax/ email. The communication will also be displayed on the web-site of BMTPC.

(vi) The Contract shall be awarded to the firm who has quoted the lowest agency charges (**L1**) of the total project cost. The quoted agency charges should be based on average monthly remuneration rates and in accordance with the existing labour laws.

**Instructions for Online Bid Submission**

1. All interested bidders are requested to register themselves with the portal <http://eprocure.gov.in> and enrol their digital certificate with the user id for participation in the tender.
2. Bidders are requested to read following conditions in conjunction with various conditions, wherever applicable appearing with this bid invitation for e-Tendering. The conditions mentioned here in under shall supersede and shall prevail over the conditions enumerated elsewhere in the tender document.

**3. How to submit On-line Bids / Offers electronically against e-Tendering?**

Bidders are advised to read the following instructions for participating in the electronic tenders directly through internet:

- i) Late and delayed Bids / Offers after due date / time shall not be permitted in e-Tendering system. No bid can be submitted after the last date and time of submission is over. (However if bidder intends to revise the bid already submitted, they may change / revise the same on or before the last date and time of submission of bid). The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.
- ii) Bidders are advised in their own interest to ensure that bids are uploaded in e-tendering system well before the closing date and time of bid.
- iii) No bid can be modified after the dead line for submission of bids.
- iv) No manual bids / offers along with electronic bids / offers shall be permitted.

**4. What is a Digital Signature?**

This is a unique digital code which can be transmitted electronically and primarily identifies a unique sender. The objective of digital signature is to guarantee that the individual sending the message is who he or she really claims to be just like the written signature. The Controller of Certifying Authorities of India (CCA) has authorized certain trusted Certifying Authorities (CA) who in turn allots on a regular basis Digital Signature Certificates.

**5. Documents which are signed digitally are legally valid documents as per Indian IT Act (2000).****6. Why is a Digital Signature required?**

In order to bid for EMPLOYER e-tenders all the vendors are required to obtain a legally valid Digital Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The Digital Certificate is issued by CA in the name of a person authorized for filing Bids / Offers on behalf of his Company. A Vendor / Bidder can submit their Bids / Offers on-line only after digitally signing the bid / documents with the above allotted Digital Signatures.

**7. Bidders have to procure Digital Signature Certificate (Class 3 or 2 with signing key uses) from any of the certifying Authorities in India.**

**8. Submission of Documents**

- i) Bidders must submit on line offers by the date and time mentioned in the Notice Inviting Tender (NIT) at the website address stated therein.
- ii) Each E-Tender will provide access to Commercial as well as Price part of tender. Along with the Commercial part, Bidders can attach the required documents along with scan copy of with the bid in line with the Tender.
- iii) The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the process and steps.
- iv) The bid have to be submitted online only. However, documents which necessarily have to be submitted in originals like documents mentioned in the tender documents have to be submitted offline. Prices should not be submitted in a sealed envelope. EMPLOYER shall not be responsible in any way for failure on the part of the bidder to follow the instructions. Physical Bids will not be accepted. All such physical Bids shall be considered as invalid offers and shall be rejected summarily without any consideration.
- v) Price Bid shall contain only price as per Schedule of Rates (in form of an excel sheet) without any condition. The lump sum rate along with tax and other components shall be filled up in figures and the total amount shall be automatically calculated and rounded off to the nearest rupee. It is to be noted that the Price Bid shall contain only PRICES and no conditions whatsoever.
- vi) The bid shall be upload through Digital signatures by someone legally authorized to enter into commitment on behalf of the Bidder. Bidder shall upload among other documents, power of Attorney in favour of the person who is authorized to enter into commitments on behalf of the Bidder.
- vii) It is advised that the bidder upload small sized documents (preferably upto 5 MB) at a time to facilitate in easy uploading into e-tendering site. EMPLOYER does not take any responsibility in case of failure of the bidder to upload the documents within specified time of tender submission.

**Physical Submission:** Power of Authority.

## **SECTION 3- TECHNICAL PROPOSAL**

### **STANDARD FORMS**

#### **FORM TECH-1**

#### **LETTER OF PROPOSAL SUBMISSION**

[Location,  
Date]

To:

[Name & address of Employer]

Dear Sirs:

We, the undersigned, offer to provide the Assignment for Data Resource Cum Monitoring Centre (DRMC) under Pradhan Mantri Awas Yojana (Urban) Mission and other technical and allied support activities of BMTPC in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Firms] (Only if applicable)

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

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

We remain,

Yours sincerely,

Authorized Signature

[In full and initials]:

Name and Title of Signatory:

Name of Firms:

Address:



**FIRMS ORGANIZATION AND EXPERIENCE****A - Firms Organization**

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

**B – Firm’s Experience**

[Using the format below, provide information on each Assignment/Job for which your firms, and each partner in the case of consortium or joint venture, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/Job similar to the ones requested under this Assignment/Job (If possible, the employer shall specify exact assignment / Job for which experience details may be submitted). In case of consortium, association of Firms the Firms must furnish the following information for each of the consortium member separately]

## 1. Firms 's name:

1	Assignment/Job name:		
1.1	Description of Project		
1.2	Approx. value of the contract (in Rupees):		
1.3	Country:		
1.4	Location within country:		
1.5	Duration of Assignment/Job (months) :		
1.6	Name of Employer:		
1.7	Address:		
1.8	Total No of staff-months of the Assignment /Job:		
1.9	Approx. value of the Assignment/Job provided by your firms under the contract(in Rupees):		
1.10	Start date (month/year):		
1.11	Completion date (month/year):		
1.12	Name of associated Firms/manpower providing agencies, if any:		
1.13	No of professional staff-months provided by associated Firms/manpower providing agencies:		

1.14	Name of senior professional staff of your firms involved and functions performed.	
1.15	Description of actual Assignment/Job provided by your staff within the Assignment/Job:	

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

**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE (TOR) AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE EMPLOYER**

**A - On the Terms of Reference**

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment/Job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

**B - On Inputs and Facilities to be provided by the employer**

[Comment here on Inputs and facilities to be provided by the Employer.]

**PROFORMA FOR CURRICULUM VITAE (CV) FOR PROPOSED  
PROFESSIONAL / STAFF**

**1. Proposed Position:**

**2. Name of Firms:**

[Insert name of firms proposing the staff]:

**3. Name of Staff:** [Insert full name]:

**4. Date of Birth:**

**5. Nationality:**

**6. Education:**

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

**7. Membership of Professional Associations:**

**8. Other Training:**

**9. Countries of Work Experience:**

[List countries where staff has worked in the last ten years]:

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

**11. Employment Record:**

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

From [Year]:

To Year]:

Employer:

Positions held:

Detailed Tasks Assigned:

*[List all tasks to be performed under this Assignment/Job]  
[Specify the specific project experience of working with Central/ State/  
PSUs/Autonomous Bodies/Urban Local Bodies etc.]*

**12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**

[Among the Assignment/Jobs in which the staffs have been involved, indicate the following information for those Assignment/Jobs that best illustrate staff capability to handle the tasks listed under point 12.]

- Name of Assignment/Job or project:
- Year:
- Location:
- Employer:
- Main project features:
- Positions held:
- Activities performed:

**13. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of staff member or authorized  
Representative of the staff]

Place:

[Full name of authorized representative]:

**TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS****Professional Staff**

Sr. No.	Name of Staff	Name of Firms	Area of Expertise	Position / Task assigned for this Job



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

Are there any activities carried out by your firms or group company or any member of the consortium which are of conflicting nature as mentioned in para 4 of section 2.

If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firms, our associate / group firms or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities under para 4 of the section 2. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firms:

Address:

**METHODOLOGY & WORK PLAN**

Please furnish details of proposed methodology and work plan regarding planning and implementation of the assigned task: -

- Practicality of Recruitment Process for ensuring that adequate and quality manpower is supplied to BMTPC, MoHUA
- Recruitment Approach and methodology for selection of adequate and quality manpower (Details of Agency's process of recruitment of manpower for BMTPC, MoHUA.
- The process should ensure that suitable candidates are selected through a strict procedure involving interviews, skill set testing etc.).
- Risk and Mitigation strategies.
- Others such as existing HR policy/procedures, Adherence to Timeline etc.

The work plan shall include details of works/tasks assigned to each positions as per the timeline best suited to this assignment.

## SECTION 4

### **FINANCIAL PROPOSAL - STANDARD FORMS**

#### **FORM FIN-1-FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To: [Name and address of Employer]

Dear Sirs:

We, the undersigned, offer to provide the Assignment for [*Operating the Data Resource Cum Monitoring Centre (DRMC) Under Pradhan Mantri Awas Yojana (Urban) Mission for Ministry of Housing and Urban Affairs and other technical and allied support activities of BMTPC*] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures<sup>1</sup>]. This amount is inclusive of the applicable taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in clause 7 of the Part II Data Sheet.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firms:

Address:

## INDICATIVE SUMMARY OF COSTS

Sr. No.	Particulars	Amount in Rupees (A)	GST (B)	Total Amount in Rupees C=A+B
1	Comprehensive price of all manpower for 2 years			
2	Agency Charges for 2 years			
<b>Grand Total</b>				

Please indicate Amount in Words - including taxes: -----

**Notes:**

1. Quoted price should be firms and fixed and should be valid up to period of the contract.
2. The dedicated office space with furniture, telephone (landline), office stationary, local conveyance etc. will be provided by the Employer.
3. For effective monitoring during implementation of the programme, the hired manpower will be required to travel to oversee the programme implementation and for handholding support and training. All such travel cost will be borne by as per existing rules and regulations of Government of India applicable to the employees of corresponding level (or Pre-revised Grade Pay) of pay matrix (as per 7<sup>th</sup> CPC). It may however be noted that all travel needs to be pre-approved specifically by the Mission Directorate/BMTPC through the concerned Officer. The eligible amount will be decided as per tour allowance norms for corresponding level (or Pre-revised Grade Pay) of pay matrix (as per 7<sup>th</sup> CPC) of Government of India:

Authorized Signature.....

Name: .....

Designation .....

Name of firms:.....

Address:.....

# FORM FIN-3

## FINANCIAL BID FORMAT

Sr. No.	Position	No of man power	Range of proposed remuneration	Average Proposed remuneration		Agency Monthly Charges					Total Agency charges	GST @18%	Total Amount with taxes
				average	Total	PF Contribution of Employer (per person)	Life insurance Contribution of Employer (per person)	Medical Insurance/E SI (per person)	Other expenses (per person)	Agency Profit in %			
		a		b	c=a*b	d	e	f	g	h	i=(d+e+f+g+h)*a	j=[c+i]*18%	k=(i+j)
<b>Table A. DRMC Manpower</b>													
1.	System administrator/ Software engineer	01	80000-120000	100000									
2.	Statistical Data Analyst	01	60000-80000	70000									
3.	Documentation Expert	01	45000-65000	55000									
4.	Data Management Executive - Budgetary Management and Financial Sanctions	02	45000-65000	55000									
5.	Data Executives /Data Aggregator	02	35000-55000	40000									
6.	Data Management Assistant	02	30000-50000	35000									
7.	Data Entry Operators	02	25000-45000	30000									
8.	Multi-Tasking Staff/Support Staff	01	18000-28000	20000									
<b>Table B. Provision for Additional Manpower for other Technical and Allied Support Activities of BMTPC</b>													
9.	Consultant (Civil)	6	80000-100000	90000									
10.	Sr.Civil Engineer	2	60000-80000	70000									
11.	Architect	1	60000-80000	70000									
12.	Accounts Officer	1	40000-60000	50000									
13.	Civil Engineer	9	40000-60000	50000									
14.	Jr. Engineer (Civil)	2	30000-50000	40000									
15.	Programmer	2	40000-60000	50000									
16.	Asstt. Architect	1	40000-60000	50000									
17.	MIS Officer	1	40000-60000	50000									
18.	Legal Executive	1	40000-60000	50000									
19.	Web Developer	1	35000-55000	45000									
20.	Private Secretary	1	30000-40000	35000									
21.	GIS Assistant	1	35000-55000	45000									
22.	Graphic Designer	1	35000-55000	45000									
23.	Policy and Program Support Executive	1	35000-45000	40000									
24.	IEC Executive	1	35000-45000	40000									
25.	Social Mobilization Executive	1	35000-45000	40000									
26.	Finance Assistant	2	35000-45000	40000									

27.	Office Assistant	2	35000-45000	40000									
28.	Computer Operator	2	25000-35000	30000									
29.	Hindi Typist	1	25000-35000	30000									
30.	Multi-Tasking Staff / Jr. Asstt	7	18000-28000	23000									
31.	Supporting Staff	2	16000-26000	21000									
											Grand Total		

Note (for Table A & B):-

1 The Agencies charges and Applicable GST are to be quoted in Indian currency only. Agency charges shall include agency profit, life group insurance worth of Rs. 5 lakh, medical group insurance worth of Rs 5 lakh/ESIC, Provident fund contributions of employer's share, penalty charges or any other statutory expenses. Participating agency will pay all the above-mentioned charges from the company's accounts (not from the remuneration of individuals) and BMTPC will not be liable to pay any other hidden charges. In case of failure, contract awarded to the firm will be terminated and firm will be black listed for further business with the Government. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

2. Basic pay of hired manpower should be 30% of Average Proposed monthly remuneration and accordingly Employees Provident Fund shall be quoted in the financial bids. The Agency profit shall also keep provision for penalty charges for non-adherence to terms and condition of the contract.

