

OFFICE OF THE FIFTH DELHI FINANCE COMMISSION
3RD FLOOR, 'B' WING, VIKAS BHAWAN-II, UPPER BELA ROAD
NEW DELHI-110054,
E-mail: sfc5.delhi@gov.in

F. No. 1(10)5th DFC/2016/287

Date: 14/09/2016

NOTICE INVITING TENDER

Study No 10 Analysis of the arrangements for Management of Fire Services in Delhi (As Per Annexure 1)

The Fifth Delhi Finance Commission (5th DFC) invites proposals through **e-tendering** from Institutions for undertaking studies on various themes related to its Terms of Reference. For details, and terms and conditions, log on to the website <https://govtprocurement.delhi.gov.in> and is also available at website of the Commission http://delhi.gov.in/wps/wcm/connect/doit_dfcm/Fifth+Delhi+Finance+Commission/Home/Public+Notice.

The last date for submission of e-tender is 26.10.2016 upto 11 A.M. which will be opened by the Tender Committee in the presence of tenderers or their authorized representatives on the same day at 12:00 noon in the office of the Fifth Delhi Finance Commission, Government of NCT of Delhi. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time but the tender box will be sealed on same day and time, as scheduled above. The tenders received after the above said scheduled date and time will not be considered. No tender by FAX/email will be entertained.

Please regularly check the above website of e-procurement for any change or modification or amendment in the tender. Any corrigendum and addendum required will be uploaded in the e-procurement portal only.

Sd
(Member Secretary)

Designation of the Authorized Officer - Member Secretary,
Name and Address of the Department- The Fifth Delhi Finance
Commission,
3rd Level, 'B' Wing, Vikas Bhawan-2,
Near Metcalf House, Delhi-110054

The Fifth Delhi Finance Commission
Instructions to Consultants for the Proposed Studies

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Section 1

1. Definitions

(a) "Commission" means the Fifth Delhi Finance Commission (in short, 5thDFC), who have invited the Expression of Interest (EOI) for consultancy services and with which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.

(b) "Consultant" means any applicant who has submitted application to provide the Services to the Commission 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 conditions (or information)" means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.

(e) "Day" means calendar day.

(f) "Commission" means the 5thDFC.

(g) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides the applicants with all information needed to prepare their proposals. ☐

(i) "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Commission to the applicants.

(j) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Domestic Personnel" means such professionals and support staff who at the time of being so provided had their domicile in India.

(k) "Proposal" means the Technical Proposal and the Financial Proposal.

(l) "RFP" means the Request For Proposal prepared by the Commission for the selection of Consultants. ☐

(m) "Assignment / job" means the work to be performed by the Consultant pursuant to the Contract. ☐

(n) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Assignment/job.

(o) "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 Commission and the Consultant, and expected results and deliverables of the Assignment/job.

2. Introduction

2.1 The Commission will select an institution/organization (the Consultant) in accordance with the method of selection specified in the Part II Data Sheet. ☒

2.2 The name of the assignment/Job has been mentioned in Part II Data Sheet. Detailed scope of the assignment/ job has been described in the Terms of Reference in Section 5.

2.3 The date, time and address for submission of the proposals has been given in Part II Data Sheet. ☒

2.4 The applicants are invited to submit their Proposal, for consulting Assignment/job named in the Part II Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

2.5 Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/job and the local conditions, Consultants are encouraged to attend the pre-proposal meeting,. Attending the pre-proposal meeting is, however, optional. Consultants should contact the Commission's Member Secretary to arrange for their visit or to obtain additional information, as required, on the pre-proposal meeting.

2.6 The Commission will provide, **on best possible basis**, at no cost to the Consultants the inputs and facilities specified in the Part II Data Sheet, assist the consultants in obtaining data, permissions needed to carry out the Assignment/job, and make available relevant project data and reports. ☒

2.7 Consultant shall bear all costs associated with the preparation and submission of their proposals. The Commission is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, **in respect of one or more or all of the studies**, without thereby incurring any liability to the Consultants.

3. Eligibility of Association of consultants and Sub-Consultants

3.1 If the consultant has formed an association of consultants, each member of the association of consultant shall be evaluated as per the qualification/ eligibility criteria set forth in Part II data Sheet. The combined score of the each member of the association of consultant shall be taken into account for evaluation purpose. If

any member of the association of consultants is dropped at the RFP stage, such an association of consultants is liable to be rejected by the Commission. However, the Commission, at its sole discretion, may decide to evaluate for short-listing such association of consultants without considering the strength of the dropped member and if found eligible, may allow such association of consultants to submit their proposal.

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

4. Clarifications and Amendment of RFP Documents

4.1 Consultants may request a clarification on any clause of the RFP documents up to the number of days indicated in the Part II Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Commission's address indicated in the Part II Data Sheet. The Commission will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Commission deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 4.2 below.

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

5. Conflict of Interest

5.1 Commission requires that Consultants provide professional, objective, and impartial advice and at all times hold the Commission's interests paramount, strictly

avoid conflicts with other Assignment/jobs or their own institutional/organizational interests and act without any consideration for future work.

5.2 Without limitation on the generality of the foregoing, the Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below: ☐

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

Conflicting Assignment/job: A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same or for another Commission.

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

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

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

6. Unfair Advantage

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

7. Proposal

7.1 If a Consultant wishes to apply for more than one study, it should submit separate bids for each such proposal.

7.2. Applicants may only submit one proposal for a Study. If a Consultant submits more than one proposal for one particular study, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

8. Proposal Validity

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

9. Preparation of Proposals

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

9.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

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

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

(b) The estimated number of Professional staff-months for the Assignment/job is shown in the Part II Data sheet. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants. While making the proposal, the consultant must ensure that he proposes the minimum number and type of experts as sought by the Commission, failing which the proposal shall be considered as non-responsive.

(c) Alternative professional staff shall not be proposed, and only one curriculum vita (CV) may be submitted for each position mentioned.

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

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

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

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

(d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks is to be provided in **Form TECH-5 of Section 3**.

(e) Estimates of the staff input needed to carry out the Assignment/job needs to be given in **Form TECH-7 of Section 3**. The staff-months input should be indicated separately for each location where the Consultants have to work and / or provide their key staff.

(f) CVs of the Professional staff as mentioned in para 9.4 (d) above signed by the staff themselves or by the authorized representative of the Professional Staff (**Form TECH-6 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.

9.6 Financial Proposals: The Financial Proposal shall be prepared using the attached Standard Forms (**Section 4**). It shall list all costs associated with the Assignment/job, including (a) remuneration for staff and (b) reimbursable expenses indicated in the Part II Data sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign (if applicable) and domestic expenditures. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

10. Taxes

10.1 The Consultant shall fully familiarize themselves about the applicable to Domestic taxes (such as: value added or sales tax, service tax or income taxes, duties, fees, levies) on amounts payable by the Commission under the Contract. All such taxes must be included by the consultant in the financial proposal.

