

Bangalore Development Authority

REQUEST FOR PROPOSALS

FOR THE CONSULTANCY ASSIGNMENT

PREPARATION OF REVISED MASTER PLAN FOR
BANGALORE - 2035

Bangalore Development Authority

**T. Chowdaiah Road,
Kumara Park West,
Bangalore-560 020.**

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SECTION 1. LETTER OF INVITATION

Bangalore, 30th May 2012.

Dear [Name of Consultant]:

1. The Bangalore Development Authority invites Proposals to provide the following Consulting Services: **Preparation of Revised Master Plan – 2035**. More details on the Services are provided in the attached Terms of Reference.
2. The RFP has been addressed to the following shortlisted consultants:
 1. AECOM
 2. Burt-Hill Design Pvt. Ltd., CURIPE and SKY Group
 3. L&T- Ramboll Consulting Engineers Ltd.
 4. Inter Continental Consultants and Technocrats Pvt. Ltd., in Joint Venture with SECON Private Ltd., & YONGMA Engg. Co. Ltd.
 5. Egis India Consulting Engineers Pvt. Ltd.
 6. Surbana International Consultants (India) Pvt. Ltd.
 7. DHV India (Pvt) Ltd., ADAPT Technologies and Consultancy Services India Pvt. Ltd.
 8. PROINTEC-MIR Creative Circle
 9. Tandon Urban Solutions Pvt. Ltd.
3. A Consultant will be selected under Quality-and Cost-Based Selection (QCBS) and procedures described in this RFP.
4. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Information to Consultants
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Form of Contract.
5. A Bank Guarantee for Rs. 2.5 Crores (Rupees Two Crores and Fifty Lakhs only) shall be enclosed along with the Technical and Financial Proposals separately.
6. Please inform us, upon receipt:
 - That you received the letter of invitation; and
 - Whether you will submit a proposal alone or in association with other entity as Joint Venture with joint and several responsibilities.

Yours faithfully,

[Signature, name, and position of BDA representative]

SECTION 2. INFORMATION TO CONSULTANTS

1. INTRODUCTION

- 1.1 The Client named in the “Data Sheet” will select a consultant among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.
- 1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.
- 1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the Consultant under each phase must be to the Client’s satisfaction before work begins on the next phase.
- 1.4 The consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant’s representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5 The Client will provide the inputs specified in the Data Sheet, assist the Consultant in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.
- 1.7 Bangalore Development Authority (BDA) expects consultants to provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
 - 1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:
 - (a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm’s earlier consulting services) for the same project.
 - (b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.
 - 1.7.2 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

- 1.8 It is BDA's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the BDA:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BDA, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive BDA of the benefits of free and open competition.
 - (b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
 - (d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded BDA-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a BDA-financed contract; and
 - (e) will have the right to require that, BDA to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by BDA.
- 1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by BDA in accordance with the above sub para 1.8 (d).
- 1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

- 2.1 Consultants may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consultant, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

- 3.1 Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

- 3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

- 3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

- (i) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the consultant.
- (ii) It is desirable that the all the key professional staff proposed be permanent employees of the Consultant or has an extended and stable working relation with it for at least 2 years.
- (iii) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.
- (iv) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- (v) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

- 3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

- (i) A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and Consultant's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
- (iii) A description of the methodology and work plan for performing the assignment (Section 3D).
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- (v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).
- (vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- (viii) Any additional information requested in the Data Sheet.

- 3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

- 3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.
- 3.7 Consultants shall express the price of their services in Indian Rupees.
- 3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

- 4.1 The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.
- 4.2 An authorized representative of the Consultant initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.
- 4.3 For each Proposal, the Consultant should prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal should be marked "**Original**" or "**Copy**" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**Financial Proposal**" and warning: "**Do Not Open with the Technical Proposal.**" Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.**"
- 4.5 The completed Technical and Financial Proposal must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any Proposal received after the closing time for submission of proposals shall be returned unopened.
- 4.6 After the deadline for submission of proposals the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with the Client until all submitted proposals are opened publicly.