3. Also the bidder should include provision for additional manpower for other technical and allied support activities to be handled by the manpower listed in "Part B. Provision for Additional Manpower for other Technical and Allied Support Activities of BMTPC" of the above table. The charges quoted for additional manpower will also to be taken in to account while calculating the lowest bidder, however the manpower may be hired by the BMTPC as and when required.

4. The average proposed remuneration in both the tables is indicative for the purpose of calculating corresponding agency charges; however, the final remuneration will be decided by the BMTPC within the range mentioned in the tables and based on the performance of manpower, the monthly remuneration will be increased or decreased by ED, BMTPC within the specified range. The agency charges will be paid on the decided remuneration of Individual hired personnel.

5. The Contract shall be awarded to the firm who have quoted the lowest agency charges of the total project cost. The quoted agency charges should be based on average monthly remuneration rates and in accordance with the existing labour laws. During the Financial Evaluation process, the rates quoted for agency charges for manpower only will be taken in to account while calculating the L1.

6. Other expenses may include expense related to a) stationery, b) photocopy and printing, c) other daily expenses along with minimum two wi-fi enabled laser jet colour printer with minimum speed 50 PPM and two laser jet b/w printers with minimum speed 50 PPM alongwith a provision of regular supply of cartridges, and d) provision of 10 laptops along with accessories with i-9 configuration of acceptable standard.

**TERMS OF REFERENCE (TOR)****1.0 Brief Description of Task**

This Terms of Reference is for providing the man power to assist the Housing and Urban Affairs, Government of India, for operating the 'Data Resource Cum Monitoring Centre' (DRMC) for Pradhan Mantri Awas Yojana (Urban) - Housing for All Mission and other technical and allied support services of BMTPC.

**2.0 Background**

Building Materials & Technology Promotion Council (BMTPC) is an autonomous body under the aegis of the Ministry of Housing & Urban Affairs, Government of India established in 1990. Since its inception, BMTPC has been working towards smooth transfer of new, cost effective, innovative, energy-efficient, environment-friendly and disaster resistant building materials and construction technologies from lab to field.

**Objectives of BMTPC**

- i. *Building Materials & Construction Technologies* : To promote development, standardization, mechanization and large scale field application of innovative and emerging building materials and technologies in the construction sector.
- ii. *Capacity Building and Skill Development*: To work as a Training Resource Centre for capacity building and promotion of good construction practices to professionals, construction agencies, artisans and marketing of building technologies from lab to land.
- iii. *Disaster Mitigation & Management*: To promote methodologies and technologies for natural disaster mitigation, vulnerability & risk reduction and retrofitting/ reconstruction of buildings and disaster resistant planning for human settlements.
- iv. *Project Management & Consultancy*: To undertake project management and consultancy services including appraisal, monitoring and third party inspection of housing projects under the various Central/State Schemes.

The Ministry of Housing and Urban Affairs (MoHUA) through BMTPC, has set up a Data Resource Cum Monitoring Centre (DRMC) for monitoring work, data analysis, data compilation, data dissemination, generation of periodic reports in electronic form, undertake field visits/physical verification in a friendly manner and also established a separate Monitoring Cell under the Mission

Directorate in Nirman Bhawan for ease of data collection, analysis and generation of various housing and infrastructure reports, progress of construction etc. on day to day basis. The establishment of Data Resource cum Monitoring Centre through BMTPC to be made functional under PMAY (U) is such step in these directions.

The DRMC would operate under the overall supervision and guidance of the Joint Secretary and Mission Director (HFA) through the concerned Directors/Deputy Secretaries. The DRMC was envisaged to operate between 2018-2021. It is expected that DRMC will operate for further two more years. The DRMC would be positioned in Ministry of Housing and Urban Affairs Office, Nirman Bhawan, New Delhi.

The Pradhan Mantri Awas Yojana (Urban)- Housing for All mission seeks to address the housing requirement of urban poor including slum dwellers. During the implementation of PMAY (U)- HFA, the Ministry has understood the complexity of institutional challenges at the levels of Centre, State/UTs and Urban local bodies.

At present, the Housing for All (HFA) Mission Directorate functions under Joint Secretary and Mission Director, (HFA), who is assisted by Directors/Deputy Secretaries responsible for implementation of Housing For All Mission. Similarly for other schemes of the Ministry are being implemented by the respective divisions headed by Joint Secretaries and assisted by Director/Deputy Secretaries. In this context, to strengthen the Housing for All-Mission Directorate and to provide focused support in data management of the scheme of MoHUA, the Ministry has proposed to set up a DRMC in the HFA Mission Directorate. The objective is to efficiently and effectively manage, coordinate, and monitor the implementation of PMAY (U) by providing data management support to the Ministry of Housing and Urban Affairs (Mo HUA) under the overall supervision and guidance of the Mission Director of Housing for All Mission and would report to the Joint Secretary (HFA)the concerned Directors/Deputy Secretaries. The DRMC would operate under the overall supervision and guidance of the Joint Secretary and Mission Director of HFA division. The Agency is, proposed to be hired for 2 years which may be extended upto 1 year on same terms and conditions, based on performance of the agency in respect of manpower provided and after the approval of competent authority. The scope of the contract will be across the country.

## **2.1 Pradhan Mantri Awas Yojana (Urban)- brief overview**

Pradhan Mantri Awas Yojana- Housing for All (Urban) Mission for urban areas will be implemented during 2015-22. It is expected to extend for 2 more years i.e. upto 2024. This mission is providing central assistance to implementing agencies through state and UTs for providing houses to all eligible beneficiaries.



The Mission seeks to address the housing requirement of urban poor including slum dwellers through following programme verticals:

- *Slum rehabilitation of Slum Dwellers with participation of private developers using land as a resource.*
- *Promotion of Affordable Housing for weaker section through credit linked subsidy.*
- *Affordable Housing in Partnership with Public & Private sectors.*
- *Subsidy for beneficiary-led individual house construction / enhancement.*

All statutory towns as per census 2011 and towns notified subsequently would be eligible for coverage under the mission. Mission with its components has become effective from the date 17.06.2015 and will be implemented upto 31.03.2022 and likely to extend upto 31<sup>st</sup> March, 2024.

## **2.2 Existing Data Monitoring System**

Presently information is being submitted by the State Governments in the form of MPRs, QPRs and in CSMC which is being analysed after aggregating on various electronic spreadsheets on distributed system. Reports are being generated on aggregated data through employing various monitoring mechanism. Data aggregation and collection is being pursued with SLNAs/ULBs on regular basis which become sometime difficult to track all the States for data punctuality and discipline.

## **2.3 Introduction of DRMC**

The PMAY (U) guidelines at para 17 reproduced the institutional mechanism of the Monitoring and Evaluation under PMAY (U) as:-

“Monitoring & Evaluation: Mission will be monitored at all three levels: City, State and Central Government. CSMC will monitor formulation of HFAPoA, Annual Implementation Plans (AIPs) and project implementation. Suitable monitoring mechanisms will be developed by the Mission. States and cities will also be required to develop monitoring mechanism for monitoring the progress of mission and its different components.”

It is intended that DRMC will support a wide range of activities by making information available at one place for proper planning, regular monitoring and evaluating progress achieved in timely manner. Thus, DRMC will play an important role in improving access to information in a structured manner through collecting and organising materials/data available from all the State/UT Governments wherein projects under PMAY (U) sanctioned in decentralised form and arrange in a most structured way so as to use it by all stake holders viz. MoHUA, NITI Aayog, periodic reports to Cabinet Secretariat, E-Samiksha etc. Therefore, it is a need to establish DRMC with the support

from BMTPC, an autonomous body of this Ministry for engaging manpower for the same and carry out required activities.

## **2.4 Objective:**

It is proposed that with the advent and efficient use of Information technology, IT supported data management and analysis tools, Ministry will be able to critically monitor the status of implementation of the PMAY (U) Mission and facilitate informed decision making by the Ministry officials. In view of the above background, the Ministry is planning to adopt more focussed technology based solutions for monitoring the impacts of PMAY (U) mission and corrective measures can be taken in time to ensure that objectives are achieved. The specific objectives of the Data Resource cum Monitoring Centre are as follows:

- a) Track implementation of various program components of PMAY (U) at Central, State/UT and ULB levels including tracking of physical progress and financial funds flow across all levels and evaluation of other Mission related activities.
- b) Facilitate the Ministry in timely access to data and information to manage the project implementation status and to improve the outcomes through monitoring activities.
- c) Provide the Central Sanctioning and Monitoring Committee (CSMC) with the specific information about the implementation of the interventions under PMAY (U) financed by the Central Assistance.
- d) Ensure timely and accurate data capturing in a structured format, analysis and synthesis of information in the form of information products from the data captured in various forms such as Monthly Progress Reports (MPRs), Review Meetings, Presentations made by States/UTs at various platforms, E-mail communications and PMAY-MIS.
- e) Validate data received from State Level Nodal Agencies (SLNAs)/Urban Local Bodies (ULBs) and help evaluate and performance ranking in multiple ways.
- f) Monitoring of Dashboard<sup>1</sup> including GIS mapping which is proposed to be developed by the Ministry through a third party agency. The Dashboard aims at reflecting the various stages of the overall performance achieved by the States/UTs under the Mission.

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<sup>1</sup> Dashboard will be accessed by States/UTs, Mission Directorate, PMO, NITI Aayog and provide one-point reference for referring sanctioned documents for all stakeholders. It helps in analyzing the physical and financial performance of the States/UTs against overall targets as well as targets for a given year in addition to performance with respect of tendering and pace of construction. It will also allow States/UTs to add visuals of projects during different stages of construction for evaluation of physical progress in addition of physical and financial progress.

### **3.0 DRMC-HOUSING FOR ALL MISSION SUPPORT**

#### **3.1 Scope of Services**

It is expected that the envisaged system solution through DRMC would provide user friendly, interactive, data capture interface and provide a comprehensive statistical management information system with inbuilt decision support system. The Scope of Work to be carried out under this shall cover, but not limited to the following aspects: -