11. Currency

11.1 Consultants shall express the price of their Assignment/job in Indian Rupees.

12. Earnest Money Deposit (EMD)

12.1 Earnest Money Deposit

- i. An EMD of **Rs. 10,000 (Ten thousand Rupees)**, in the form of DD drawn in favor of the Commission (**The Fifth Delhi Finance Commission**) and payable at **Delhi**, must be submitted along with the Proposal. For each study, separate EMD of Rs. 10,000/- must be submitted.
- ii. Proposals not accompanied by EMD shall be rejected as non-responsive.
- iii. No interest shall be payable by the Commission for the sum deposited as earnest money deposit.
- iv. No bank guarantee will be accepted in lieu of the earnest money deposit.
- v. The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.

12.2 The EMD shall be forfeited by the Commission in the following events:

- i. If Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
- ii. If the Proposal is varied or modified in a manner not acceptable to the Commission after opening of Proposal during the validity period or any extension thereof.
- iii. If the consultant tries to influence the evaluation process.
- iv. If the First ranked consultant withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).

13 Bid Processing Fees

There shall be no Bid Processing Fee.

14. Submission, Receipt, and Opening of Proposal

14.1 The original proposal, both Technical and Financial Proposals, shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such

corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of **TECH-1 of Section 3, and FIN-1 of Section 4.**

E- Tenders are invited in two-bids system through 'e' procurement solution as per the guidelines and terms & conditions given in tender document - details of the NIT along with terms & conditions, specifications etc. can be seen/downloaded at/from the website.

No later than the time and date specified as the Bid Due Date, **the Bidder shall submit its Financial and technical Proposal through the e-procurement platform** <https://govtprocurement.delhi.gov.in/nicgep/app>. For this purpose, registration of the Bidder with the Application Services Provider (ASP) of NIC is mandatory. For any assistance regarding e-tendering, the Bidder may contact the Help Desk, 6th Floor, C-Wing, Vikas Bhawan-II (Near Metcalf House), Civil Lines, Delhi-110054 (Telephone No. 011-23813523). A bidder who is already registered need not register again. However, the Bidder is required to have a Class-II or Class-III Digital Certificate from one of the authorised agencies of the Controller of Certifying Authorities (CCA), Government of India. The list of certifying authorities is available at <http://cca.gov.in>.

. The interested tenderers should upload duly signed tender form and their bids alongwith scanned copies of all the relevant certificates, documents etc. in support of their technical & price bids – all duly signed - on the: <https://govtprocurement.delhi.gov.in>. latest by 26/10/2016 up to **11 AM. An index prepared after pagination of all documents and enclosures may also be uploaded.**

The uploading of Both Technical and Financial Bid will start on 11.10.2016 11 AM on the e-procurement portal of Delhi Government : <https://govtprocurement.delhi.gov.in>

The Bidder failing to submit Financial and technical Proposal through the e-procurement platform will be considered non responsive.

14.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

14.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL FOR STUDY NO.(_____) As given Annexure-1 in NIT." Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL FOR STUDY NO.(_____) As given Annexure-1 in NIT." followed by the name of the Assignment/job. The envelopes containing the Technical Proposals, Financial Proposals, and EMD shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE [insert the time and date of the opening indicated in the Data sheet]". The Commission shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance

may be case for Proposal rejection. **If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.**

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

15. Proposal Evaluation

15.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Commission on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Commission in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

15.2 The Commission shall constitute a Consultant Selection Committee (CSC), which will carry out the entire evaluation process.

15.3 Evaluation of Technical Proposals:

The CSC 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.

15.4 The CSC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined in the Data sheet.

15.5 Opening & evaluation of the Financial Proposals:

The procedure for opening of bids would be as described in Para 16 of the Data Sheet. The envelopes containing technical and financial bids shall be opened on scheduled dates in the presence of the Consultants' representatives who choose to attend.

15.6 The CSC will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.

15.7 After opening of financial proposals, appropriate selection method, as indicated in the Data Sheet, shall be applied to determine the consultant who will be declared winner and be eligible for award of the contract. The method of selections described in the Data Sheet.

15.8 This selected consultant will then be invited for negotiations, if considered necessary.

16. Negotiations

16.1 Negotiations will be held at the date, time and address intimated to the qualified and selected bidder. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

16.2 Technical negotiations:

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

16.3 Financial negotiations:

After the technical negotiations are over, financial negotiations should be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstance, the financial negotiation shall result in to increase in the price originally quoted by the consultant. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Commission with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

16.4 Availability of Professional staff/experts:

Having selected the Consultant on the basis of, among other things, an evaluation of the proposed professional staff, the Commission expects to negotiate a Contract on the basis of the professional staff named in the Proposal. Before contract negotiations, the Commission will require assurances that the professional staff will be actually available. The Commission will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organization. If this is not the case and if it is established that the professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

16.5 Conclusion of the negotiations:

Negotiations will conclude with a review of the draft Contract. To complete negotiations the Commission and the Consultant will initial the agreed Contract. If negotiations fail, the Commission will reject all the proposals received and invite fresh proposals.

17. Award of Contract

17.1 After completing negotiations the Commission shall issue a Letter of Intent to the selected Consultant and promptly notify all other Consultants who have submitted proposals about the decision taken.

17.2 The consultants 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.

17.2 The Consultant is expected to commence the Assignment/job on the date and at the location specified in the Part II Data Sheet.

18. Confidentiality

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

Instructions to Consultants

Part II

DATA SHEET

Clause No.of Data Sheet	Ref. No.of ITC Part I	Particulars
1	2.2	Name of the Commission: The Fifth Delhi Finance Commission
2	2.2	Name of the Assignment/job Study No 10 Analysis of the arrangements for Management of Fire Services in Delhi (As Per Annexure 1)
		Undertaking Studies for the themes attached at Annexure '1' as per TOR for the Commission contained in notification dated 26.04.2016
3	2.5	A pre-proposal meeting will be held: On 06-10-2016 (Thursday) at 11.00 AM in the Conference Room of the Commission i.e. 3 rd Level, Vikas Bhawan-II, Upper Bela Road, Delhi-110054
4	14.1	The Publishing of tender will start on 21.9.2016 at 11 AM on the

e- procurement portal of Delhi Government : <https://govtprocurement.delhi.gov.in>

14.4

Date & time and address for submission of proposal/ bid:

Starting Date : 11.10.2016 (Monday) from 11 AM onwards

Final submission Date: 26th October,2016 (Wednesday)

Time: 11.00 AM

Address: Member Secretary, The Fifth Delhi Finance Commission, 3rd Floor, 'B' Block,
VikasBhavan-2, Upper Bela Road, Delhi-110054.

14.5

Date & time and address for opening of Technical Bid :

Date: 26th October,2016 (Wednesday)

Time: 1200 Noon

Address: Member Secretary, The Fifth Delhi Finance Commission, 3rd Floor, 'B' Block,
VikasBhavan-2, Upper Bela Road, Delhi-110054.

14.6

Date & time and address for opening of Financial bid: it will be separately intimated to the technically qualified bidders through email.

Address: Member Secretary, The Fifth Delhi Finance Commission, 3rd Floor, 'B' Block, VikasBhavan-2, Upper Bela Road, Delhi-110054.