5. PROPOSAL EVALUATION

General

- 5.1 From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the Consultant to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

- 5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

- 5.4 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one week after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.
- 5.5 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the Consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.
- 5.7 The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The Consultant achieving the highest combined technical/ financial score will be invited for negotiations.

6. NEGOTIATIONS

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

- 6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.
- 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the consultant may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client will invite the Consultant whose proposal received the second highest score to negotiate a contract.

7. AWARD OF CONTRACT

- 7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation (para 5.3)
- 7.2 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. CONFIDENTIALITY

- 8.1 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 winning firm has been notified that it has been awarded the contract.

DATA SHEET

Information to Consultants

Clause Reference

- 1.1 The name of the Client is: **Bangalore Development Authority (BDA)**
The method of selection is: **Quality-and Cost-Based Selection (QCBS)**
- 1.2 A technical and a Financial Proposal are requested: **Yes**~~No~~
The name and objective of the assignment: The name of the assignment is: **Preparation of Revised Master Plan of Bangalore - 2035**. The objective of the Master Planning Consultancy is to assist the BDA with the preparation of Bangalore's Revised Master Plan for 2035 via:
- An analysis and review of Bangalore's current situation
 - Establishing base line data and formulating Master Plan objectives
 - Preparing an integrated geospatial database collecting and collating appropriate data
 - Conducting integrated demographic, enterprise and socio-economic and transport surveys
 - Master Plan Scenario and Option Generation and Consultation
 - Master Plan Preparation, Review and Consultation Process
 - Skill, Knowledge Transfer and Dissemination
 - Preparation of a Development, Implementation and Enforcement Plan
-
- 1.3 The Assignment is phased: **Yes**~~No~~
The phasing is broadly as follows:
1. Prepare basemap
 2. Prepare existing land use map
 3. Draft proposals and zoning regulations
 4. Seek objections and suggestions from public
 5. Deliver final proposals and reports
- However the deliverables are as mentioned in the detailed Terms of Reference.
- 1.4 A pre-proposal conference will be held: **Yes** ~~No~~
Date: 26th June 2012
Time: 11 am
Venue: Board Room
Bangalore Development Authority,
T. Chowdaiah Road,
Kumara Park West,
Bangalore - 560 020.
- The name, address, and telephone/numbers of the Client's Officialis:
Town Planner Member
Bangalore Development Authority,
T. Chowdaiah Road,
Kumara Park West,
Bangalore - 560 020.
Telephone/FAX: +91-80-23443206
Email: bda.tpm@gmail.com
- 1.5 **The Client will provide the inputs: as indicated in Section 5 (page 43).**
BDA would authorize the Consultant to collect the available data from BBMP, BMRDA, BMRCL, BMTC, Traffic Police, Transport Department, NHAI and/or any other related agencies.