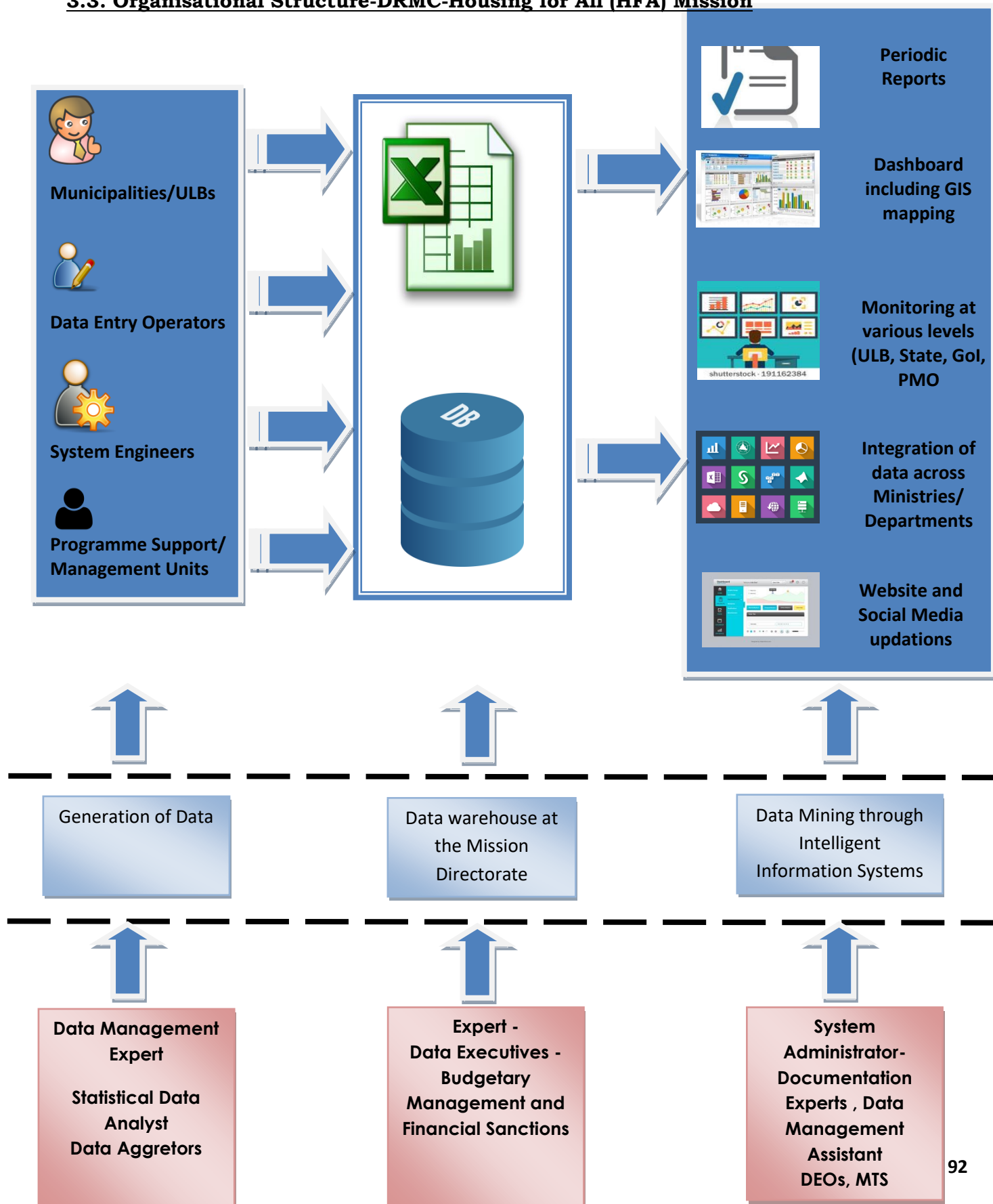
- i. Undertake a comprehensive review of the existing Database Management Information System.
- ii. Compiling the data-base with regard to the sanctioned projects under different verticals of PMAY (U).
- iii. Compilation of information of the financial as well as physical progress based on the Central Assistance approved by CSMC and State Share (including beneficiary contribution) etc.
- iv. Monitoring of physical progress at e-platform of all projects at city/ULB level under PMAY (U) including subsumed Rajiv Awas Yojana (RAY). This would include from sanction to fully completion of housing and periodic progress achieved at different intervals.
- v. Monitoring of financial progress including approved central assistance, release and utilisation of funds including submission of UCs. This would also include share of different entities at the State level.
- vi. To undertake field visit(s) by official(s) of DRMC/BMTPC at different site(s) on direction by CSMC/Ministry.
- vii. Develop, maintain, operate and manage Monitoring Dashboard along with data mining and analysis w.r.t the project's physical/financial progress, comparative analysis through weekly, fortnightly, monthly reports etc.
- viii. Coordination with the States/ULBs Government including SLTCs/CLTCs for updating of progress of housing as well as infrastructure on regular basis.
- ix. Carrying out various other official works assigned by the officials of MHUA including administrative and secretarial work and any other incidental to the mission.
- x. Any other work as assigned by CSMC/controlling Ministry.

#### **3.2 Expected Outputs /Key Activities**

- i. Stock taking of existing MIS:  
Consultation with the Ministry officials to specifically determine and collect all details of the hardware, software, application, process workflows, service levels, technical details, interface points etc. to understand the existing and mandatory policies, procedures and standards that will affect the design and development.
- ii. Weekly reviews of progress reports/updates received from SLNA/ State Govt./UT under PMAY (U) and generate weekly updated reports.

- iii. Generating Monthly Analytical Reports and Comparative statements on progress made by States/UTs under PMAY (U) and RAY towards project implementation in print as well as electronic form covering the detailed information.
- iv. Maintenance of Dashboard to capture online information with regard to physical and financial progress of projects and progress of reforms and capacity building programmes from State Govt./UT Admin.
- v. Periodic reports (at least quarterly) on visits undertaken to State level/UT nodal agencies and ULB/Executive agencies and action taken on the findings in such visits.
- vi. The monitoring agency will participate in meetings, discussions and presentation on progress of work and above mentioned deliverable to the Ministry as may be required.

### 3.3. Organisational Structure-DRMC-Housing for All (HFA) Mission



### 3.4 Job Description of Professionals required for the PMAY (Urban) DRMC and other technical and allied support activities of BMTPC:

Sr. No.	Position	Qualification & Experience	No. of manpower required
1	<b>System Administrator/ Software engineer</b>	<ul style="list-style-type: none"> <li>➤ Engineering Graduate (BE/B.Tech) in Computer Science or Information-Technology or Post Graduation in Computer Application or Post Graduation in Computer Science (MSc in computer Science with minimum 8 years of experience.</li> <li>➤ Able to design and develop modules independently to ensure the scalability of the system. Well versed in the system/RDBMS Data Base architecture (SQL/Oracle). Skilled and full proficiency in HTML., CSS., JavaScript, Responsive Web Design, CSS Frameworks., JavaScript Frameworks, Version Control and Web Performance.</li> <li>➤ Should be well versed in designing of Data Base Structure (DBS) for Master Entities and transactional entities for Monitoring Dashboard Application with analytical skills. Experience of data monitoring of Flagship / Mission Mode programs with reference to sanctions by governmental agencies.</li> <li>➤ Understanding of System Administration is a necessity in terms of database architectures, Management Information System, programming and scripting, design, implementation, repair and maintenance.</li> <li>➤ He/she should have good command over Hindi/English language. He/she should be well conversant with basic computer knowledge in MS-Office/Open Office, Statistical tools for auto generation of reports etc.</li> </ul>	01
2	<b>Statistical Data Analyst</b>	<ul style="list-style-type: none"> <li>➤ Bachelor's degree in Computer Science/Information Technology/ Computer Application/Statistics/ Mathematics with at least 8 years of experience.</li> <li>➤ Experience in structured data analysis and data modelling in support of application development for reporting databases. Able to work with Operational and Analytical Data models for Mapping a variety of sources, Perform Gap analysis and impact analysis on any changes. Manage database backups, maintenance and monitoring. He/she should have good command over Hindi/English language. He/she should be well conversant with basic computer knowledge in MS-Office/Open Office, Statistical tools for auto generation of reports etc.</li> </ul>	01
3	<b>Documentation Expert</b>	<ul style="list-style-type: none"> <li>➤ Graduation degree or higher with degree/diploma in Computer Science/ Information Technology/ Computer Application with at least 5 years of strong analytical experience and management of mission</li> </ul>	01

<b>Sr. No.</b>	<b>Position</b>	<b>Qualification &amp; Experience</b>	<b>No. of manpower required</b>
		critical documents. ➤ Experience in gathering information from various sources and rendering research assistance to Government sponsored projects/scheme. Strong problem solving and critical thinking skills, Technical writing skills, excellent verbal, written and interpersonal skills. ➤ He/she should be well conversant with basic computer knowledge in MS-Office/Open Office etc.	
<b>4</b>	<b>Data Management Budgetary Management and Financial sanctions</b>	<ul style="list-style-type: none"> <li>➤ Preferably graduation degree with at least 10 years of experience in business administration, finance, accounting, public administration, commerce, economics, Statistics or equivalent field finance discipline.</li> <li>➤ Previous Experience in rendering assistance in Budget Preparation, implementation, administration, maintenance of utilisation certificates, analysing cost estimates and budget proposals, including programmatic aspects. Well versed in handling of financial sanctions in CPSMC/PFMS portals being used in Central Ministries. Experience in handholding/assistance to State Government and Program Implementing agencies to implement CPSMC/PFMS Portals. Maintenance of folders/registers for financial sanctions for Mission Mode/Flagship schemes. Tracking of financial performance against BE/RE. He/she should have good command over Hindi/English language. He/she should be well conversant with basic computer knowledge in MS-Office/Open Office, Statistical tools for auto generation of reports etc.</li> </ul>	02
<b>5</b>	<b>Data Executive /Data Aggregator</b>	<ul style="list-style-type: none"> <li>➤ Diploma in Computer Application or IT sector with at least 5 years of experience preferably in Government Sector.</li> <li>➤ Experience in coordination with program implementing divisions/sub-divisions implementing Flagship/Mission mode programs. Well versed in maintenance and housekeeping of digitization of important documents / e-files and uploading digitized records including administrative/financial sanctions and performance of flagship/mission progress on the web portals which is to be referred by governmental agencies as well as other stake holders. He/she should have good command over Hindi /English language. He/she should be well conversant with basic computer knowledge in MS-Office/Open Office, Statistical tools for auto generation of reports etc.</li> </ul>	02

Sr. No.	Position	Qualification & Experience	No. of manpower required
6	<b>Data Management Assistant</b>	<ul style="list-style-type: none"> <li>➤ Diploma in office automation software/computer application with at least 3 years of experience preferably in Government Sector.</li> <li>➤ Experience in DATA generation for desk monitoring of Flagship / Mission Mode programs from internal as well as external agencies associated with implementation of mission mode programs. Maintenance of project level entities and associated transactions committed by governmental agencies through MPRs/QPRs/ Financial closures/ Utilisation Certificates / completion certificates. Exposure / working experience with Census data pertaining to Urban Agglomeration Statutory /Census town, maintenance of DATA required to be referred in parliament sessions, VIP references, RTI.</li> <li>➤ Experience is in coordination with program implementing divisions/sub-divisions implementing Flagship/Mission mode programs. He/she should have good command over Hindi/English language. He/she should be well conversant with basic computer knowledge in MS-Office/Open Office, Statistical tools for auto generation of reports etc.</li> </ul>	02
7	<b>Data Entry Operators</b>	<ul style="list-style-type: none"> <li>➤ Diploma in office automation software/computer application with at least 3 years of experience in data entry.</li> <li>➤ Previous experience of data entry with excellent typing speed including Hindi typing. He/she must be able to comfortably operate a computer system.</li> <li>➤ Excellent communication skills both written and oral, Strong Basic Computer/Internet Skills, Internet Browsing Skills, Good Email drafting skills, Sincere to the work assigned.</li> </ul>	02
8	<b>Multi-Tasking Staff / Support Staff</b>	<ul style="list-style-type: none"> <li>➤ Higher Secondary (12th) preferably with at least 2 years of experience in office.</li> </ul>	01
9	<b>Additional Pool of Resources</b>	<ul style="list-style-type: none"> <li>➤ <b>Consultant (Civil):</b> Engineering Graduate (BE/B.Tech/AMIE) in Civil Engineering from recognized University having min. 10 years of experience with min.6 years' experience in certification of building materials &amp; technologies.</li> <li>➤ <b>Sr. Civil Engineer:</b> Engineering Graduate (BE/B.Tech/AMIE) in Civil Engineering from recognized University having min. 6 years of experience.</li> <li>➤ <b>Architect:</b> B.Arch or equivalent from recognised university with minimum 5 years of experience.</li> <li>➤ <b>Accounts Officer:</b> B.Com (M.Com preferable) from</li> </ul>	<b>As required</b>



Sr. No.	Position	Qualification & Experience	No. of manpower required
		<p>recognised university with minimum 5 years of experience in dealing with government transactions/ processing of funds/releases as per government financial rules.</p> <ul style="list-style-type: none"> <li>➤ <b>Civil Engineer:</b> Engineering Graduate (BE/B.Tech/AMIE) in Civil Engineering from recognized University having min. 2 years of experience.</li> <li>➤ <b>Jr. Engineer (Civil):</b> Engineering Graduate (BE/B.Tech/AMIE) or Diploma in Civil Engineering from recognized University having upto 2 years of experience and more than 2 years of experience respectively.</li> <li>➤ <b>Programmer:</b> BE/B.Tech in Computer Science/IT /Electronic/BCA/ BSc Computer Science/ PGDCA from any recognised University with minimum 2 years of experience in programming using REACT Node JS, MySQL. Preference will be given to full stack developer using these platforms.</li> <li>➤ <b>Asstt. Architect:</b> B.Arch or Diploma in architecture or equivalent from recognised university with minimum 2 years of experience for B.Arch and 5 years for diploma.</li> <li>➤ <b>MIS Officer:</b> Engineering Graduate (BE/B.Tech) in Computer Science or Information-Technology or MCA or MSc in computer Science from recognized University with having min. 5 years of experience.</li> <li>➤ <b>Legal Executive:</b> Graduate in Law from any recognised University along with knowledge of computer with minimum 2 years of experience.</li> <li>➤ <b>Web Developer:</b> BE/B.Tech in Computer Science/IT /Electronic/BCA/ BSc Computer Science/ PGDCA from any recognised University with minimum 2 years of experience with Java and .Net proficiency.</li> <li>➤ <b>Private Secretary:</b> Graduate with proficiency in English Typing (40 wpm), English Shorthand (80 wpm). Diploma / Certificate in Office Management &amp; Secretariat Procedure OR equivalent from recognized institution.</li> <li>➤ <b>GIS Assistant:</b> Graduate with PG Diploma in Geoinformatics/GIS with minimum 1 years of experience with proficiency in ArcGIS software.</li> <li>➤ <b>Graphic Designer:</b> Graduate with PG Diploma in Graphic Designing with minimum 1 years of experience with proficiency in preparation graphic design.</li> <li>➤ <b>Policy and Program Support Executive:</b> Graduate/MBA from any recognised University with minimum 2 years of experience.</li> <li>➤ <b>IEC (Information, Education and Communication)</b></li> </ul>	