- 5 2.5 Contact details of the Commission's authorised representative:
Address: Member Secretary, The Fifth Delhi Finance Commission, 3rd Floor, 'B' Block, VikasBhavan-2, Upper Bela Road, Delhi-110054
- Telephone (Landline): 23815771
- Telephone (Mobile): 9871609798
- Email: sfc5.delhi@gov.in
- 6 2.6 The Commission will provide the following inputs and facilities:
1. Budget of the GNCTD and Municipalities in soft copies.
 2. Convening meetings/workshops & meeting costs therefor.
 3. Letter of Introduction to various Ministries, Departments etc.
- 7 **Does the Commission envisage continuity for downstream work: No.**
- 8 8.1 Proposals must remain valid for 90 days after the submission date.
- 9 4.1 Clarifications may be requested not later than 30.9.2016, up to 3:00 p.m.

The address for requesting clarifications is: Member Secretary, 5thDFC<sfc5.delhi@gov.in>.

10 9.3 (b)

The estimated number of professional staff-months required for the Assignment/job is:

a. Team Leader: 1 (for 4 months and for intermittent consultation post submission of the Report to the Commission).

b. Research Assistant(s): (Dedicated for the project only, for 4 months).

11 9.4

The formats of the Technical Proposal to be submitted are:

Form Tech 1: Letter of Proposal submission

Form Tech 2: Consultant's organization & experience

Form Tech 3: Comments & suggestions on TOR

Form Tech 4: Approach & methodology

Form Tech 5: Team composition

Form Tech 6: Curriculum vitae of Key Professionals

Form Tech 7: Staffing Schedule

Form Tech 8: Work Schedule

Form Tech 9: Comment/ modification suggested on draft contract.

Form Tech 10: Information regarding any conflicting activities and declaration thereof.

12

Is Training is a specific component of this Assignment/job?: No.

- | | | |
|----|------|---|
| 13 | 11.1 | Consultant to state the cost in Indian Rupees: |
| 14 | 14.3 | Consultant must submit the original and 3 (three) copies of the Technical Proposal, and the one (original) of the Financial Proposal. |
| 15 | 15.4 | Evaluation Criteria: Simplified evaluation. |

(1) Simplified Procedure for evaluation of Technical Proposals

(i) Specific experience of the Consultants relevant to the Assignment/job:

- a. The Team Leader should have a minimum of 10 years of research experience, including in government finances and **municipal administration**.
- b. The Team Leader should be of the rank of an **Assistant Professor (Lecturer)** or higher.
- c. Preference shall be given to Team Leader having studied State Government and Municipal Finances.
- d. Research Assistant shall be dedicated full-time for the Study and shall be proficient with computer based data analysis in respect of government finances.

The CSC will divide the Proposals into qualifying and non-qualifying category. The non-qualifying proposals shall be treated as un-responsive.

Provided that the CSC may recommend for relaxation of any criteria of minimum qualification in deserving cases, for which it shall record the reasons in writing.

(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:

The CSC will classify them as qualifying / non-qualifying. The non-qualifying proposals will be treated as non-responsive.

The methodology and work plan will be evaluated under the following two sub criteria:

- a) Work plan.
- b) Organization and staffing.

A qualifying proposal should qualify under both the sub-criteria mentioned above.

(iii) Key professional staff qualifications and competence for the Assignment/job: 15

The CSC shall first see if the consultant has provided all the professionals as per the requisite expertise. If the consultant has not provided all the professionals as per the requisite expertise, the bids can be termed as non-qualifying. The qualification & experience of key professionals including the team leader will be evaluated for the following sub-criteria:

- 1) General qualifications (Education, special training, etc.)
- 2) Adequacy for the Assignment/job (experience, positions held etc.)

16

15.7

Method of Selection:The method of selection shall be Quality cum Cost Based Selection (QCCBS), under which, the applicant shall submit the proposal for a Study in two separate sealed covers, one for the technical bid and the other for the financial bid. The envelopes for the technical bids of all applicants shall be opened first, for evaluation as per the following criteria:

- | | |
|--|----|
| a. Qualification & Experience of the Team Leader: | 30 |
| b. Methodology, Work Plan & Understanding of the TOR: | 40 |
| c. Suitability of the Team members for the assignment: | 30 |

The minimum qualifying marks will be 50% in aggregate.

The top three technically qualified applicants will be shortlisted for opening of financial bids and the remaining bids shall not be considered for opening of financial bids.

The technical proposals of the top three technically qualified applicants will be allotted weightage of 70%, while the financial proposals will be allotted weightage of 30% and negotiations carried out, if required before award of

contract.

17

Expected date & Location for commencement of consulting Assignment/job:

Date of commencement: Same as the date of signing of agreement.

Location: The National Capital Region including the NCT of Delhi.

18

Location for performance assignment / job: NCT of Delhi.

Section 3

Technical Proposal- Formats

Form Tech-1: Letter of Proposal Submission

Form Tech-2: Consultant's Organization and Experience

Form Tech-3: Comments and Suggestions on the Terms of Reference and on
Counterpart Staff and Facilities to be provided by the Commission

Form Tech-4: Description of Approach, Methodology and Work Plan for
Performing the Assignment/Job

Form Tech-5: Team Composition and Task Assignment/Jobs

Form Tech-6: Curriculum Vitae (CV) for Proposed Professional Staff

Form Tech-7: Staffing Schedule

Form Tech-8: Work/Activity Schedule

Form Tech-9: Comments / Modifications Suggested on Draft Contract

Form Tech-10: Information Regarding any Conflicting Activities and
Declaration Thereof

Mention Study NO. (_____) As given Annexure-1 in NIT.

FORM TECH-1

LETTER OF PROPOSAL SUBMISSION

To:

The Member Secretary
The Fifth Delhi Finance Commission
3rd Floor, 'B' Wing, VikasBhavan-2
Upper Bela Road
Delhi-110054
Email: <sfc5.delhi@gov.in>

Dear Sir,

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job/study No. as given in Annexure-1 of the NIT] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope and requisite EMD of Rs. 10,000/- (ten thousand rupees)

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

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.

Negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph 4 of the Part II Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

Yours sincerely,

Signature [In full and initials]:

Name and Title of Signatory:

Name of Consultant Entity:

Address:

[Location, Date]

Mention Study NO.(_____) As given Annexure-1 in NIT

FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

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

B - Consultant's Experience

[Using the format below, provide information on each Assignment/job for which your entity, 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 Commission shall specify exact assignment / job for which experience details may be submitted). In case of consortium, association of consultants, the consultant must furnish the following information for each of the consortium member separately]

A. Entity'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 Organization/Institution:
- 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 Entity under the contract (in Rupees):
- 1.10 Start date (month/year):
- 1.11 Completion date (month/year):
- 1.12 Name of associated Consultants, if any:
- 1.13 No of professional staff-months provided by associated Consultants:
- 1.14 Name of senior professional staff of your Entity involved and Functions performed.

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.