- 1.7.2 The Client envisages the need for continuity for downstream work: ~~Yes~~ **No**
It is envisaged that the Consultant will hand-hold the Client for about 1 year post preparation of the Draft Master Plan 2035 in its implementation and enforcement as part of this Consulting assignment. Details are as mentioned in the Terms of Reference.
- 1.11 The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.
- 2.1 Written queries / clarifications, if any, shall be submitted on or before: 25th June 2012. No queries will be entertained after 26th June 2012.
- The address for requesting clarifications is:
**Town Planner Member
Bangalore Development Authority,
T. Chowdaiah Road,
Kumara Park West,
Bangalore - 560 020.
Telephone/FAX: +91-80-23443206
Email: bda.tpm@gmail.com**
- 3.1 Proposals should be submitted in the following language(s): English
- 3.3 (i) Shortlisted Consultant may associate with other shortlisted Consultant: ~~Yes~~ **No**
- (ii) The estimated number of key professional staff months required for the assignment is: To be estimated by the Consultant appropriately.
- (iii) The minimum required experience and number of proposed key professional staff is:
- (i) Team Leader (1 no.): 15 years
 - (ii) Town Planners / Urban & Regional Planners (4 nos.): 15 years
 - (iii) Transport Planners (2 nos.): 10 years
 - (iv) Urban Designer (1 no.): 10 years
 - (v) Economist and Financial Analyst (1 person each): 10 years
 - (vi) Institutional Specialist (1 no.): 10 years
 - (vii) GIS Specialist (1 no.) and Analysts (3 nos.): 5 years
 - (viii) Social Scientists (2 nos.): 10 years
 - (ix) Statistician (1 no.) and Survey Specialists (3 nos.): 10 years
- (iv) Reports which are part of the assignment must be written in the following language: English
- 3.4 (vii) Training is an important feature of this Assignment: ~~Yes~~ **No**
It is expected that the Consultants will provide appropriate training to designated BDA officials, including Knowledge and Skill Transfer as detailed in the Terms of Reference.
- (viii) Additional Information in the Technical Proposal includes details of deliverables including reports, maps, knowledge and skill transfer.
- 3.10 Proposals must remain valid **90 days** after the submission date.
- 4.3 Consultants must submit 1 original and 5 additional copies of each proposal.

- 4.4 The proposal submission address is:
**Town Planner Member
Bangalore Development Authority,
T. Chowdaiah Road,
Kumara Park West,
Bangalore - 560 020.**

The information on the outer envelope should also include:**Technical and Financial Proposal for Preparation of Master Plan for 2035.**

- 4.5 Proposals must be submitted not later than the following date and time:**31st July 2012, 5:30 pm.**

- 5.1 The address to send information to the Client is:
**Town Planner Member
Bangalore Development Authority,
T. Chowdaiah Road,
Kumara Park West,
Bangalore - 560 020.**

- 5.3 The number of points to be given under each of the evaluation criteria are detailed out in following table:

Evaluation Criteria for Preparation of Revised Master Plan of Bangalore 2035		
S.No	Evaluation Criteria	Points
1	Specific experience of the consultants related to the Assignment	10
1a.	Experience in preparation of Master Plan:	3
	(i) At Global and National and Regional/State level	3
	(ii) At National and Regional/State level	2
	(iii) At Regional/State level	1
1b.	Specific experience of the Consultants for preparing the Master Plan for an area	2
	(i) Greater than 1000 sq. km	2
	(ii) Between 500 to 1000 sq. km	1
2	Adequacy of the proposed work plan and methodology in responding to the TOR (presentation before the Evaluation Committee)	15
2a.	Identification of Tasks	5
2b.	Methodology employed	5
2c.	Timelines ascribed to each task	5
3	Qualifications and competence of the key professional staff for the Assignment	60
3a.	Number of Professionals employed based on Qualification and Competency (Key Staff)	52
	(i) Team Leader	12
	(a) Academic qualification (in Urban / Regional Planning) PhD: 3 points; Masters: 2 points; Bachelors: 1 point)	3
	(b) Experience in leading similar projects related to Master Planning	6
	(c) Relevant experience (> 15 yrs: 3 points; 10-15 years: 2 points; 5-10 years: 1 point)	3
	(ii) Town Planners / Urban and Regional Planners	8
	(a) Academic qualification (Masters: 3 points; Bachelors: 2 point)	3
	(b) Experience in leading similar projects	2
	(c) Relevant experience (> 15 yrs: 3 points; 10-15 years: 2 points; 5-10 years: 1 point)	3
	(iii) Transportation Planners	8
	(a) Academic qualification (Masters: 3 points; Bachelors: 2 point)	3
	(b) Experience in leading similar projects	2
	(c) Relevant experience (> 15 yrs: 3 points; 10-15 years: 2 points; 5-10 years: 1 point)	3
	(iv) GIS Specialist and Analyst	6
	(a) Academic qualification (Masters: 3 points; Bachelors: 2 point)	3
	(b) Experience in leading similar projects	1
	(c) Relevant experience (> 5yrs: 2 points; 3 to 5 years: 1 point)	2
	(v) Urban Designer, Environmental Planner and Social Scientists	9
	(a) Academic qualification (Masters: 3 points; Bachelors: 2 point)	3
	(b) Experience in leading similar projects	4
	(c) Relevant experience (> 5yrs: 2 points; 3 to 5 years: 1 point)	2
	(vi) Statisticians, Economist and Financial Analyst, and Institutional Specialist	9
	(a) Academic qualification (Masters: 3 points; Bachelors: 2 point)	3
	(b) Experience in leading similar projects	4
	(c) Relevant experience (> 5yrs: 2 points; 3 to 5 years: 1 point)	2
3b.	Presence of legal team with experience on urban land laws	5
3c.	Knowledge about Kannada (speak/read/write) by the key staff	3