Sr. No.	Position	Qualification & Experience	No. of manpower required
		<p><b>Executive :</b> Bachelor/Master's degree or equivalent in Mass Communication/advertisement/ public relations/Social Work/ Social Development with minimum 2 years of experience.</p> <p>➤ <b>Social Mobilization Executive:</b> Bachelor/Master's degree or equivalent in Social Work/Sociology/ Development/ Planning from any recognised University with minimum 2 years of experience.</p> <p>➤ <b>Finance Assistant:</b> B.Com from any recognised University along with knowledge of computer with minimum 2 years of experience.</p> <p>➤ <b>Office Assistant:</b> Graduate with knowledge of computer, office automation, and software application, database &amp; file management with at least 3 years experience.</p> <p>➤ <b>Computer Operators:</b> Graduate from a Govt. recognized University with proficiency in English Typing (40 wpm) with 2 years experience. One year Diploma / Certificate in computer application or equivalent from Govt. recognised institution.</p> <p>➤ <b>Hindi Typist:</b> Graduate from a Govt. recognized University or equivalent with Hindi and English as main subjects with min.2 years' experience of typing in Hindi language.</p> <p>➤ <b>Multi-Tasking Staff:</b> Higher secondary (12<sup>th</sup>) preferably with at least two years of experience in office.</p> <p>➤ <b>Support Staff:</b> Middle passed (8<sup>th</sup>) preferably with two years of experience in office.</p>	

**Note:**

- 1) The bidder will have to keep ready the pool of professionals as required above for DRMC and additional pool of professionals for other technical and allied support activities of BMTPC to be deployed at the time of need as per the requirements of the BMTPC.
- 2) After award of contract to the lowest bidder (L1), three (3) CVs are required for each of the additional resource as and when required by the BMTPC for selection of suitable professional through interview.
- 3) In case of non-suitability of the proposed candidates, the firm will have to provide additional CVs.
- 4) In case the performance of any of the manpower deployed is not found up to the mark or the manpower leaving during the contract period, firm will have to provide suitable replacement by providing another set of CVs.

## **5. WORKING ARRANGEMENTS**

### **TA management and counterpart staff**

The assignment will be contracted by BMTPC and all day to day management of the assignment and all logistical, financial and methodological arrangements will be managed by MoHUA through BMTPC. All the positions above will be contracted out with a clause of a one-month notice period for termination at either end.

### **MoHUA through BMTPC will be responsible for:**

- Designating a Nodal Officer responsible for management and coordination with the DRMC.
- Providing definite milestones to each personnel.
- Facilitating discussions with key stakeholders.
- Providing the DRMC with necessary authorisation as needed for delivery of this TA.
- Reviewing and Directing DRMC regularly.
- Providing timely feedback and support for the DRMC to achieve its deliverables

### **The firm /agency will be responsible to:**

- Arrange for all transportation and travelling as required and approved by the MoHUA and expenditure will be reimbursed.
- Hand over all data, reports and other collected material to the Mission Directorate on completion of the work.

### **Duty Station**

- All the personnel provided by the DRMC will be based in the Ministry of Housing and Urban Affairs premises. It is however, on the discretion of the MoHUA to place any personnel anywhere in India for specific assignment or period as per the requirement of the PMAY (U) Mission.

**STANDARD FORM OF CONTRACT**

**Contents**

**I. Form of Contract**

**II. General Conditions of Contract**

1. General Provisions
2. Commencement, Completion, Modification and Termination of Contract
3. Obligations of the Firms
4. Firms/manpower providing agencies' Personnel and Sub-Firms/manpower providing agencies
5. Obligations of the Employer
6. Payments to the Firms
7. Fairness and Good Faith
8. Settlement of Disputes
9. Liquidated Damages
10. Miscellaneous Provisions

**III. Special Conditions of Contract**

**IV. Appendices**

- Appendix A – Description of Services
- Appendix B - Reporting Requirements
- Appendix C - Cost Estimates
- Appendix D - Duties of the Employer
- Appendix E - Duties of the Firm

**Draft Contract for Data Resource Cum Monitoring Centre (DRMC) Under  
Pradhan Mantri Awas Yojana (Urban) Mission and other Technical and  
Allied Support Activities of BMTPC**

**BETWEEN**

**BUILDING MATERIALS AND TECHNOLOGY PROMOTION COUNCIL (BMTPC), MINISTRY OF  
HOUSING AND URBAN AFFAIRS**

**AND**

**M/s.....**

**I. Form of Contract**

This CONTRACT (hereinafter called the “Contract”) is made on the ..... day of the month of ....., **2022**, between Executive Director, BMTPC, Ministry of Housing and Urban Affairs, Government of India, Core 5 -A, First Floor, India Habitat Centre, Lodi Road, New Delhi-110003, India, (hereinafter called the “Employer”), of the First Part and, M/s .....(hereinafter called the “Firm”) of the Second Part.

**WHEREAS**

- a) The Firm having represented to the “Employer” that it has the required professional skills, personnel and technical resources, and has offered to provide in response to the Request for Proposal (RFP) dated ....., **2022** issued by the Employer;
- b) The “Employer” has accepted the offer of the Firm to provide the services on the terms and conditions set forth in this Contract.

**NOW, THEREFORE, IT IS HEREBY AGREED** between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices:
  - Appendix A: Description of Services
  - Appendix B: Reporting Requirements
  - Appendix C: Cost Estimates
  - Appendix D: Duties of the “Employer”
  - Appendix E: Duties of the Firm

2. The mutual rights and obligations of the “Employer” and the Firm shall be as set forth in the Contract, in particular:

- a) The Firm shall carry out and complete the Services in accordance with the provisions of the Contract; and
- b) The “Employer” shall make payments to the Firm in accordance with the provisions of the Contract.

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

**Signed by -----**

**In presence of  
(Witnesses)**

**1. For and on behalf of BMTPC  
[name "Employer"]**

[Authorized Representative]

**2. For and on behalf of .....[.....]**

Authorized Representative]

## **II. General Conditions of Contract**

### **1. GENERAL PROVISIONS**

#### **1.1 Definitions :**

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

- a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- b) “Firm” means any private or public entity that will provide the Services to the “Employer” under the Contract.
- c) “Contract” means the Contract signed by the both Parties and all the attached documents listed in its Clause 1 that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- d) “Day” means calendar day.
- e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- f) “GC” means these General Conditions of Contract.
- g) “Government” means the Government of India
- h) “Local Currency” means Indian Rupees.
- i) “Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities. However, M/S ..... is representing directly in this contract.
- j) “Party” means the “Employer” or the Firm as the case may be, and “Parties” means both of them.
- k) “Personnel” means professionals and support staff provided by the Firm and assigned to perform the Services or any part thereof; “Key Personnel” means the Personnel referred to in Clause GC 4.2.
- l) “Reimbursable expenses” means all assignment-related costs [such as travel, translation, report printing etc., subject to pre-approval from competent authority and specified maximum limits in the Contract].
- m) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- n) “Services” means the work to be performed by the Firm pursuant to this Contract, as described in Appendix A hereto.
- o) “Third Party” means any person or entity other than the “Employer”, or the Firm.
- p) “In writing” means communicated in written form with proof of receipt.

#### **1.2 Relationship between the Parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “Employer” and the Firm.

The Firm subject to this Contract has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

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

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

#### 1.5 **Notices**

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

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

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

1.7 **Transfer and Sub-letting:** The selected firms has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

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

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

#### 1.10 **Fraud and Corruption**

1.10.1 **Definitions:** It is the Employer’s policy to require that Employers as well as Firm or manpower providing Firm observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this



provision, the terms set forth below as follows:

- i. “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- ii. “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- iii. “collusive practices” means a scheme or arrangement between two or more Firm/manpower providing Firm, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;
- iv. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

#### **1.10.2 Measures to be taken by the Employer**

- a) The Employer may terminate the contract if it determines at any time that representatives of the Firm were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Firm having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- b) The Employer may also sanction against the Firm including declaring the Firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

#### **1.10.3 Commissions and Fees**

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

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

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

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

**2.3 Commencement of Services:** The Firm shall begin carrying out the Services not later than 15 numbers of days after the Effective Date specified in the SC.

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

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

**2.6 Modifications or Variations:**

(a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to the above Clause thereof, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

b) In cases of substantial modifications or variations, the prior written consent of the Employer is required, which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government Firm.

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

d) Subject to the above applicable clause, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

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

**2.7.2 Measures to be taken:**

a) A Party affected by an event of Force Majeure shall continue to perform its

obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Firm upon instructions by the “Employer”, shall either:
  - (i) Demobilize; or
  - (ii) Continue with the Services to the extent possible, in which case the Firm shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.
- e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

**2.8 Suspension:** The “Employer” may, by written notice of suspension to the Firm suspend all payments to the Firm hereunder if the Firm fails to perform any of its obligations under this Contract, including carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Firm to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Firm of such notice of suspension.

## **2.9 Termination**

**2.9.1 By the “Employer”:** The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (j) of this Clause GC 2.9.1

- a) If the Firm fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.
  - b) If the Firm becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
  - c) If the Firm fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
  - d) If the Firm in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
  - e) If the Firm submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
  - f) If the Firm places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
  - g) If the Firm fails to provide the quality services as envisaged under this Contract.
- The Consultancy Evaluation Committee (CEC) formulated to monitor the progress

of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CEC may decide to give one chance to the Firm to improve the quality of the services.

- h) If, as the result of Force Majeure, the Firm is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- i) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

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

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

- a) If the “Employer” fails to pay any money due to the Firm pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Firm that such payment is overdue.
- b) If, as the result of Force Majeure, the Firm is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c) If the “Employer” fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- d) If the “Employer” is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Firm may have subsequently approved in writing) following the receipt by the “Employer” of the Firm notice specifying such breach.

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

**2.9.4 Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Firm shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Firm and equipment and materials furnished by the “Employer”, the Firm shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

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

to the Firm:

- a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h), (i) or 2.9.2, remuneration pursuant to Clause GC 6.3(ii) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3 (ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
- b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the Firm shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the employer may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The Firm will be required to pay any such liquidated damages to employer within 30 days of termination date.

**2.9.6 Disputes about Events of Termination:** If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

**2.9.7** Selected Firm should provide the manpower /consultants from Company pay roll only. The manpower / consultants from the Firm’ associates will not be accepted. The payroll does not necessarily mean permanent or regular employees of any company but includes employees (regular as well as contractual) who are on pay-roll of the selected firm with strict adherence to the labour laws as applicable. The payment will be released directly to the selected Firm only.

### **3. Obligations of the Firm**

#### **3.1 General**

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

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

#### **3.2.1 Firm not to benefit from Commissions, Discounts, etc.:**

- a) The payment of the Firm pursuant to Clause GC 6 hereof shall constitute the Firm

only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Firm shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Firm shall use its best efforts to ensure that any Sub-Firm/manpower providing Firm, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

- b) Furthermore, if the Firm as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the Firm shall comply with the Employer’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Employer”. Any discounts or commissions obtained by the Firm in the exercise of such procurement responsibility shall be for the account of the “Employer”.

**3.2.2 Firm and Affiliates Not to Engage in Certain Activities:** The Firm agrees that, during the term of this Contract and after its termination, the Firm shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Firm Services for the preparation or implementation of the project.

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

**3.3 Confidentiality:** Except with the prior written consent of the “Employer”, the Firm and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Firm and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services, except for subsequent disclosure of information which has later become public.

**3.4 Insurance to be Taken out by the Firm:** The Firm (i) shall take out and maintain, and shall cause any Sub-Firm to take out and maintain insurance, at their (or the Sub-Firm/manpower providing Firm’, as the case may be) own cost but **on terms and conditions approved by the “Employer”**, insurance against the risks, and for the coverage specified in the SC, and (ii) at the “Employer’s” request, shall provide evidence to the “Employer” showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

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

**3.6 Firm Actions Requiring “Employer’s Prior Approval:** The Firm shall obtain the “Employer’s” prior approval in writing before taking while any change or addition to the Personnel.

**3.7 Reporting Obligations:** The Firm shall submit to the “Employer” the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM/Soft Copies in addition to the hard copies specified in said Appendix.

**3.8 Documents Prepared by the Firm to be the Property of the “Employer”:** All documents and software prepared by the Firm for the “Employer” under this Contract shall become and remain the property of the “Employer”, and the Firm shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Employer”, together with a detailed inventory thereof. The Firm may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Firm and third parties for purposes of development of any such computer programs, the Firm shall obtain the “Employer’s” prior written approval to such agreements, and the “Employer” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

**3.9 Materials Furnished by the “Employer”:** and materials made available to the Firm by the “Employer”, or purchased by the Firm wholly or partly with funds provided by the “Employer”, shall be the property of the “Employer” and shall be marked accordingly. Upon termination or expiration of this Contract, the Firm shall make available to the “Employer” an inventory of such materials and shall dispose of such materials in accordance with the “Employer’s” instructions. While in possession of such materials, the Firm unless otherwise instructed by the “Employer” in writing, shall insure them at the expense of the “Employer” in an amount equal to their full replacement value.