Mention Study NO.(_____) As given Annexure-1 in NIT

FORM TECH-3

**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON
COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE COMMISSION**

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 Commission

[Comment here on Inputs and facilities to be provided by the Commission according to Paragraph 6 of the Part II Special information to consultants including: administrative support, office space, domestic transportation, equipment, data, etc.]

Mention Study NO.(_____) As given Annexure-1 in NIT

FORM TECH-4

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

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

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

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

b) Work Plan: The consultant should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Commission), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing: The consultant should propose and justify the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.]

Mention Study NO.(_____) As given Annexure-1 in NIT

FORM TECH-5

TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS

Professional Staff

Sl. No.	Name of Staff	Name of Instituion	Area of Expertise	Position / Task assigned for this job

Mention Study NO.(_____) As given Annexure-1 in NIT

FORM TECH-6

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position:[For each position of key professional, separate form Tech-6 will be prepared]:
2. Name of Institution [Insert name of firm 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. Work Experience [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]	Organisation	Positions held

12. Detailed Tasks Assigned
[List all tasks to be performed under this Assignment/job]
13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned
[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]
 - i. Name of Assignment/job or project:
 - ii. Year:
 - iii. Location:
 - iv. Commission:
 - v. Main project features:
 - vi. Positions held:
 - vii. Activities performed:

14. Certification:

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

Place:

[Signature of staff member]

Date:

[Full name]

Mention Study NO.(_____) As given Annexure-1 in NIT

FORM TECH-7
STAFFING SCHEDULE

Sl.No.	Name of Staff	Staff input in months (in the form of a bar chart)☒				
		Month 1	Month 2	Month 3	Month 4	Total Months

Note:

1. For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
2. Months are counted from the start of the Assignment/job. For each staff indicate separately staff input for home and field work.

Mention Study NO.(_____) As given Annexure-1 in NIT

FORM TECH-8
WORK/ACTIVITY SCHEDULE

Sl.No.	Activity	Time assigned,in months (in the form of a bar chart) ²				
		Month 1	Month 2	Month 3	Month 4	Total Months

Note:

1. Indicate all main activities of the Assignment/job, including delivery of reports (e.g.: inception, interim, draft and final reports), and other benchmarks such as Commission approvals. For phased Assignment/jobs indicate activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in the form of a bar chart.

Mention Study NO.(_____) As given Annexure-1 in NIT

FORM TECH-9

COMMENTS / MODIFICATIONS SUGGESTED ON DRAFT CONTRACT

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

Mention Study NO.(_____) As given Annexure-1 in NIT

FORM TECH-10

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

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

If no, please certify as follows:

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

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Date & Place:

Name of Entity:

Address: ”

Section 4
Financial Proposal - Standard Forms

Contents

- Form Fin-1: Financial Proposal Submission Form
- Form Fin-2: Summary of Costs

Mention Study NO.(_____) As given Annexure-1 in NIT

FINANCIAL BID

Form Fin-1

Financial Proposal Submission Form

[Location, Date]☞

To:

The Member Secretary
The Fifth Delhi Finance Commission
3rd Floor, 'B' Block, VikasBhavan-2
Upper Bela Road
Delhi-110054
Email: <sfc5.delhi@gov.in>

Dear Sir,

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

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph 4 of the Part II Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Mention Study NO.(_____) As given Annexure-1 in NIT

Form Fin-2

Summary of Costs

Sl.No.	Particulars	Amount in Rupees	Amount in words
1	Remuneration a). Team Leader (Full-time or Part-time)* b). Support Staff c. Total (a+b)		
2	Non-salary components such as sourcing of data, stationery, printing, binding, transport and other incidental expenses		
3	Total (1+2)		
4	Service Tax / Any other tax		
5	Total including Taxes (3+4)		

* Please indicate if the Team Leader and other professionals/staff will work on this assignment on Full-time or Part-time basis for justifying the remuneration.

Authorized Signature:

Date:

Name:

Designation:

Name of firm/entity:.....

Address:

Section 5

Terms of Reference

Part I: Objective and Scope of Work

The Terms of Reference (TOR) are drafted by the Commission while compiling the RFP. TOR should be compiled clearly indicating details under the following heads:

1. Background:

The Commission has proposed to undertake studies on themes listed in **Annex-1**, and seeks expression of interest (EOI) from expert institutions for undertaking these studies. The details of the themes can be fine-tuned before award of the task to the selected consultant.

2. Purpose / objective of the assignment:

The Study is expected to help the Commission in understanding of the related aspect of the Terms of Reference for the Commission vide Notification dated 26.4.2016, which is available on the website of the Commission.

3. Detailed scope of work / assignment:

- a. The Study should be based on an analytical framework of which the contours are indicated in the Terms of Reference (TOR) for the 5thDFC, contained in the Notification dated 26.4.2016 cited above.
- b. The Study should analyse the theme from Managerial, Legal, Economic, Social, Financial and Environmental aspects.
- c. The assignment shall include convening a workshop with key organisations/stakeholders before submission of the final report by the Consultant.

4. Deliverables, stages of deliverables, content of each deliverables.

The Study shall be completed in 4 months from the date of signing the agreement, with the following milestones:

- a. First two Months: Identification of Data Sources and Collection of Data.
- b. Third Month: Analysis of the data and submission of draft report.
- c. Fourth Month: Completion of the Final Report.

Provided that the Commission can grant an extra grace time of up to one month, if the Institution makes a request citing cogent reasons. However, no extra payment will be made by the Commission for such extension of time.

Part – II TOR related information

1. **Names of different departments / ministries and places where various tasks relating to the assignment are to be performed:**

In the normal course, the Team Leader and his colleagues would be expected to work from their institutional base. However, the Commission may provide temporary working space to the Team in its office, subject to availability.

2. **Procedure for review of the work of the consultant after award of contract including testing, validation, approval:**

The submission of draft report and the final report shall be accompanied with a presentation to be made by the Consultant to the Commission covering the approach, methodology, data sources, data analysis, conclusions and recommendations.

Provided that the Commission may call the Team leader for consultation/ clarification intermittently after submission of the Study Report and for each such visit, the Commission shall reimburse the local travel costs.

3. **The name and/or designation and address of the officials responsible for reviewing the work of the consultants:**

In general, the Chairman of the Commission would, along with other members/ officials, shall review work of the consultants.

The Commission may require the Consultant to convene workshops or meetings on the assigned theme. The Commission shall facilitate organization of such workshops and shall meet/reimburse the costs.

4. **Expected input of key professionals and requisite expertise and number of key professional staff:**

Each study shall be led by an accomplished researcher, not below the rank of an Assistant Professor (but, preferably, an Associate Professor or a Full Professor), who shall be assisted by at least one (but preferably two) Research Assistant(s).

5. **Expected schedule for completing the assignment. If an assignment consists of more than one activity, the target period / date for completing each activity can also be specified:**

The Study shall be completed in 4 months from the date of signing the agreement, with the following milestones:

- a. First two Months: Identification of Data Sources and Collection of Data.
- b. Third Month: Analysis of the data and submission of draft report.
- c. Fourth Month: Completion of the Final Report.

Provided that the Commission can grant an extra grace time of up to one month, if the Institution makes a request citing cogent reasons. However, no extra payment will be made by the Commission for such extension of time.