4	Suitability of the transfer of knowledge program (training) and Implementation Support	15
4a.	Previous / demonstrated experience of knowledge transfer and implementation support with any Indian government planning agencies	5
4b.	Capacity for knowledge transfer and implementation support	10
	(i) <i>Implementing and operating appropriate software</i>	3
	(ii) <i>Technical staff for training</i>	4
	(iii) <i>In-house facilities</i>	3
Total		100

5.8 **The minimum technical score required to pass is : 70 Points**

The formula for determining the financial scores is the following:

[$S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price, and F the price of the proposal under consideration]

The weights given to the Technical and Financial Proposals are:

TP= 0.80, and FP= 0.20

6.1 The address for negotiations is:

**The Commissioner,
Bangalore Development Authority,
T. Chowdaiah Road,
Kumara Park West,
Bangalore - 560 020.**

7.2 The Assignment is expected to commence in **September 2012** at Bangalore.

Faithfully,

[Bangalore Development Authority]

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

- 3A. Technical Proposal submission form.
- 3B. Consultant's references.
- 3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.
- 3D. Description of the methodology and work plan for performing the assignment.
- 3E. Team composition and task assignments.
- 3F. Format of Curriculum Vitae of proposed key professional staff.
- 3G. Time schedule for professional personnel.
- 3H. Activity (work) schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

FROM: (Name of Consultant)

TO: (Name and Address of Client)

Ladies/Gentlemen:

Subject: Hiring of Consultancy Service for _____

_____ Technical Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

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

We remain,

Yours faithfully,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:

3B. CONSULTANT'S REFERENCES**Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications**

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Key professional staff Provided by Your Firm/entity(profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Rs.M):
Name of Associated Consultants, if any:		No. of Months of Key professional staff, provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Consultant's Name: _____

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Client

- 1.
- 2.
- 3.
- 4.
- 5.

CONSULTANT'S NAME:

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/ Managerial Staff

Sl. No.	Name	Position	Task
1.			
2.			
3.			
4.			
..			
..			

2. Support Staff

Sl. No.	Name	Position	Task
1.			
2.			
3.			
4.			
..			
..			

**3F. FORMAT OF CURRICULUM VITAE (CV) FOR
PROPOSED KEY PROFESSIONAL STAFF**

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

[Signature of staff member and authorized representative of the Consultant] **Date:** _____
Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Sl. No.	Name	Position	Reports Due/Activities	Months (in the form of a Bar Chart)*												Number of Months
				1	2	3	4	5	6	7	8	9	10	11	12	
1.																Subtotal (1)
2.																Subtotal (2)
3.																Subtotal (3)
4.																Subtotal (4)

Full-time: _____ Part-time: _____
 Reports Due: _____
 Activities Duration: _____

* The Schedule should be for the period of completion of assignment

Signature: _____
 (Authorized Representative)

Full Name: _____

Title: _____

Address: _____

3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items:

		Monthwise Program (in form of GANTT Chart) ++ <i>[1st, 2nd, etc. are months from the start of assignment]</i>											
Sl. No.	Item of Activity (Work)	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th

++ The Program should be for the period of completion of assignment.