**3.10 Equipment and Materials provided by the Firm/manpower providing Firm:** Equipment or materials brought by the Firm and the Personnel and used either for the Project or personal use shall remain the property of the Firm or the Personnel concerned, as applicable.

**3.11 Reporting Channel:**

At present, the Housing for All (HFA) Mission Directorate functions under Joint Secretary and Mission Director, (HFA), who is assisted by Directors /Deputy Secretaries responsible for implementation of Housing For All Mission. All hired manpower would report to the Joint Secretary (HFA) through the concerned Directors/Deputy Secretaries of HFA Division only. The DRMC manpower would operate under the overall supervision and guidance of the Joint Secretary and Mission Director of HFA Directorate. The scope of the contract will be across the country.

**4. Firm/Manpower Providing Firm’ Personnel and Manpower Providing Firm**

**4.1 General:** The Firm shall employ and provide such qualified and experienced

personnel and manpower providing Firm or manpower providing Firm as are required to carry out the Services.

**4.2 Description of Personnel:** The title, agreed Job description and minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Firm Key Personnel will be as per the contract.

**4.2.1** If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel may be increased by agreement in writing between the “Employer” and the Firm. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

**4.2.2** The Firm shall furnish a copy of Police Verification, Educational and Experience Certificate along with Relieving Certificate from the previous Firm for each personnel, if employed with any other Firm/entity immediately prior to this project assignment with in a period of two months from Effective date.

**4.3 Approval of Personnel:** The Key Personnel which the Firm proposes to use in the carrying out of the Services, the Firm shall submit to the “Employer” for review and approval a copy of their Curricula Vitae (CVs).

**4.4 Removal and/or Replacement of Personnel:**

- (a) Except as the “Employer” may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Firm such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Firm shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the “Employer” (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Firm shall, at the “Employer’s” written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the “Employer”.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Firm/manpower providing Firm may wish to claim as a result of such replacement, shall be subject to the prior written approval by the “Employer”. The man month’s rate of remuneration applicable to a replacement person will be the rate of man month’s rate paid to the original person. Also (i) the Firm shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the man month’s rate to be paid for any of the Personnel provided as a replacement shall not exceed the man month’s rate which would have been payable to the Personnel replaced.
- (d) The employer may at its sole discretion increase or decrease the number of



professionals at any point of time with a notice period of thirty days. During the period of appointment/placement the man power provided by the appointed Firm/Firm will remain in the administrative control of the Ministry and they will work as per the directions of the Ministry.

#### **4.5 Penalty for removal or replacement of personnel:**

- a) Replacement of resources shall generally not be allowed before completion of the minimum period of one year. The replacement of agreed personnel by the bidder will be allowed after the mandatory one year only in case the personnel leave the organization by submitting resignation with the present employer. If the Firm fails to provide the replacement of experts as per specified qualification and experience within thirty (30) days of prior notice, otherwise one month's man month's rates will be deducted to maintain the continuity of the project.
- b) In case of failure to meet the standards set for delivering the project, (which includes efficiency, cooperation, discipline and performance) firm may be asked to replace the personnel without any penalty for replacement/exit.
- c) The replaced personnel will be accepted by the BMTPC only if he scores the same or more on the evaluation criterion mentioned in this RFP and is found suitable to the satisfaction of the BMTPC. The outgoing personnel should complete the knowledge transfer with the replaced personnel as per the satisfaction of the Ministry of Housing & Urban Affairs. The bidding Firm shall be allowed one month to replace the personnel.
- d) Except the provision of clause 4.4 (a) the penalty per personnel would be imposed if a personnel who has not resigned and is removed from the project by the bidder.
  - (i) If removed within 6 Months: Rs. 50,000/- (Rupees Fifty Thousand only)
  - (ii) From 6 months to 1 Year: Rs. 25,000/- (Rupees Twenty Five Thousand only)
- e) After expiry of 15 calendar days of exit, a penalty of Rs. 500/- per working day per personnel will also be imposed till suitable replacement is not being provided by the bidder. (In case of point d & e above, the replacement procedure will be as per the terms mentioned at point c above).

## **5. OBLIGATIONS OF THE “EMPLOYER”**

**5.1 Assistance and Exemptions:** Unless otherwise specified in the SC, the “Employer” shall use its best efforts to ensure that BMTPC shall:

- a) Provide the Firm and Personnel with work permits and such other documents as shall be necessary to enable the Firm or Personnel to perform the Services.
- b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

- c) Provide to the Firm and Personnel any such other assistance as may be specified in the SC.

**5.2 Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Firm for providing the services i.e. GST or any such applicable tax from time to time, which increases or decreases the cost incurred by the Firm in performing the Services, then the man month's rates and reimbursable expenses otherwise payable to the Firm under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

**5.3 Services, Facilities and Property of the "Employer":**

- a) The "Employer" shall make available to the Firm and its Personnel, for the purposes of the Services and **free of any charge**, the services, facilities and property described in Appendix D at the times and in the manner specified in said **Appendix D**.
- b) In case that such services, facilities and property shall not be made available to the Firm as and when specified in Appendix D, the Parties shall agree on any time extension that it may be appropriate to grant to the Firm for the performance of the Services.

**5.4 Payment:** In consideration of the Services performed by the Firm under this Contract, the "Employer" shall make to the Firm such payments and in such manner as is provided by Clause GC 6 of this Contract.

**5.5 Counterpart Personnel:**

- a) If necessary, the "Employer" shall make available to the Firm free of charge such professional and support counterpart personnel, to be nominated by the "Employer" with the Firm advice, if specified in Appendix D.
- b) Professional and support counterpart personnel, excluding Employer's liaison personnel, shall work under the exclusive direction of the Firm. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Firm that is consistent with the position occupied by such member, the Firm may request the replacement of such member, and the "Employer" shall not unreasonably refuse to act upon such request.

**6. PAYMENTS TO THE Firm**

**6.1 Total Cost of the Services**

- a) The total cost of the Services payable is set forth in Appendix C as per the Firm proposal to the Employer and as Negotiated thereafter.
- b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in

Appendix-C.

- c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Firm in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.
- d) The final negotiated agency charges shall remain firm and fixed during the period of the Contract.

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

**6.3 Compliance of various Laws / Acts applicable to contract staff :**

The Firm shall specifically ensure compliance of various Laws / Acts applicable to contract staff, including but not limited to the following and their re-enactments / amendments / modifications. Relevant certificates to be submitted at the time of payment.

- i. The Payment of Wages Act, 1936
- ii. The Employees Provident Fund Act, 1952
- iii. The Contract Labour Regulation Act, 1970
- iv. The Payment of Bonus Act, 1965
- v. The Payment of Gratuity Act, 1972
- vi. The Employees State Insurance Act, 1948
- vii. The Employment of Children Act, 1938
- viii. Minimum wages Act, 1948.

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

- i. Bills for providing manpower shall be submitted by the Firm on every 5<sup>th</sup> day of subsequent month.
- j. The payment for the manpower provided by the Firm shall be reimbursed latest by every 15<sup>th</sup> day of the succeeding month. Payments shall be subject to deductions of any amount for which the Firm is liable under the agreement against this contract.
- k. Payments shall be inclusive of all taxes and Cess as applicable under the Indian Law.
- l. The Firm shall specify bifurcation of payments separately for the Firm services and to the consultants.
- m. Attendance will be regulated as per applicable laws of Government of India.
- n. The payment will be made to the man power providing Firm after deducting the applicable taxes at source. BMTPC will issue the TDS certificate at the end of the financial year. In case, any excess payment is done to the Firm, it shall be adjusted against future payments, if required.
- o. The payment Firm should ensure statutory deductions such as ESI/EPF etc from

the salary of hired manpower as per the existing applicable Law.

- p. The Firm should ensure that the monthly payment to hired manpower/consultants will be paid latest by 7<sup>th</sup> of every month as per existing labour law of Government of India/State Government of Delhi. Necessary action will be taken as per existing rules and regulations otherwise.

**6.5 Effective Date of Contract:** -The contract is likely to commence from the date of award of contract and would continue for a period of three years. The scope of the contract would be across the country. The period of the contract may further be extended for a period of one year on annual basis after the completion of contract as per the requirement of this office or may be curtailed/terminated before the contract period owing to deficiency in providing the manpower. This office, however, reserves the right to terminate the initial contract at any time after giving thirty days notice to the awardee firm.

**6.6 Performance Bank Guarantee:** - The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business for a sum equal to 10% of the contract value within 60 days of receipt of the confirmed order as per format. Performance Bank Guarantee should be valid up to 60 days beyond the contract period. No interest will be payable on Performance Bank Guarantee.

**6.7 Tolerance Clause** - To take care of any change in the requirement of the mission during the contract period, employer reserves the right to increase or decrease number of positions upto that limit (100%) without any change in the terms & conditions and prices quoted by the Firm. While awarding the contract, the number of personnel ordered can be increased or decreased by the Employer within this tolerance limit. As regards other technical and allied support activities of BMTPC, selected firm need to provide required additional manpower on *as and when required basis*. The detail of such additional manpower is provided at FIN 3 in table 'Additional Manpower.

As regards other technical and allied support activities of BMTPC, selected firm need to provide required additional manpower on *as and when basis*. The detail of such additional manpower is provided at FIN 3 in table 'Additional Manpower.

**6.8 Option Clause-** The contract will have an Option Clause, wherein the Employer can exercise an option to hire an additional 50% of the original contracted no. of experts in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Employer to exercise this option or not.

**6.9 Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein the Employer can order upto 50% of the contracted no of experts under the present

contract within six months from the date of successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Employer to hire the no of experts or not Firm are expected to quote for full quantity or part thereof but not less than 50% of tendered quantity.

**6.10 Option and Repeat Order Clause:** While exercising any one or both of these clauses (6.7 & 6.8), the overall ceiling of 50% of the originally contracted no of experts will not be exceeded. Repeat order and /or option clause may be exercised more than once, provided altogether these orders do not exceeds 50% of the original order quantity.

**6.11 Key Performance Indicators (KPI):** Key Performance Indicators (KPIs) in project management consist of various specific measurement tools for indicating how well contracted members are achieving specific goals. Key performance indicators consist of the important performance goals across all aspects of team involvement in a project. The objective to set up a DRMC is to provide focused support for the implementation of the Pradhan Mantri Awas Yojana (Urban) Mission - 'Housing For All by 2022 scheme' in time bound manner. Hence, DRMC has to efficiently and effectively manage, coordinate and support programmatically to the Ministry of Housing and Urban Affairs (MoHUA) in implementation of PMAY (U) mission.

## **7. FAIRNESS AND GOOD FAITH**

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

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

## **8. SETTLEMENT OF DISPUTES**

**8.1 Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become

applicable.

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

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

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

## **9. Liquidated Damages**

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

**9.2** The amount of liquidated damages under this Contract shall not exceed 10 % of the total value of the contract as specified in Appendix C.

**9.3** The liquidated damages shall be applicable under following circumstances:

- a) If the deliverables are not submitted as per schedule as specified in SC 10, the Firm shall be liable to pay 0.5% of the total cost of the 'services/uncompleted work' for delay of each week or part thereof.
- b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (e), and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Firm shall be liable for Liquidated Damages for an amount equal to 0.5% of total cost of the 'services/uncompleted work' for every week or part thereof for the delay.

## **10. Miscellaneous provisions:**

- (i) “Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Firm shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) The Firm shall at all times indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (v) The Firm shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor’s/Firm) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Firm.
- (vi) The Firm shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- (vii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Firm) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.
- (x) Other provisions, not mentioned in the contract will be applicable as per the provisions of RFP.

(x) **Biometric Based Attendance Monitoring System (BBAMS)**

- a With a view to improve efficiency in monitoring the attendance, leave records and over all working environment, Biometric Based Attendance Monitoring System (BBAMS) has been introduced in Ministry of Housing and Urban Affairs and BMTPC. Adequate number of machines has been installed to avoid long queue and inconvenience during office opening time for marking the attendance by Officers and members of Staff. All the members of DRMC of MHUA/BMTPC would be able to mark their attendance in any of the machines installed at Nirman Bhawan/India Habitat Centre. In case, if any of the machine is not functioning, the employees may mark their attendance in any other machine installed in Nirman Bhawan/India Habitat Centre. The rules that will be followed for operation of the system are as follows:
  - i. All DRMC members will be required to mark their arrival and departure time in the Biometric Based Attendance Monitoring System machine without any exception.