6. Background material including data available and to be provided to the consultant:

The Commission shall facilitate in securing budgetary data from the Union Government, Government of Delhi and the Municipalities & other Local Bodies.

7. Facilities, which can be provided to the consultants:

Items 1, 2, 3, 5 & 6 above refer.

8. Any other related information specific to the study / assignment which is necessary to be furnished to all the bidders:

a. Total cost and Payment terms:

- i. The proposing institution shall indicate its cost for each study, with justification. The expected expenditure towards non-salary components such as sourcing of data, stationery, printing, binding, transport and other incidental expenses should be indicated separately as a lump sum. The Commission may, however, discuss the contours of the costs proposed by the institution and propose a different price.
- ii. The first instalment of twenty-five percent (25%) of the approved cost shall be paid to the Institution as advance, within 2 weeks of the signing of the agreement.
- iii. The second instalment of fifty percent (50%) shall be paid on submission of the draft report and its acceptance by the Commission.
- iv. The third and final instalment of twenty-five percent (25%) shall be paid on submission of the final report and its acceptance by the Commission.
- v. Delay beyond the period indicated in the agreement shall entail a penalty of Rs. 10,000 (ten thousand) per week.

Provided that if the delay is more than one month, the Commission shall reserve the right to cancel the agreement and seek refund of the advance paid along with an equal amount towards the interest and the inconvenience.

- b. The Study should be based on analysis of the trends of Budget allocation and Expenditure for past 10 years (2006 to 2015), and assessment of the expected quantum of such expenditure for the period 2016-17 to 2020-21.
- c. The Study should also be based on scrutiny of the published data of the Budget and Accounts with the Audit Reports as also on interaction with senior officers

- of the Delhi Government and the Municipalities and other key stakeholders.
- d. The Study should conclude with making viable recommendations covering the Managerial, Legal, Economic, Social, Financial and Environmental aspects.
 - e. The recommendations should be for the period 2016 to 2026, with specific annual achievable milestones for each of the five years of 2016-17 to 2020-21. For the next five years (2021-2026), overall milestones should be indicated.
 - f. The Study should mention data sources at all places in situ and also attach a bibliography of sources utilised.
 - g. The Study Report should be submitted in 2 printed copies and one soft copy in word format and another in PDF format.
 - h. The Study Report should be between 100 and 200 pages in size, printed legibly in 1.15 line space of Arial-12 font on A4 size 75-80 gsm quality paper.
 - i. The Applicant Institution shall nominate a Research Team for each study, comprising a Lead Researcher, not below the rank of an Assistant Professor (but, preferably, an Associate Professor or a Full Professor), who shall be assisted by at least one (but preferably two) Research Assistant(s).
 - j. The Study Report including its data base shall be the property of the DFC and shall not be shared by the Institution/ Team Leader and their Team to any one.
 - k. Copy Rights over the Study Report shall vest with the Commission, which the Commission may pass on to the Government of Delhi.
 - l. The Study Report shall clearly state that the study was commissioned and fully funded by the Fifth Delhi Finance Commission and the no part or whole of it can be copied/published by any person or institution/ organization without written permission of the Commission.

Section 6

Standard Form of Contract

Consultants' Services: Lump-Sum

Contents

I. Form of Contract

II. General Conditions of Contract

1. General Provisions

2. Commencement, Completion, Modification and Termination of Contract

3. Obligations of the Consultant

4. Consultants' Personnel and Sub-Consultants

5. Obligations of the Commission

6. Payments to the Consultant

7. Fairness and Good Faith

8. Settlement of Disputes

9. Liquidated Damages

10. Miscellaneous Provisions

III. Special Conditions of Contract

IV. Appendices

Appendix A – Description of Services

Appendix B - Reporting Requirements

Appendix C - Staffing Schedule

Appendix D - Cost Estimates in Foreign Currency

Appendix E - Duties of the Commission

CONTRACT FOR CONSULTANTS' SERVICES

between

The Fifth Delhi Finance Commission

and

[name of the Consultant]

Dated:

|

I. Form of Contract

(Text in brackets [] should be filled up appropriately; all notes should be deleted in final text)

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between the Lieutenant Governor of the National Capital Territory of Delhi (in short, "the LG of Delhi") acting through the Member Secretary, the Fifth Delhi Finance Commission (hereinafter called the "Commission"), of the First Part and, [name of Consultant] (hereinafter called the "Consultant") of the Second Part.

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "... (hereinafter called the "Commission") and, on the other hand, a joint venture/consortium/association consisting of the following entities, namely, lead consultant [name of lead Consultant] and [name of Consultant/s] (hereinafter called the "Consultant").

WHEREAS

(a) the Consultant, having represented to the "Commission" that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated ____ issued by the Commission;

(b) the "Commission" has accepted the offer of the Consultant 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; and
- (c) The following Appendices:

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Staffing schedule

Appendix D: Cost Estimates

Appendix E: Duties of the "Commission"

Appendix F: Duties of the Consultant

2. The mutual rights and obligations of the "Commission" and the Consultant shall be as set forth in the Contract, in particular:

(a) the Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and (b) the "Commission" shall make payments to the Consultant 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)

(i)

1. For and on behalf of the
Fifth Delhi Finance Commission
Member Secretary

(ii)

In presence of (Witnesses)

(i)

2. For and on behalf of
[name of Consultant]
[Authorized Representative]

(ii)

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

For and on behalf of each of the Members of the Consultant.

3. [name of member]

[Authorized Representative]

4. [name of member]

[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) “Consultant” means any private or public entity that will provide the Services to the “Commission” under the Contract.

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

(d) “Day” means calendar day.

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

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

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

(h) “Government” means the Government of India

(i) “Local Currency” means Indian Rupees.

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

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

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

(m) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

(n) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(o) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.

(p) "Third Party" means any person or entity other than the "Commission", or the Consultant.

(q) "In writing" means communicated in written form with proof of receipt.

1.2 Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Commission" and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, 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 Delhi.

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

1.5 Notices

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

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

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

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

1.8 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the

“Commission” or the Consultant may be taken or executed by the officials specified in the SC.

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

1.10 Fraud and Corruption

1.10.1 Definitions: It is the Commission’s policy to require that Employers as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Commission 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 any thing of value to influence the action of a public official in the selection process or in contract execution;

(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract; (iii) “collusive practices” means a scheme or arrangement between two or more consultants, with or without the knowledge of the Commission, designed to establish prices at artificial, noncompetitive 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 Measure to be taken by the Commission

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

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

1.10.3 Commissions and Fees

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract: This Contract shall come into force and effect on the date (the “Effective Date”) of the signing of this Agreement.

2.2 Termination of Contract: If after signing of this Contract, both parties by come to the conclusion jointly that the study/task cannot be taken to logical conclusion owing to reasons beyond control. They may jointly declare this Contract to be null and void, and in the event of such a joint declaration, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services: The Consultant shall begin carrying out the Services on the date (the “Effective Date”) of the signing of this Agreement.

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

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

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

(b) In cases of substantial modifications or variations, the prior written consent of the Commission is required.