B. Completion and Submission of Reports

Reports: *	Programme: (Date)
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

* *Modify as required for the Assignment.*

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

- 4A. Financial Proposal submission form.
- 4B. Summary of costs.
- 4C. Breakdown of costs.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

FROM: (Name of Consultant)

TO: (Name and Address of Client)

Ladies/Gentlemen:

Subject: Hiring of Consultants' Services for _____
_____ Financial Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our Proposal (technical and Financial Proposals). Our attached financial proposal is for the sum of [Amount in words and figures].

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., [Date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

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

We remain,

Yours faithfully,

Authorised Signature:

Name and Title of Signatory:

Name of the Consultant:

Address:

Consulting Charges Amount: Rs. _____
Tax: Rs. _____
Grand Total: Rs. _____

4B. SUMMARY OF COSTS

No.	Description	Amount (Rupees)
I	Remuneration for Key professional staff	
II	Supporting Staff	
III	Transportation	
IV	Duty Travel to Site	
V	Office Rent	
VI	Office Supplies, Utilities and Communication	
VII	Office Furniture and Equipment	
VIII	Reports, Maps and Document printing	
IX	Surveys	
	TOTAL COST	
	Service Tax	
	TOTAL COSTS (Including Service Tax)	

Note: The ceiling cost of the consultancy is as shown in the Summary of Costs. Payments will be made as per stipulations of the Special Conditions of Contract. The break-up of cost as given in formats 4C is to facilitate assessment of reasonableness of costs and conducting negotiations in accordance with clause 6 of the Information to Consultants.

* Modify the items as appropriate for the consultancy assignment.

4C. BREAKDOWN OF COSTS (RS)**I REMUNERATION FOR STAFF**

No.	Position	Name	Rate* (Rs.) **	SM	Amount (Rs)
	<u>Key professional staff</u>				
1.					
2.					
3.					
4.					
5.					
6.					
	Sub-Total				
	<u>Sub-Key professional staff</u>				
1.					
2.					
3.					
4.					
5.					
6.					
	Sub-Total				
	TOTAL				

SM = Staff Month

II. Support Staff

No.	Position	Name	Staff Months	Billing Rate* (Rs) **	Amount(Rs)
1					
2					
3					
4					
				Total :	

* The rates should not include any adjustment for inflation which will be separately paid for in accordance with Clause 6.2 (a) of S.C.C, wherever applicable.

** Provide the breakup of the rates to show the basic salary, social costs and overhead.

III Transportation (Reimbursable) *

Total:

IV. Duty Travel to Site (Reimbursable)*

Total:

V Office Rent (Reimbursable) *

Total:

*Prepare details as appropriate for the consultancy assignment.

VI. Office Supplies, Utilities and Communication (Reimbursable)

No.	Item*	Months	Monthly Rate (Rs)	Amount in (Rs)
1.				
2.				
3.				
4.				

TOTAL : -----

* Prepare details as appropriate for the consultancy assignment.

VII. Office Furniture and Equipment (Reimbursable)

No.	Description(*)	Unit	Quantity	Rate ()	Amount ()
1	<u>Office Furniture (Purchase)</u>				
2					
3					
4					
5					
6					
1	<u>Office Equipment (Purchase)*</u>				
2					
3					
4					
5					
6					
				Total	

* Prepare details as appropriate for the consultancy assignment

VIII. Reports and Document Printing

No.	Description*	Number	No. of Copies	Rate per Copy (Rs.)	Amount (Rs.)
1					
2					
3					
4					
5					
				Total	

IX. Topographical Surveys (if any)*

- Prepare details as appropriate for the consultancy assignment

SECTION 5. TERMS OF REFERENCE

1. BACKGROUND

Bangalore, India

Bangalore, the capital city of Karnataka state, is one of the fastest growing cities in India and is branded the ‘Silicon Valley of India’ for spearheading the growth of Information and Communication Technology (ICT) based industry. With the growth of IT and industries in other sectors (e.g. textiles, light engineering and defence) and the onset of economic liberalization since the early 1990s, Bangalore has taken lead in service-based industries fuelling substantial growth of the city both economically and spatially. Consequently, the prevalent land-use has been under tremendous pressure for conversion to non-agricultural uses, chiefly: residential, institutional, industrial, commercial and transportation.