- ii. The office timings are from 09:00 AM to 05:30 PM with 30 minutes of lunch break from 01:00 PM to 01:30 PM and these are to be scrupulously observed. Each official has to put in 40 Hrs. of work time for the 5 day week.
- iii. In the morning, the time recorded between 9:00 and 9:10 would not be counted towards the shortfall as this is given for marking attendance in Biometric system. Thereafter, late coming of upto 10 minutes may be relaxed keeping in view the transport problem or any other unforeseen eventuality subject to the condition that the duration of late coming is compensated by sitting late in the evening, preferably the same day or any 2 other day of the same week so that 40 Hrs. of work time for the 5 day week is maintained.
- iv. Similarly, early departure up to 15 minutes can be relaxed subject to the condition that the duration of early departure is compensated by sitting extra time on any day of the same week so that 40 Hrs. of work time for the 5 day week is maintained.
- v. Where an officer is required to go for an official meeting in another office directly from home or proceed in the late afternoon from where (s)he is not likely to return to office, an intimation to this effect will be furnished in advance to the office.
- vi. In exceptional cases like consultation with doctors in hospitals/attending social obligation, etc., late coming in the morning/early departure in the afternoon up to two hours (maximum,) will be allowed subject to the condition that prior intimation/approval of the immediate superior officer has been obtained and the duration of late coming/early departure is compensated by devoting such extra hours of work so as to ensure that the 40 hour work schedule for the entire week is maintained.
- vii. While taking flexibility, if 40 Hrs. of work time for the 5 day week is not maintained, appropriate action may be initiated against the erring hired manpower as deemed fit.
- viii. Arrival in the office after 09.00 AM or departure from office before 05:30 PM will be reckoned as half day Casual Leave subject to other rules mentioned here in. This will be applicable till Casual Leaves are available in the account of official. If casual leave of official is exhausted, disciplinary action shall be initiated against erring officials as deemed fit.
- ix. Any official availing half-day Casual Leave in the forenoon will make arrival entry in the BBAMS up to 02:00 PM and the official availing half-day Casual Leave in the afternoon will make departure entry in the BBAMS at 01:30 PM or after.
- x. Casual Leave for contractual employees will be granted one per month on accumulative basis.

### **III. Special Conditions of Contract:**

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



<b>SC Clause</b>	<b>Ref. of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
1	1.5	<p>The addresses are:</p> <p>1 “Employer” : BMTPC, Ministry of Housing and Urban Affairs Attention : Facsimile :</p> <p>2 Firm : Attention : Facsimile :</p>
2	1.7	<p>The Authorized Representatives are: For the “Employer”: BMTPC, Ministry of Housing and Urban Affairs For the Firm:</p>
3	2.1	<p>The effectiveness conditions are the following: (i) Approval of the contract by the Employer (ii) Appropriate security for advance payment acceptable to the “Employer” (iii) Any unforeseen reason forcing closure of the programme before effectiveness of the contract.</p>
4	2.2	The time period shall be one month
5	2.3	The time period shall be 15 days
6	2.4	Time period of 2 years which may be extended upto 1 year (on annual basis) on same terms and conditions, based on performance of the Firm in respect of manpower provided and after the approval of competent authority?
7	3.4	<p>Limitation of the manpower providing Firm’ Liability towards the “Employer”</p> <p>(i) The ceiling on Firm liabilities shall be limited to (a) total cost, or (b) the proceeds the Firm may be entitled to receive from any insurance maintained by the manpower providing firm to such liabilities whichever of (a) or (b) is higher.</p>
8	3.4	<p>The risks and the insurance coverage shall be as follows:</p> <p>a.) Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable as per 3.4 of SC of the consultancy;</p> <p>b.) Employer’s liability and Workers’ compensation insurance in respect of the Personnel of the manpower providing agency in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may</p>

<b>SC Clause</b>	<b>Ref. of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
		be appropriate; and c.) Any other law/rule as applicable in India.
9	6.1(b)	The ceiling in local currency is: INR ...../- (Rupees ..... Only)
10	6.3	(i) Remuneration of Personnel as indicated in FIN3 will be reimbursed on monthly basis as per this contract according to the agreed work plan;
	9.3	Firm have to submit Inception Report within one month of Mobilisation. The further deliverables/milestones shall be finalised at inception stage.
11	8.3	The Arbitration proceedings shall take place in New Delhi in India.

Binding signature of Employer Signed by \_\_\_\_\_  
(for and on behalf of the BMTPC)

Binding signature of Firm Signed by \_\_\_\_\_

M/s ....., .....  
[Authorized Representative]

In the presence of (Witnesses)

- 1.
- 2.

**APPENDIX “A”: DESCRIPTION OF SERVICES****1.0 Brief Description of Task**

This Terms of Reference is for providing the man power to assist the Housing and Urban Affairs, Government of India, for operating the 'Data Resource Cum Monitoring Centre' (DRMC) for Pradhan Mantri Awas Yojana (Urban) - Housing for All Mission and other Technical and Allied Support Activities of BMTPC.

**2.0 Background**

Building Materials & Technology Promotion Council (BMTPC) is an autonomous body under the aegis of the Ministry of Housing & Urban Affairs, Government of India established in 1990. Since its inception, BMTPC has been working towards smooth transfer of new, cost effective, innovative, energy-efficient, environment-friendly and disaster resistant building materials and construction technologies from lab to field.

**Objectives of BMTPC**

- i. *Building Materials & Construction Technologies* : To promote development, standardization, mechanization and large scale field application of innovative and emerging building materials and technologies in the construction sector.
- ii. *Capacity Building and Skill Development*: To work as a Training Resource Centre for capacity building and promotion of good construction practices to professionals, construction agencies, artisans and marketing of building technologies from lab to land.
- iii. *Disaster Mitigation & Management*: To promote methodologies and technologies for natural disaster mitigation, vulnerability & risk reduction and retrofitting/ reconstruction of buildings and disaster resistant planning for human settlements.
- iv. *Project Management & Consultancy*: To undertake project management and consultancy services including appraisal, monitoring and third party inspection of housing projects under the various Central/State Schemes.

The Ministry of Housing and Urban Affairs (MoHUA) through BMTPC intends to set up a Data Resource Cum Monitoring Centre (DRMC) for monitoring work, data analysis, data compilation, data dissemination, generation of periodic reports in electronic form, undertake field visits/physical verification in a friendly manner and also established a separate Monitoring Cell under the Mission Directorate in Nirman Bhawan for ease of data collection, analysis and generation of various housing and infrastructure reports, progress of construction etc. on day to day basis.

The establishment of Data Resource cum Monitoring Centre through BMTPC to be made functional under PMAY (U) is such step in these directions.

The DRMC would operate under the overall supervision and guidance of the Joint Secretary and Mission Director (HFA) through the concerned Directors/Deputy Secretaries. The DRMC was envisaged to operate between 2018-2021. It is expected that DRMC will operate for further two more years. The DRMC would be positioned in Ministry of Housing and Urban Affairs Office, Nirman Bhawan, New Delhi.

The Pradhan Mantri Awas Yojana (Urban)- Housing for All mission seeks to address the housing requirement of urban poor including slum dwellers. During the implementation of PMAY (U)- HFA, the Ministry has understood the complexity of institutional challenges at the levels of Centre, State/UTs and Urban local bodies.

At present, the Housing for All (HFA) Mission Directorate functions under Joint Secretary and Mission Director, (HFA), who is assisted by Directors/Deputy Secretaries responsible for implementation of Housing For All Mission. Similarly for other schemes of the Ministry are being implemented by the respective divisions headed by Joint Secretaries and assisted by Director/Deputy Secretaries. In this context, to strengthen the Housing for All-Mission Directorate and to provide focused support in data management of the scheme of MoHUA, the Ministry has proposed to set up a DRMC in the HFA Mission Directorate. The objective is to efficiently and effectively manage, coordinate, and monitor the implementation of PMAY (U) by providing data management support to the Ministry of Housing and Urban Affairs (Mo HUA) under the overall supervision and guidance of the Mission Director of Housing for All Mission and would report to the Joint Secretary (HFA)the concerned Directors/Deputy Secretaries. The DRMC would operate under the overall supervision and guidance of the Joint Secretary and Mission Director of HFA division. The Agency is, proposed to be hired for 2 years which may be extended upto 1 year on same terms and conditions, based on performance of the agency in respect of manpower provided and after the approval of competent authority. The scope of the contract will be across the country.

## **2.1 Pradhan Mantri Awas Yojana (Urban) - brief overview**

Pradhan Mantri Awas Yojana- Housing for All (Urban) Mission for urban areas will be implemented during 2015-22. It is expected to extend for 2 more years i.e. upto 2024. This mission is providing central assistance to implementing agencies through state and UTs for providing houses to all eligible beneficiaries.

The Mission seeks to address the housing requirement of urban poor including slum dwellers through following programme verticals:

- *Slum rehabilitation of Slum Dwellers with participation of private developers using land as a resource.*
- *Promotion of Affordable Housing for weaker section through credit linked subsidy.*
- *Affordable Housing in Partnership with Public & Private sectors.*
- *Subsidy for beneficiary-led individual house construction /enhancement.*

All statutory towns as per census 2011 and towns notified subsequently would be eligible for coverage under the mission. Mission with its components has become effective from the date 17.06.2015 and will be implemented upto 31.03.2022 and likely to be extend upto 31<sup>st</sup> March, 2024.

## **2.2 Existing Data Monitoring System**

Presently information is being submitted by the State Governments in the form of MPRs, QPRs and in CSMC which is being analysed after aggregating on various electronic spreadsheets on distributed system. Reports are being generated on aggregated data through employing various monitoring mechanism. Data aggregation and collection is being pursued with SLNAs/ULBs on regular basis which become sometime difficult to track all the States for data punctuality and discipline.

## **2.3 Introduction of DRMC**

The PMAY (U) guidelines at para 17 reproduced the institutional mechanism of the Monitoring and Evaluation under PMAY (U) as:- “Monitoring & Evaluation: Mission will be monitored at all three levels: City, State and Central Government. CSMC will monitor formulation of HFAPoA, Annual Implementation Plans (AIPs) and project implementation. Suitable monitoring mechanisms will be developed by the Mission. States and cities will also be required to develop monitoring mechanism for monitoring the progress of mission and its different components.”

It is intended that DRMC will support a wide range of activities by making information available at one place for proper planning, regular monitoring and evaluating progress achieved in timely manner. Thus, DRMC will play an important role in improving access to information in a structured manner through collecting and organising materials/data available from all the State/UT Governments wherein projects under PMAY (U) sanctioned in decentralised form and arrange in a most structured way so as to use it by all stake holders viz. MoHUA, NITI Aayog, periodic reports to Cabinet Secretariat, E-Samiksha etc. Therefore, it is a need to establish DRMC with

the support from BMTPC, an autonomous body of this Ministry for engaging manpower for the same and carry out required activities.

#### **2.4 Objective:**

It is proposed that with the advent and efficient use of Information technology, IT supported data management and analysis tools, Ministry will be able to critically monitor the status of implementation of the PMAY (U) Mission and facilitate informed decision making by the Ministry officials. In view of the above background, the Ministry is planning to adopt more focussed technology based solutions for monitoring the impacts of PMAY (U) mission and corrective measures can be taken in time to ensure that objectives are achieved. The specific objectives of the Data Resource cum Monitoring Centre are as follows: -

- a) Track implementation of various program components of PMAY (U) at Central, State/UT and ULB levels including tracking of physical progress and financial funds flow across all levels and evaluation of other Mission related activities.
- b) Facilitate the Ministry in timely access to data and information to manage the project implementation status and to improve the outcomes through monitoring activities.
- c) Provide the Central Sanctioning and Monitoring Committee (CSMC) with the specific information about the implementation of the interventions under PMAY (U) financed by the Central Assistance.
- d) Ensure timely and accurate data capturing in a structured format, analysis and synthesis of information in the form of information products from the data captured in various forms such as Monthly Progress Reports (MPRs), Review Meetings, Presentations made by States/UTs at various platforms, E-mail communications and PMAY-MIS.
- e) Validate data received from State Level Nodal Agencies (SLNAs)/Urban Local Bodies (ULBs) and help evaluate and performance ranking in multiple ways.
- f) Monitoring of Dashboard<sup>2</sup> including GIS mapping which is proposed to be developed by the Ministry through a third party agency. The

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<sup>2</sup> Dashboard will be accessed by States/UTs, Mission Directorate, BMTPC, PMO, NITI Aayog and provide one-point reference for referring sanctioned documents for all stakeholders. It helps in analyzing the physical and financial performance of the States/UTs against overall targets as well as targets for a given year in addition to performance with respect of tendering and pace of construction. It will also allow States/UTs to add visuals of projects during different stages of construction for evaluation of physical progress in addition of physical and financial progress.

Dashboard aims at reflecting the various stages of the overall performance achieved by the States/UTs under the Mission.