2.7 Force Majeure

2.7.1 Definition

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

invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

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

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

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

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

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

(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.☐(d) During the period

of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the "Commission", shall either:

(i) demobilize,; or

(ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.☐(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension: The "Commission" may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the

failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.9 Termination

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

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

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

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

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

(e) If the Consultant submits to the "Commission" a false statement which has a material effect on the rights, obligations or interests of the "Commission".☐

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

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

(g) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.☐(h) If the "Commission", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

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

2.9.2 By the Consultant: The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the "Commission", 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 "Commission" fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days. (c) If the "Commission" fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

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

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

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

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

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

shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Commission” 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 Commission. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (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.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

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

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

3.2.1 Consultant not to benefit from Commissions, Discounts, etc.:

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

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

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

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

3.3 Confidentiality: Except with the prior written consent of the “Commission”, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken out by the Consultant: The Consultant may take out and maintain, insurance against the risks, and for the coverage specified in the SC.

3.5 Accounting, Inspection and Auditing: The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the “Commission” or its designated representative and/or the Commission, 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 “Commission” or the Commission, if so required by the “Commission” or the Commission as the case may be.

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

(a) Any change or addition to the Personnel listed in Appendix C.

(b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the

“Commission”. Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the “Commission” to be incompetent or incapable or undesirable in discharging assigned duties, the “Commission” may request the Consultant to provide a replacement, with qualifications and experience acceptable to the “Commission”, or to resume the performance of the Services itself.

3.7 Reporting Obligations: The Consultant shall submit to the “Commission” 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 in addition to the hard copies specified in said Appendix.

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

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

Equipment and Materials Provided by the Consultants: Equipment or materials brought into the Government’s country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

4.1 General: The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

4.2 Description of Personnel:

(a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the consultant's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Commission", his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the "Commission", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Commission's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Commission" and the Consultant. 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.

4.3 Approval of Personnel: The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the "Commission". In respect of other Personnel, which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the "Commission" for review and approval a copy of their Curricula Vitae (CVs). If the "Commission" does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Commission".

4.4 Removal and/or Replacement of Personnel: (a) Except as the "Commission" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the "Commission" (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 Consultant shall, at the Commission's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "Commission".

(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 Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Commission". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.5 Team Leader: The Consultant shall ensure that at all times during the Consultant's performance of the Services a Team Leader, acceptable to the "Commission", shall take charge of the project/task.

5. OBLIGATIONS OF THE "COMMISSION"

5.1 Assistance and Exemptions: Unless otherwise specified in the SC, the "Commission" shall use its best efforts to ensure that the Government shall: (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.

(b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India. (c) 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.

(d) Provide to the Consultant, Sub-Consultants 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 consultant for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in

Clause GC 6.1(b).

5.3 Services, Facilities and Property of the “Commission”: (a) The “Commission” shall make available to the Consultant and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said Appendix E.

(b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultant for the performance of the Services.

5.4 Payment: In consideration of the Services performed by the Consultant under this Contract, the “Commission” shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5 Counterpart Personnel: (a) If necessary, the “Commission” shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the “Commission” with the Consultant’s advice, if specified in Appendix E.

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

6. PAYMENTS TO THE CONSULTANT

6.1 Total Cost of the Services: (a) The total cost of the Services payable is set forth in Appendix D as per the consultant’s proposal to the Commission 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-D.

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

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

(a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC 13.

(b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Commission shall release the requisite payment upon acceptance of the deliverables. However, if the Commission fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Commission shall release the payment to the consultant without further delay.

(c) Final Payment: The final payment as specified in SC 13 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the "Commission". The Services shall be deemed completed and finally accepted by the "Commission" and the final report and final statement shall be deemed approved by the "Commission" as satisfactory within ninety (90) calendar days after receipt of the final report and final statement by the "Commission" unless the "Commission", within such ninety (90) day (or shorter) period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Commission" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the "Commission" within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the "Commission" for reimbursement must be made within three (03) calendar months after receipt by the "Commission" of a final report and a final statement approved by the "Commission" in accordance with the above.

(d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Commission after submission by the consultant and the consultant has made presentation to the CMC / Commission (Mention this if presentation is required) with / without modifications to be communicated in writing by the Commission to the consultant.

(e) If the deliverables submitted by the consultant are not acceptable to the Commission / CMC, reasons for such non-acceptance should be recorded in writing; the Commission shall not release the payment due to the consultant. This is without prejudicing the Commission's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Commission.

(f) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC through cheque/RTGS/electronic transfer.☐

(g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Commission to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Commission communicated to the Consultant.

(h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of work done reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

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

8.3. Arbitration proceedings shall be held in Delhi 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 Commission and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. Liquidated Damages

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

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

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 13, the Consultant shall be liable to pay **1%** of the total cost of the services for delay of each week or part thereof.

(b) If the deliverables are not acceptable to the Commission as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Commission within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to **[1]%** of total cost of the services 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 Contractor/Consultant shall notify the Commission/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) Each member/constituent of the Contractor/Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Commission/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- (v) The Contractor/Consultant shall at all times indemnify and keep indemnified the Commission/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (vi) The Contractor/Consultant shall at all times indemnify and keep indemnified the Commission/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/Consultant’s) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant.
- (vii) The Contractor/ Consultant shall at all times indemnify and keep indemnified the Commission/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.
- (viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/Consultant) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Commission.

III. Special Conditions of Contract

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

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	<p>The addresses are:</p> <p>1. "Commission":</p> <p>Attention:</p> <p>Email:</p> <p>Facsimile:</p> <p>2. Consultant:</p> <p>Attention:</p> <p>Email:</p> <p>Facsimile:</p>
2	1.7	<p>{Lead Partner is [insert name of member]}</p> <p>Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</p>
3	1.8	<p>The Authorized Representatives are:</p> <p>For the "Commission":</p> <p>For the Consultant:</p>
4	2.1	<p>The effectiveness conditions are the following:</p> <p>a. The Consultant shall normally not change the Team Leader & Members. If, however, it is inevitable to change, the Consultant shall ensure to provide adequate and timely replacement to ensure that the task does not suffer.</p> <p>b. The Team Leader & Members shall not engage with many other tasks/projects and would give adequate attention to this task/project.</p>
		<p>5. Payment will be made based on milestones indicated for each activity as below:</p>

Activity:

Sr. No.	Milestone (Deliverables)	Time period for submission	Payment (as % of the total service cost)
1.			
2.			
3.			
4.			
Total			.

6. The Arbitration proceedings shall take place in Delhi in India.

Binding signature of Commission Signed by

(for and on behalf of the Lt. Governor of Delhi)

Binding signature of Contractor Signed by _____

(for and on behalf of duly authorized signatory)

In the presence of (Witnesses)

1.

2.

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

1. The Study shall be completed in 4 months from the date of signing the agreement, with the following milestones:
 - d. First two Months: Identification of Data Sources and Collection of Data.
 - e. Third Month: Analysis of the data and submission of draft report.
 - f. Fourth Month: Completion of the Final Report.