Bangalore has become a cosmopolitan city attracting people and business alike, within India and internationally. It has become a symbol of India’s integration into the global economy, but is faced with a series of serious structural challenges that are manifesting in poor service delivery, traffic congestion, sprawl, land development conflicts, pockets of severe underdevelopment, flooding and associated risks and a range of institutional, jurisdictional and governance challenges.

Bangalore has witnessed extensive growth in the last decade substantially because of globalization, regional agglomeration and increasing urbanization of growth corridors across southern India. It is however, significantly constrained because of its inland location, severe water resources constraints and the need to diversify urban development across Karnataka.

Bangalore’s urban expansion has extended over the last two decades well beyond the erstwhile Bangalore City Corporation jurisdiction, into the Bangalore Metropolitan Area (BMA). The creation of Bruhath Bangalore Mahanagara Palike (BBMP, Greater Bangalore City Corporation) by the State Government in January 2007 resulted in the addition of 8 neighbouring municipal councils and 110 villages. With several large-scale infrastructure development projects like the Bangalore-Mysore Infrastructure Corridor project, the Bangalore International Airport and the ring roads, Bangalore’s urban outgrowth is no longer confined to the erstwhile city corporation limits but is now spread well beyond.

Bangalore Master Plan: an instrument of Land-use Policy

Indian cities have historically focused on land-use policy as a primary instrument to guide urban development. Other potential instruments include economic development, infrastructure and location policy, industrial, employment and investment policies. All of these instruments, in conjunction with the responses from government, businesses and residents, can shape the future of cities.