### **3.0 DRMC-HOUSING FOR ALL (HFA) MISSION SUPPORT**

#### **3.1 Scope of Services**

It is expected that the envisaged system solution through DRMC would provide user friendly, interactive, data capture interface and provide a comprehensive statistical management information system with inbuilt decision support system. The Scope of Work to be carried out under this shall cover, but not limited to the following aspects: -

- i. Undertake a comprehensive review of the existing Database Management Information System.
- ii. Compiling the data-base with regard to the sanctioned projects under different verticals of PMAY (U).
- iii. Compilation of information of the financial as well as physical progress based on the Central Assistance approved by CSMC and State Share (including beneficiary contribution) etc.
- iv. Monitoring of physical progress at e-platform of all projects at city/ULB level under PMAY (U) including subsumed Rajiv Awas Yojana (RAY). This would include from sanction to fully completion of housing and periodic progress achieved at different intervals.
- v. Monitoring of financial progress including approved central assistance, release and utilisation of funds including submission of UCs. This would also include share of different entities at the State level.
- vi. To undertake field visit(s) by official(s) of DRMC/BMTPC at different site(s) on direction by CSMC/Ministry.
- vii. Develop, maintain, operate and manage Monitoring Dashboard along with data mining and analysis w.r.t the project's physical/financial progress, comparative analysis through weekly, fortnightly, monthly reports etc.
- viii. Coordination with the States/ULBs Government including SLTCs/CLTCs for updating of progress of housing as well as infrastructure on regular basis.
- ix. Carrying out various other official works assigned by the officials of MHUA including administrative and secretarial work and any other incidental to the mission.

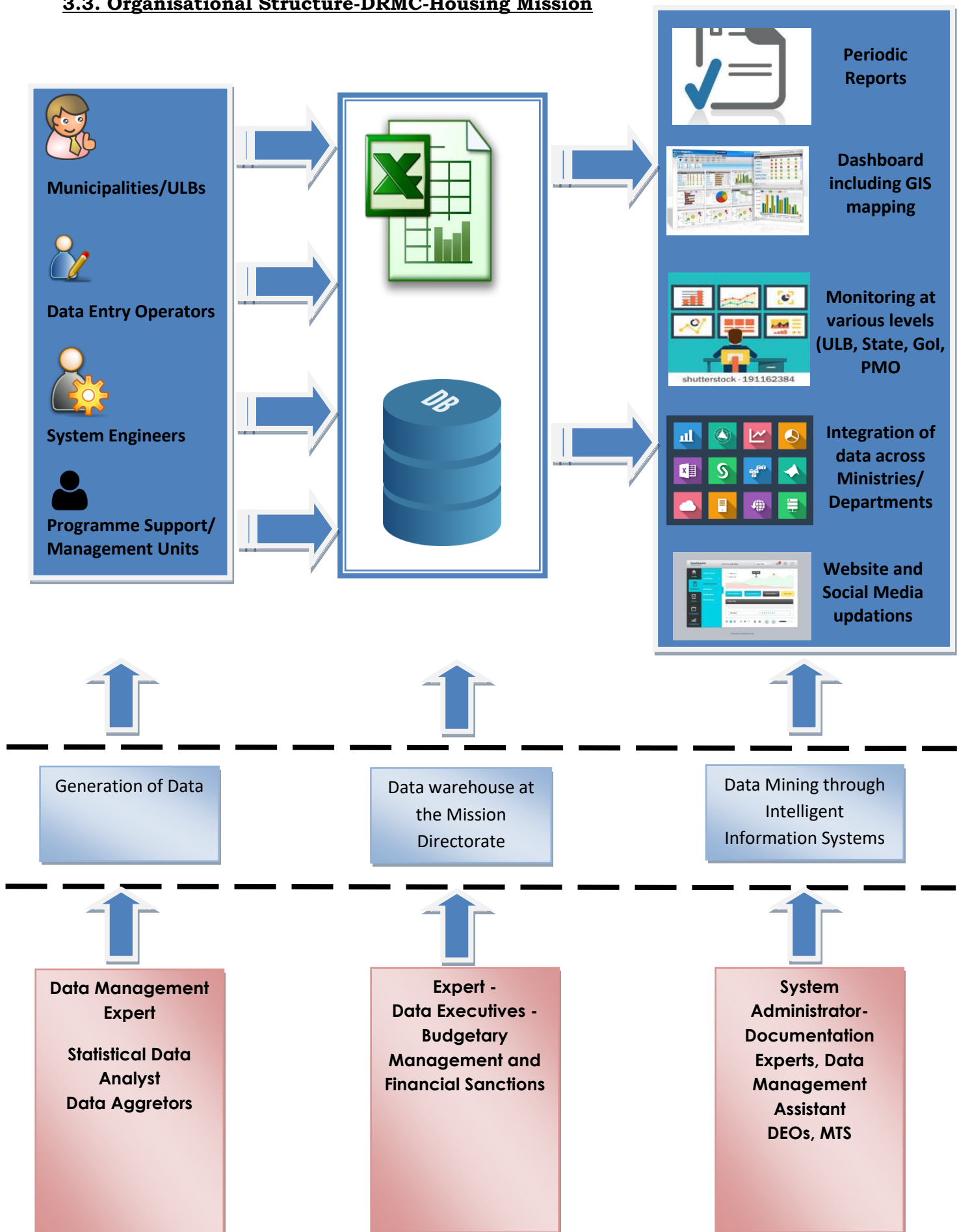
- x. Any other work as assigned by CSMC/controlling Ministry.

### **3.2 Expected Outputs /Key Activities**

- i. Stock taking of existing MIS:  
Consultation with the Ministry officials to specifically determine and collect all details of the hardware, software, application, process workflows, service levels, technical details, interface points etc. to understand the existing and mandatory policies, procedures and standards that will affect the design and development.
- ii. Weekly reviews of progress reports/updates received from SLNA/ State Govt./UT under PMAY (U) and generate weekly updated reports.
- iii. Generating Monthly Analytical Reports and Comparative statements on progress made by States/UTs under PMAY (U) and RAY towards project implementation in print as well as electronic form covering the detailed information.
- iv. Maintenance of Dashboard to capture online information with regard to physical and financial progress of projects and progress of reforms and capacity building programmes from State Govt/ UT Admin.
- v. Periodic reports (at least quarterly) on visits undertaken to State level/UT nodal agencies and ULB/Executive agencies and action taken on the findings in such visits.
- vi. The monitoring agency will participate in meetings, discussions and presentation on progress of work and above mentioned deliverable to the Ministry as may be required.



### 3.3. Organisational Structure-DRMC-Housing Mission



### 3.4 Job Description of Professionals required for the PMAY (Urban) DRMC and other technical and allied support activities of BMTPC:

Sr. No.	Position	Qualification & Experience	No. of manpower required
1	<b>System Administrator/Software engineer</b>	<ul style="list-style-type: none"> <li>➤ Engineering Graduate (BE/B.Tech) in Computer Science or Information-Technology or Post Graduation in Computer Application or Post Graduation in Computer Science (MSc in computer Science with minimum 8 years of experience.</li> <li>➤ Able to design and develop modules independently to ensure the scalability of the system. Well versed in the system/RDBMS Data Base architecture (SQL/Oracle). Skilled and full proficiency in HTML., CSS., JavaScript, Responsive Web Design, CSS Frameworks., JavaScript Frameworks, Version Control and Web Performance.</li> <li>➤ Should be well versed in designing of Data Base Structure (DBS) for Master Entities and transactional entities for Monitoring Dashboard Application with analytical skills. Experience of data monitoring of Flagship / Mission Mode programs with reference to sanctions by governmental agencies.</li> <li>➤ Understanding of System Administration is a necessity in terms of database architectures, Management Information System, programming and scripting, design, implementation, repair and maintenance.</li> <li>➤ He/she should have good command over Hindi/English language. He/she should be well conversant with basic computer knowledge in MS-Office/Open Office, Statistical tools for auto generation of reports etc.</li> </ul>	01
2	<b>Statistical Data Analyst</b>	<ul style="list-style-type: none"> <li>➤ Bachelor's degree in Computer Science/Information Technology/ Computer Application/Statistics/ Mathematics with at least 8 years of experience.</li> <li>➤ Experience in structured data analysis and data modelling in support of application development for reporting databases. Able to work with Operational and Analytical Data models for Mapping a variety of sources, Perform Gap analysis and impact analysis on any changes. Manage database backups, maintenance and monitoring. He/she should have good command over Hindi/English language. He/she should be well conversant with basic computer knowledge in MS-Office/Open Office, Statistical tools for auto generation of reports etc.</li> </ul>	01
3	<b>Documentation Expert</b>	<ul style="list-style-type: none"> <li>➤ Graduation degree or higher with degree/diploma in Computer Science/ Information Technology/ Computer Application with at least 5 years of strong analytical experience and management of mission</li> </ul>	01

<b>Sr. No.</b>	<b>Position</b>	<b>Qualification &amp; Experience</b>	<b>No. of manpower required</b>
		<p>critical documents.</p> <p>➤ Experience in gathering information from various sources and rendering research assistance to Government sponsored projects/scheme. Strong problem solving and critical thinking skills, Technical writing skills, excellent verbal, written and interpersonal skills.</p> <p>➤ He/she should be well conversant with basic computer knowledge in MS-Office/Open Office etc.</p>	
<b>4</b>	<b>Data Management Budgetary Management and Financial sanctions</b>	<p>➤ Preferably graduation degree with at least 10 years of experience in business administration, finance, accounting, public administration, commerce, economics, Statistics or equivalent field finance discipline.</p> <p>➤ Previous Experience in rendering assistance in Budget Preparation, implementation, administration, maintenance of utilisation certificates, analysing cost estimates and budget proposals, including programmatic aspects. Well versed in handling of financial sanctions in CPSMC/PFMS portals being used in Central Ministries. Experience in handholding/assistance to State Government and Program Implementing agencies to implement CPSMC/PFMS Portals. Maintenance of folders/registers for financial sanctions for Mission Mode/Flagship schemes. Tracking of financial performance against BE/RE. He/she should have good command over Hindi/English language. He/she should be well conversant with basic computer knowledge in MS-Office/Open Office, Statistical tools for auto generation of reports etc.</p>	02
<b>5</b>	<b>Data Executive /Data Aggregator</b>	<p>➤ Diploma in Computer Application or IT sector with at least 5 years of experience preferably in Government Sector.</p> <p>➤ Experience in coordination with program implementing divisions/sub-divisions implementing Flagship/Mission mode programs. Well versed in maintenance and housekeeping of digitization of important documents / e-files and uploading digitized records including administrative/financial sanctions and performance of flagship/mission progress on the web portals which is to be referred by governmental agencies as well as other stake holders. He/she should have good command over Hindi /English language. He/she should be well conversant with basic computer knowledge in MS-Office/Open Office, Statistical tools for auto generation of reports etc.</p>	02

Sr. No.	Position	Qualification & Experience	No. of manpower required
6	<b>Data Management Assistant</b>	<ul style="list-style-type: none"> <li>➤ Diploma in office automation software/computer application with at least 3 years of experience preferably in Government Sector.</li> <li>➤ Experience in DATA generation for desk monitoring of Flagship / Mission Mode programs from internal as well as external agencies associated with implementation of mission mode programs. Maintenance of project level entities and associated transactions committed by governmental agencies through MPRs/QPRs/ Financial closures/ Utilisation Certificates / completion certificates. Exposure / working experience with Census data pertaining to Urban Agglomeration Statutory /Census town, maintenance of DATA required to be referred in parliament sessions, VIP references, RTI.</li> <li>➤ Experience is in coordination with program implementing divisions/sub-divisions implementing Flagship/Mission mode programs. He/she should have good command over Hindi/English language. He/she should be well conversant with basic computer knowledge in MS-Office/Open Office, Statistical tools for auto generation of reports etc.</li> </ul>	02
7	<b>Data Entry Operators</b>	<ul style="list-style-type: none"> <li>➤ Diploma in office automation software/computer application with at least 3 years of experience in data entry.</li> <li>➤ Previous experience of data entry with excellent typing speed including Hindi typing. He/she must be able to comfortably operate a computer system.</li> <li>➤ Excellent communication skills both written and oral, Strong Basic Computer/Internet Skills, Internet Browsing Skills, Good Email drafting skills, Sincere to the work assigned.</li> </ul>	02
8	<b>Multi-Tasking Staff / Support Staff</b>	<ul style="list-style-type: none"> <li>➤ Higher Secondary (12th) preferably with at least 2 years of experience in office.</li> </ul>	01
9	<b>Additional Pool of Resources</b>	<ul style="list-style-type: none"> <li>➤ <b>Consultant (Civil):</b> Engineering Graduate (BE/B.Tech/AMIE) in Civil Engineering from recognized University having min. 10 years of experience with min.6 years' experience in certification of building materials &amp; technologies.</li> <li>➤ <b>Sr. Civil Engineer :</b> Engineering Graduate (BE/B.Tech/AMIE) in Civil Engineering from recognized University having min. 6 years of experience.</li> <li>➤ <b>Architect :</b> B.Arch or equivalent from recognised university with minimum 5 years of experience.</li> <li>➤ <b>Accounts Officer:</b> B.Com (M.Com preferable) from</li> </ul>	<b>As required</b>