Provided that the Commission can grant an extra grace time of up to one month, if the Institution makes a request citing cogent reasons. However, no extra payment will be made by the Commission for such extension of time.

Provided also that the Commission shall accept the Report only if it considers it as satisfactory in terms of contents.

Provided further that the Commission may call the Team leader for consultation/ clarification intermittently after submission of the Study Report and for each such visit, the Commission shall reimburse the local travel costs.

2. The Team Leader shall work out a weekly & monthly time table indicating the milestones for the task and shall make 4 presentations to the Commission, at the end of each month, indicating the achievements in terms of the milestones for the month.
3. The Institution/ Team Leader may be required to convene workshops or meetings on the assigned theme. The Commission shall facilitate organization of such workshops and shall meet/reimburse the costs.
4. The Study Report including its data base shall be the property of the DFC and shall not be shared by the Institution/ Team Leader and their Team to any one.
5. Copy Rights over the Study Report shall vest with the Commission, which the Commission may pass on to the Government of Delhi.
6. The Study Report shall clearly state that the study was commissioned and fully funded by the Fifth Delhi Finance Commission and the no part or whole of it can be copied/published by any person or institution/ organization without written permission of the DFC.

Note: This Appendix can be amended after discussions between the “Commission” and the Consultants during technical negotiations.

APPENDIX B - REPORTING REQUIREMENTS

1. The Study should be based on an analytical framework of which the contours are indicated in the Terms of Reference (TOR) for the 5thDFC, of which copy is

- available on the website of the 5thDFC.
2. The Study should analyse the theme from Managerial, Legal, Economic, Social, Financial and Environmental aspects.
 3. The Study should be based on analysis of the trends of Budget allocation and Expenditure for past 10 years (2006-07 to 2015-16), and assessment of the expected quantum of such expenditure for the period 2016-17 to 2020-21.
 4. The Study should also be based on scrutiny of the published data of the Budget and Accounts with the Audit Reports as also on interaction with senior officers of the Delhi Government and the Municipalities and other key stakeholders.
 5. The Study should conclude with making viable recommendations covering the aspects mentioned in Para 2 above.
 6. The recommendations should be for the period 2016 to 2026, with specific annual achievable milestones for each of the five years of 2016-17 to 2020-21. For the next five years (2021-2026), overall milestones should be indicated.
 7. The Study should mention data sources at all places in situ and also attach a bibliography of sources utilised.
 8. The Study Report should be submitted to the Member Secretary, 5thDFC, in 2 printed copies and one soft copy in word format and another in PDF format.
 9. The Study Report should be between 100 and 200 pages in size, printed legibly in 1.15 line space of Arial-12 font on A4 size 75-80 gsm quality paper.

APPENDIX C – STAFFING SCHEDULE

1. The Applicant Institution shall nominate nominate a Research Team for each study, comprising a Lead Researcher, not below the rank of an Assistant Professor (but, preferably, an Associate Professor or a Full Professor), who shall be assisted by at least one (but preferably two) Research Assistant(s).
2. The Lead Researcher and the Research Assistants shall be well conversant with the following:
 - a. Concepts, tools and techniques, including the software applications, of statistical data analysis;
 - b. Functioning of the government at various levels including the Central, State/NCT and local levels.
 - c. Concepts of fiscal federalism and good governance.

APPENDIX D – Total COST OF SERVICES IN

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

1. Total cost and Payment terms:
 - a. The proposing institution shall indicate its cost for each study, with justification. The expected expenditure towards non-salary components such as sourcing of data, stationery, printing, binding, transport and other incidental expenses should be indicated separately as a lump sum. The Commission may, however, discuss the contours of the costs proposed by the institution and propose a different price.
 - b. The first instalment of twenty-five percent (25%) of the approved cost shall be paid to the Institution as advance, within 2 weeks of the signing of the agreement.
 - c. The second instalment of fifty percent (50%) shall be paid on submission of the draft report and its acceptance by the Commission.
 - d. The third and final instalment of twenty-five percent (25%) shall be paid on submission of the final report and its acceptance by the Commission.
 - e. Delay **in submission of the report** beyond the period indicated in the agreement shall entail a penalty of Rs. **10,000 (ten thousand)** per week.

Provided that if the delay is more than one month, the Commission shall reserve the right to cancel the agreement and seek refund of the advance paid along with an equal amount towards the interest and the inconvenience.

APPENDIX E - DUTIES OF THE “COMMISSION”

1. The Commission (i.e. the 5thDFC) shall facilitate in securing budgetary data from the Union Government, Government of Delhi and the Municipalities & other Local Bodies.
2. In case more than one institution shows interest in the same theme, the Commission shall have the liberty of choosing the most suitable one, as per its own assessment of the relative capability of the institutions.
3. In the normal course, the Team Leader and his colleagues would be expected to work from their institutional base. However, the DFC may provide temporary working space to the Team in its office, subject to availability.

Themes for the Studies

1. Analysis of the status of Urban Local Bodies in Delhi:
 - i. Evolution of the Local Bodies
(Historical, Legal, Physical and social details.)
 - ii. Demographic trends in Delhi and its constituent 5 LBs.
(The analysis should be based on Census data, duly segregated into the areas of the 5 LBs. Information from other sources such as the Economic Census, Educational Census etc. should also be duly made use of.)
 - iii. Economic Scenario of Delhi and of the areas of its LBs.
(The analysis should be based on the 5th and 6th Economic Census data, duly segregated into the areas of the 5 LBs. Information from other sources available with the Directorate of Economics & Statistics, Delhi and Planning Department, G/o Delhi, should also be duly made use of.)
 - iv. Analysis of Personnel Management in the LBs of Delhi and identifying the scope for restructuring.
(The analysis should keep in view modern management tools and techniques, including GIS, and Artificial Intelligence. Impact of the recommendations of the Central Pay Commissions, including for reforms, should also be factored in.)
 - v. Impact of abolition of Panchayati Raj Institutions in Delhi on the citizen services in general and on the ULBs, in particular.
(The analysis should also bring out the most appropriate options for management and deployment of the lands, funds and other resources of the Gram Sabhas and Panchayats.)
 - vi. Role & responsibilities of LBs in Delhi- Suggested legal and administrative framework for making the LBs more viable and effective in delivery of the 12th Schedule function.
(The study should also analyse the Distribution of functional responsibilities between the G/o India, G/o Delhi and the LBs in Delhi in terms of post Independence trends and also make relevant comparison with neighbouring States of Haryana & U.P.)
2. Analysis of State Finances (review over a period of past 10 years and projections for the next 5 years commencing 2016-17):
 - i. Critical Analysis of State Finances- Receipts & Expenditure on capital and revenue accounts
 - ii. Impact of Implementation of Recommendations of Previous State Finance Commission on State and Local Finances
 - iii. Direct Transfers to Local Bodies (LBs) by State Government as well as line departments; Nature and Size of Transfers; Actual Outgo to LBs
 - iv. Direct Absorption by the State of Local Body Expenditures (Salaries, Pensions and Other Liabilities)
 - v. Guarantees Provided by State Government on Behalf of LBs
 - vi. Grants in-aid provide by the Central Government, including for the LBs
 - vii. Projected receipts and expenditure for next 5 years in 3 scenarios, namely,