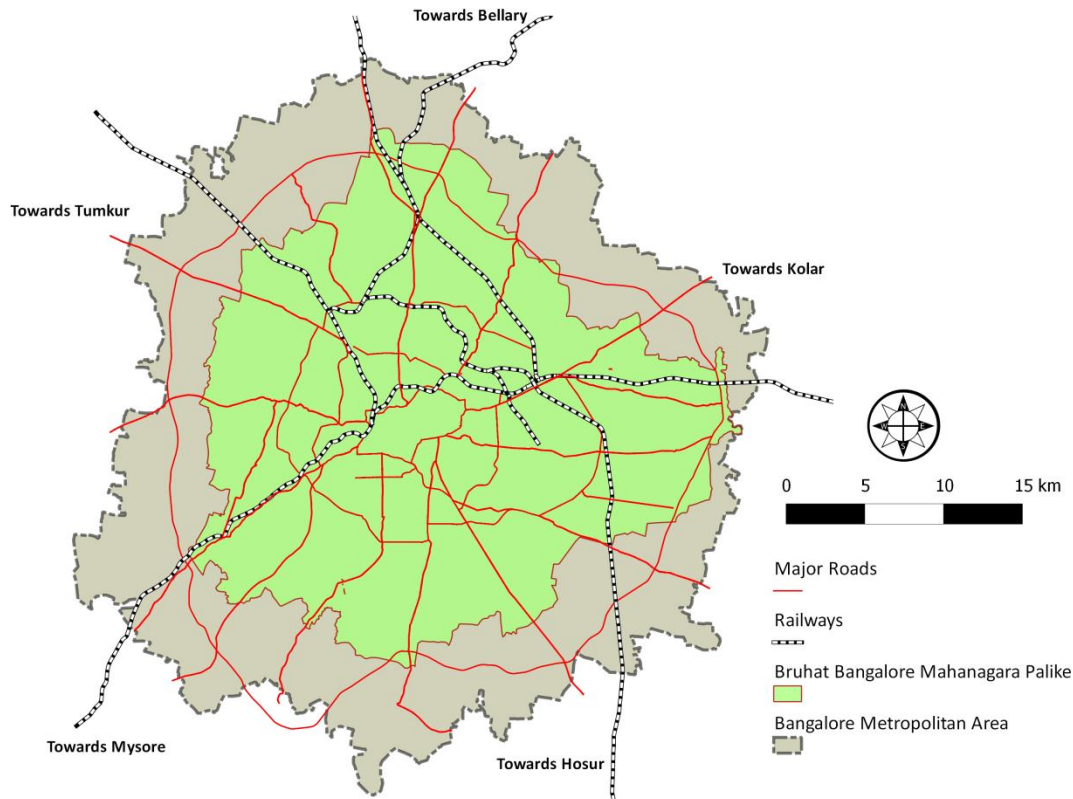


Figure 1: Planning and Municipal Jurisdictions of Bangalore

While most cities across the world especially in East Asia and Latin America have moved to the use of multiple policy instruments to guide urban development, the range of policy tools available to Bangalore have been limited to those defined in the Karnataka Town and Country Planning (KTCP) Act and the mandates of range of para-statal agencies that provide specific services (e.g. BWSSB and BESCOM); industrial land and infrastructure (KIADB), and multi-modal mobility systems (BMTCL and BMRCL).

The land-use policy for urban areas in the state of Karnataka was conceived in the 1960s and guided by the preparation of Comprehensive Development Plans or Master Plans as mandated by the provisions of the Karnataka Town and Country Planning (KTCP) Act of 1961. This KTCP Act enabled preparation of development plans for settlements in Karnataka. Typically historical Master Plans have indicated permissible land-use through zoning, building bye-laws and building height restrictions (through a specified floor-area ratio (FAR) or floor-space-index). This is prepared based on projected future populations and allocations of land-use based on a series of assumptions.

The first step towards planning for development of Bangalore was initiated with the Outline Development Plan (ODP), prepared by the Bangalore Development Committee during the 1970s. The Bangalore Development Authority (BDA) was subsequently created vide the Bangalore Development Authority (BDA) Act of 1976. The BDA is mandated with the task of preparing a Comprehensive Development Plan (CDP) for the Bangalore Metropolitan Area (BDA, 2007).

In 2007, the Government of Karnataka notified the BDA– Revised Master Plan (RMP) 2015 for a Local Planning Area that consists of 387 villages, 7 City Municipal Councils (CMC)

and one Town Municipal Council (TMC). Accordingly in the RMP2015, 56 km² of residential area has been opened up for mixed land use, which means certain commercial activities would be allowed in these areas (Table 1). About 42 per cent or 338 km², has been earmarked for residential use, up from 243 km² earmarked in the Comprehensive Development Plan 1995. An attempt was made to develop strategic and local area plans, and finally, design neighbourhoods- but there were challenges experienced in implementation.

A notable development in the preparation of Bangalore RMP 2015 was the use of high-resolution satellite remote sensing data and Geographic Information Systems (GIS). The high resolution satellite remote sensing data (with a spatial resolution 61 cm) was used to map the actual land-use to compare with the Comprehensive Development Plan 1995. GIS-based methods were also used to map and notify land-use for future growth.

The rapid growth of the city, challenges of managing this growth especially in revenue layouts and ‘urban villages’, difficulty in coordination of economic development and infrastructure interventions and the day-to-day challenges of implementing and enforcing a Master Plan within the complex political and institutional realities of Bangalore have led to an actual land-use that is currently at considerable variance to the previous CDP. This has led to both urban sprawl and wide spread deviations that are often regularised through penalties.