Sr. No.	Position	Qualification & Experience	No. of manpower required
		<p>recognised university with minimum 5 years of experience in dealing with government transactions/ processing of funds/releases as per government financial rules.</p> <ul style="list-style-type: none"> <li>➤ <b>Civil Engineer:</b> Engineering Graduate (BE/B.Tech/AMIE) in Civil Engineering from recognized University having min. 2 years of experience.</li> <li>➤ <b>Jr. Engineer (Civil):</b> Engineering Graduate (BE/B.Tech/AMIE) or Diploma in Civil Engineering from recognized University having upto 2 years of experience and more than 2 years of experience respectively.</li> <li>➤ <b>Programmer:</b> BE/B.Tech in Computer Science/IT /Electronic/BCA/ BSc Computer Science/ PGDCA from any recognised University with minimum 2 years of experience in programming using REACT Node JS, MySQL. Preference will be given to full stack developer using these platforms.</li> <li>➤ <b>Asstt. Architect:</b> B.Arch or Diploma in architecture or equivalent from recognised university with minimum 2 years of experience for B.Arch and 5 years for diploma.</li> <li>➤ <b>MIS Officer:</b> Engineering Graduate (BE/B.Tech) in Computer Science or Information-Technology or MCA or MSc in computer Science from recognized University with having min. 5 years of experience.</li> <li>➤ <b>Legal Executive:</b> Graduate in Law from any recognised University along with knowledge of computer with minimum 2 years of experience.</li> <li>➤ <b>Web Developer:</b> BE/B.Tech in Computer Science/IT /Electronic/BCA/ BSc Computer Science/ PGDCA from any recognised University with minimum 2 years of experience with Java and .Net proficiency.</li> <li>➤ <b>Private Secretary:</b> Graduate with proficiency in English Typing (40 wpm), English Shorthand (80 wpm). Diploma / Certificate in Office Management &amp; Secretariat Procedure OR equivalent from recognized institution.</li> <li>➤ <b>GIS Assistant:</b> Graduate with PG Diploma in Geoinformatics/GIS with minimum 1 years of experience with proficiency in ArcGIS software.</li> <li>➤ <b>Graphic Designer:</b> Graduate with PG Diploma / Certificate Course in Graphic Designing with minimum 1 years of experience with proficiency in preparation graphic design.</li> <li>➤ <b>Policy and Program Support Executive:</b> Graduate/MBA from any recognised University with minimum 2 years of experience.</li> </ul>	

Sr. No.	Position	Qualification & Experience	No. of manpower required
		<ul style="list-style-type: none"> <li>➤ <b>IEC (Information, Education and Communication) Executive :</b> Bachelor/Master's degree or equivalent in Mass Communication/advertisement/ public relations/Social Work/ Social Development with minimum 2 years of experience.</li> <li>➤ <b>Social Mobilization Executive:</b> Bachelor/Master's degree or equivalent in Social Work/Sociology/ Development/ Planning from any recognised University with minimum 2 years of experience.</li> <li>➤ <b>Finance Assistant:</b> B.Com from any recognised University along with knowledge of computer with minimum 2 years of experience.</li> <li>➤ <b>Office Assistant:</b> Graduate with knowledge of computer, office automation, and software application, database &amp; file management with at least 3 years experience.</li> <li>➤ <b>Computer Operators:</b> Graduate from a Govt. recognized University with proficiency in English Typing (40 wpm) with 2 years experience. One year Diploma / Certificate in computer application or equivalent from Govt. recognised institution.</li> <li>➤ <b>Hindi Typist:</b> Graduate from a Govt. recognized University or equivalent with Hindi and English as main subjects with min.2 years' experience of typing in Hindi language.</li> <li>➤ <b>Multi-Tasking Staff:</b> Preferably Higher secondary (12<sup>th</sup>) preferably with two years of experience in office.</li> <li>➤ <b>Support Staff:</b> Middle passed (8<sup>th</sup>) and preferably two years of experience office.</li> </ul>	

**Note:**

1. The bidder will have to keep ready the pool of professionals as required above for DRMC and additional pool of professionals for other technical and allied support activities of BMTPC to be deployed at the time of need as per the requirements of the BMTPC.
2. After award of contract to the lowest bidder (L1), three (3) CVs are required for each of the additional resource as and when required by the BMTPC for selection of suitable professional through interview.
3. In case of non-suitability of the proposed candidates, the firm will have to provide additional CVs.

4. In case the performance of any of the manpower deployed is not found up to the mark or the manpower leaving during the contract period, firm will have to provide suitable replacement by providing another set of CVs.

## 5. WORKING ARRANGEMENTS

### ***TA management and counterpart staff***

The assignment will be contracted by BMTPC and all day to day management of the assignment and all logistical, financial and methodological arrangements will be managed by MoHUA through BMTPC. All the positions above will be contracted out with a clause of a one-month notice period for termination at either end.

### **MoHUA through BMTPC will be responsible for:**

- Designating a Nodal Officer responsible for management and coordination with the DRMC.
- Providing definite milestones to each personnel.
- Facilitating discussions with key stakeholders.
- Providing the DRMC with necessary authorisation as needed for delivery of this TA.
- Reviewing and Directing DRMC regularly.
- Providing timely feedback and support for the DRMC to achieve its deliverables

### **The firm /agency will be responsible to:**

- Arrange for all transportation and travelling as required and approved by the MoHUA.
- Hand over all data, reports and other collected material to the Mission Directorate on completion of the work.
- The selected agency should ensure that the payment of quoted man-month rates/per months should be linked with the individual's KPI in a transparent manner.

### ***Duty Station***

- All the personnel provided by the DRMC will be based in the Ministry of Housing and Urban Affairs premises. It is however, on the discretion of the MoHUA to place any personnel anywhere in India for specific assignment or period as per the requirement of the PMAY (U) Mission.



## **APPENDIX “B” : REPORTING REQUIREMENTS**

### ***Overall Support***

- Advisory and policy level support to the HFA Division including liaison with various stakeholders
- Facilitate processes such as monitoring of the Interest Subsidy Scheme, Central Nodal Firm viz. HUDCO & NHB, State Governments and other key stakeholders including PLIs.
- Co-ordinate with the HFA Division and ensure successful outcomes.
- Co-ordinate with various implementing Firm and state departments to remove bottlenecks in the implementation of projects.
- Coordinate for organizing Review meetings/CSMC meetings.
- Ensure linkages between different schemes of the Ministry of HUA and Interest Subsidy Scheme.

### ***Technical Support***

- Assist HFA Mission Directorate in providing inputs for the implementation of the Scheme in terms of technical, legal, financial and social reviews in accordance with the guidelines being issued by MoHUA.
- Assist in preparing policy notes, guideline preparation, iterations and revisions, appropriate notifications/advisories from time to time on various parameters of Scheme implementation.

### ***Monitoring & Reporting Support***

- Preparing monitoring reports based on inputs from CNAs
- Monitor efficient utilisation of funds disbursed to the CNAs and PLIs, along with States and other key stakeholders and troubleshooting of bottlenecks.
- Monitor implementation of Scheme in States in accordance to the set Targets for the Scheme.
- Report on progress of all the programme components
- Prepare regular progress reports and documentation of proceedings of key review meetings and events as and when needed.

## APPENDIX “C” : COST ESTIMATE

Sr. No.	Position	No of man power	Range of proposed remuneration	Average Proposed remuneration		Agency Monthly Charges					Total Agency charges	GST @18%	Total Amount with taxes
				average	Total	PF Contribution of Employer (per person)	Life insurance Contribution of Employer (per person)	Medical Insurance/E SI (per person)	Other expenses (per person)	Agency Profit in %			
		a		b	c=a*b	d	e	f	g	h	i=(d+e+f+g+h)*a	j=(c+i)x 18%	k=(i+j)
<b>Table A. DRMC Manpower</b>													
1.	System administrator / Software engineer	01	80000-120000	100000									
2.	Statistical Data Analyst	01	60000-80000	70000									
3.	Documentation Expert	01	45000-65000	55000									
4.	Data Management Executive – Budgetary Management and Financial Sanctions	02	45000-65000	55000									
5.	Data Executive s /Data Aggregator	02	35000-55000	40000									
6.	Data Management Assistant	02	30000-50000	35000									
7.	Data Entry Operators	02	25000-45000	30000									
8.	Multi-Tasking Staff/Support Staff	01	18000-28000	20000									
<b>Table B. Provision for Additional Manpower for other Technical and Allied Support Activities of BMTPC</b>													
9.	Consultant (Civil)	6	80000-100000	90000									
10.	Sr.Civil Engineer	2	60000-80000	70000									
11.	Architect	1	60000-80000	70000									
12.	Accounts Officer	1	40000-60000	50000									
13.	Civil Engineer	9	40000-60000	50000									
14.	Jr. Engineer (Civil)	2	30000-50000	40000									
15.	Programmer	2	40000-60000	50000									
16.	Asstt. Architect	1	40000-60000	50000									
17.	MIS Officer	1	40000-60000	50000									
18.	Legal Executive	1	40000-60000	50000									
19.	Web Developer	1	35000-55000	45000									
20.	Private Secretary	1	30000-40000	35000									
21.	GIS Assistant	1	35000-55000	45000									
22.	Graphic Designer	1	35000-55000	45000									
23.	Policy and Program Support Executive	1	35000-45000	40000									
24.	IEC Executive	1	35000-45000	40000									
25.	Social Mobilization Executive	1	35000-45000	40000									
26.	Finance Assistant	2	35000-45000	40000									
27.	Office Assistant	2	35000-45000	40000									
28.	Computer	2	25000-35000	30000									

	Operator												
29.	Hindi Typist	1	25000-35000	30000									
30.	Multi-Tasking Staff / Jr. Asstt	7	18000-28000	23000									
31.	Supporting Staff	2	16000-26000	21000									
											Grand Total		

Note (for Table A &B):-

1. The Agencies charges and Applicable GST are to be quoted in Indian currency only. Agency charges shall include agency profit, life group insurance worth of Rs. 5 lakh, medical group insurance worth of Rs 5 lakh/ESIC, Provident fund contributions of employer's share, penalty charges or any other statutory expenses. Participating agency will pay all the above-mentioned charges from the company's accounts (not from the remuneration of individuals) and BMTPC will not be liable to pay any other hidden charges. In case of failure, contract awarded to the firm will be terminated and firm will be black listed for further business with the Government. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

2. Basic pay of hired manpower should be 30% of Average Proposed monthly remuneration and accordingly Employees Provident Fund shall be quoted in the financial bids. The Agency profit shall also keep provision for penalty charges for non-adherence to terms and condition of the contract.

3. Also the bidder should include provision for additional manpower for other technical and allied support activities to be handled by the manpower listed in "Part B. Provision for Additional Manpower for other Technical and Allied Support Activities of BMTPC" of the above table. The rates quoted for additional manpower will also to be taken in to account while calculating the lowest bidder, however the manpower may be hired by the BMTPC as and when required.

4. The average proposed remuneration in both the tables is indicative for the purpose of calculating corresponding agency charges; however, the final remuneration will be decided by the BMTPC within the range mentioned in the tables and based on the performance of manpower, the monthly remuneration will be increased or decreased by ED, BMTPC within the specified range. The agency charges will be paid on the decided remuneration of Individual hired personnel.

5. The Contract shall be awarded to the firm who have quoted the lowest agency charges of the total project cost. The quoted agency charges should be based on average monthly remuneration rates and in accordance with the existing labour laws. During the Financial Evaluation process, the rates quoted for agency charges for manpower only will be taken in to account while calculating the L1.

6. Other expenses may include expense related to a) stationery, b) photocopy and printing, c) other daily expenses along with minimum two wi-fi enabled laser jet colour printer with minimum speed 50 PPM and two laser jet b/w printers with minimum speed 50 PPM alongwith a provision of regular supply of cartridges, and d) provision of 10 laptops along with accessories with i-9 configuration of acceptable standard.

## **APPENDIX “D”: DUTIES OF THE “EMPLOYER”**

### **MoHUA through BMTPC will be responsible for:**

- Designating a Nodal Officer responsible for management and coordination with the DRMC.
- Providing definite milestones to each personnel.
- Facilitating discussions with key stakeholders.
- Providing the DRMC with necessary authorisation as needed for delivery of this TA.
- Reviewing and Directing DRMC regularly.
- Providing timely feedback and support for the DRMC to achieve its deliverables

## **APPENDIX “E”: DUTIES OF THE “FIRM”**

### **The firm will be responsible to:**

- Arrange for all transportation and travelling as required and approved by the BMTPC.
- Hand over all data, reports and other collected material to the Mission Directorate / BMTPC on completion of the work.
- The selected agency should ensure that the payment of quoted man-month rates/per months should be linked with the individual’s KPI in a transparent manner