- (a) existing scenario, (b) best case scenario and (c) worst case scenario, with explanation of assumptions
- viii. Impact of the proposed GST on (a) State's finances and (b) transfers to LBs for the award period (2016-2021)
3. Analysis of the Arrangements for Healthcare for citizens in Delhi:
 - i. An Inventory of institutions & facilities in the NCT, owned and operated by the G/o India, G/o Delhi, LBs, Private sector & Others
 - ii. A Quantitative Estimate of Service Deficits with a Brief Account of the Reasons for the Deficit
 - iii. Suggested framework for optimal utilization of the institutions & facilities, with particular reference to the role and responsibilities of the municipalities, for providing efficient service to the citizens.
 4. Analysis of the arrangements for Primary and Secondary Education in Delhi:
 - i. An Inventory of institutions & facilities in the NCT, owned and operated by the G/o India, G/o Delhi, LBs, Private sector & Others
 - ii. A Quantitative Estimate of Service Deficits with a Brief Account of the Reasons for the Deficit
 - iii. Suggested framework for optimal utilization of the institutions & facilities, with particular reference to the role and responsibilities of the municipalities, for providing efficient service to the targeted beneficiaries.
 5. Analysis of the arrangements for Management of Social Welfare Schemes in Delhi:
 - i. An Inventory of institutions, facilities and schemes in the NCT, operated by the G/o India, G/o Delhi, LBs, Private sector & Others
 - ii. A Quantitative Estimate of Service Deficits with a Brief Account of the Reasons for the Deficit
 - iii. Suggested framework for optimal utilization of the institutions & facilities, with particular reference to the role and responsibilities of the municipalities, for providing efficient service to the targeted beneficiaries.
 6. Analysis of the arrangements for Management of Roads in Delhi:
 - i. An Inventory of the roads and related infrastructure & facilities in the NCT, owned and operated by the G/o India, G/o Delhi, LBs, & Others (if any)
 - ii. A Quantitative Estimate of Service Deficits with a Brief Account of the Reasons for the Deficit
 - iii. Suggested framework for optimal utilization of the roads and related infrastructure & facilities, with particular reference to the role and responsibilities of the municipalities, for providing safe and efficient road network to the citizens.
 7. Analysis of the arrangements for Management of Public Transport System in Delhi:
 - i. An Inventory of institutions and related infrastructure & facilities related to public transport systems in the NCT, owned and operated by the G/o India, G/o Delhi, LBs, Private sector & Others
 - ii. A Quantitative Estimate of Service Deficits with a Brief Account of the Reasons for the Deficit
 - iii. Suggested framework for optimal utilization of the institutions and related infrastructure & facilities, with particular reference to the role and

responsibilities of the municipalities, for providing efficient service to the citizens.

8. Analysis of the arrangements for Solid Waste Management (SWM) in Delhi:
 - i. An Inventory of schemes, institutions and related infrastructure & facilities related to SWM in the NCT, owned and operated by the G/o India, G/o Delhi, LBs, Private sector & Others.
 - ii. A Quantitative Estimate of Service Deficits with a Brief Account of the Reasons for the Deficit.
 - iii. Suggested framework for optimal utilization of the institutions and related infrastructure & facilities, with particular reference to the role and responsibilities for the municipalities, for providing efficient service to the citizens.
9. Analysis of the arrangements for Management of the Water & Waste Water Management (W&WWM) Systems in Delhi:
 - i. An Inventory of institutions and related infrastructure & facilities related to W&WWM systems in the NCT, owned and operated by the G/o India, G/o Delhi, LBs, Private sector & Others.
 - ii. A Quantitative Estimate of Service Deficits with a Brief Account of the Reasons for the Deficit.
 - iii. Suggested framework for optimal utilization of the institutions and related infrastructure & facilities, with particular reference to the role and responsibilities of the municipalities, for providing efficient service to the citizens.
10. Analysis of the arrangements for Management of Fire Services in Delhi:
 - i. An Inventory of institutions and related infrastructure & facilities related to Fire Services in the NCT, owned and operated by the G/o India, G/o Delhi, LBs, Private sector & Others.
 - ii. A Quantitative Estimate of Service Deficits with a Brief Account of the Reasons for the Deficit.
 - iii. Suggested framework for optimal utilization of the institutions and related infrastructure & facilities, with particular reference to the role and responsibilities of the municipalities, for providing efficient service to the citizens.
11. Analysis of the arrangements for revenue mobilisation, tax and non-tax, by the municipalities with reference to (a) optimum mobilisation from the currently available sources; and (b) innovative sources/ approaches for revenue mobilisation and (c) identifying the scope for maximizing the same.
*(1. Analysis should be based on the trends for past 10 years (2006 to 2015), assessment of the expected quantum of mobilisation of such revenues for the award period 2016-17 to 2020-21 and proposing a framework for a more efficient, effective, transparent and sustainable model.
2. Impact of the proposed GST should also be duly factored in for the award period.)*
12. Analysis of the Fiscal Transfers to Local Bodies in Delhi by the Central and State Governments: Trends for past 10 years (2006 to 2015), assessment of the expected quantum of such transfers for the period 2016-17 to 2020-21 and proposing a framework for securing optimal results from these transfers.

13. Analysis of the Arrangements for Financial Accountability in the Municipalities in Delhi: *Timeliness and Quality of accounts maintained, Audit arrangements in place, status of audit of accounts, disposal of audit objections, Corrective measures introduced pursuant to audit reports, and Benefits derived from of the technical guidance and supervision of C&AG.*
14. Analysis of the Expenditure of the Municipalities in Delhi, on Revenue and Capital Accounts with reference to the Obligatory and Discretionary functions and identifying the scope for achieving higher levels of economy and efficiency. *(1. Analysis should be based on the trends for past 10 years (2006 to 2015), assessment of the expected quantum of such expenditure for the award period 2016-17 to 2020-21 and proposing a framework for securing optimal results from these expenditure.
2. Impact of the Seventh Central Pay Commission Report should also be duly factored in for the award period.)*
15. Assessment of the expenditure needs of the Government of the NCT of Delhi on both Plan and Non Plan accounts. (Analysis should be based on the trends for past 10 years (2006 to 2015) and assessment of the expected quantum of such expenditure for the award period 2016-17 to 2020-21. *(Impact of the Seventh Central Pay Commission Report should also be duly factored in for the award period.)*
16. Analysis of the current Debt position of the Municipalities in Delhi: *(1. (Analysis should be based on the Sources of Receipts e.g. Loans from NCT Government, Development Institutions, Market Borrowings, Schematic Transfers, GOI Programmes etc. – Trend, Purpose, Repayment & Effective utilization of Such Receipts. It should also propose a sustainable framework for borrowings by the LBs in Delhi.)*
17. Analysis of the current arrangements for e-Governance, including e-Procurement, in the Municipalities in Delhi, w.r.t efficiency, effectiveness sustainability and cost-effectiveness and proposing an improved model.