Table 1: Proposed Land-use pattern for 2015 in BDA area

Land-use	Area in sq. km	Percentage
Residential (main)	338.41	42.30
Residential (mixed)	55.94	6.99
Commercial	34.60	4.32
Industrial (general)	39.78	4.97
Industrial (hi-tech)	47.25	5.91
Public and semi-public	39.13	4.89
Traffic and Transportation	114.16	14.27
Public Utilities	11.53	1.44
Park and open space	90.69	11.34
Unclassified	28.52	3.56
Agricultural land	419.50	
Total	1219.50	

(Source: BDA, 2007.Revised Master Plan 2015)

As per Sec.13-D of the KTCP Act, 1961 the Bangalore CDP has to be revised every 10 years. BDA has therefore initiated the process of preparing Bangalore’s next Master Plan.

Opportunities and Challenges during the Revision of the Master Plan

Some critical issues to be addressed during the revision of Master Plan for Bangalore 2035 include:

1. The GIS and time-series economic, social, infrastructural and spatial database that will form the basis for the Master Planning process will need to be assembled and integrated, ideally within the premises of the BDA. This will enable RTI compliance, data security and enable better implementation and enforcement.
2. While the process and output of the Master Plan will be compliant with the requirements of the KTCP Act, a number of new directions will need to be taken that will bring the process in line with current reality and the needs of Bangalore:
 - a. A coordination mechanism will be established to bring the key stakeholders in urban planning, economic development and service provision together to provide inputs to, review Master Plan preparation outputs. This will be chaired by an appropriate Govt. of Karnataka authority.
 - b. A rationalization of planning boundaries will need to be effected to enable better coordinating and convergence with other agencies and stakeholders.
 - c. The Master Plan should be sensitive to the need to develop a liveable; economically and socially inclusive; environmentally sustainable and economically robust and innovative city and involve all key stakeholders, especially the poor and vulnerable in its visioning, development and implementation.
 - d. The process of legally mandated review and objections and public participation has to be integrated into the Plan process at both city and planning district/ward level. The proceedings of this public-facing process will enable transparency should be publicly available. An RTI compliant interface should be established to facilitate this process at the BDA.
 - e. The consultants will assist the BDA in implementation and enforcement of the Master Plan, using GIS-based technologies and establishing standard processes, and protocols and the institutional capacity within BDA during and for a year after the Master Plan preparation.
 - f. The consultants will establish a Master Plan and underlying GIS databases and planning systems that would enable forward compatibility with a transition to an appropriate dynamic spatial Planning Support System (PSS) to enable option creation and appraisal, implementation and appraisal. A public facing sub-section of the PSS and associated IMS could serve as the 'live' document that will transform the perception and effectiveness of the BDA in the public eye and that of elected representatives.

3. The proposed institutional design for the Master Planning process should be adaptive and provide for a potential change in the statutory and institutional arrangements for Bangalore's governance, potentially during the Master Plan preparation and almost certainly over the life-time of its implementation.

2. OBJECTIVES

The objective of the Master Planning Consultancy is to assist the BDA with the preparation of Bangalore's Revised Master Plan 2035 via

- An analysis and review of Bangalore's current situation
- Establishing base line data and formulating Master Plan objectives
- Preparing an integrated geospatial database collecting and collating appropriate data
- Conducting integrated demographic, enterprise and socio-economic and transport surveys
- Master Plan Scenario and Option Generation and Consultation
- Master Plan Preparation, Review and Consultation Process
- Skill, Knowledge Transfer and Dissemination
- Preparation of a Development, Implementation and Enforcement Plan

3. DETAILS OF THE TASKS TO BE CARRIED OUT

Activity 1: Inception

The Consultants shall submit an inception report within 2 months of the award of contract following consultation with the clients and key stakeholders and a review of data availability. The report should contain a statement of the objectives, detailed methodology and overall plan of action and deployment of personnel and schedule of delivery outcomes and outputs; specification of commissioned surveys and studies. The inception report will present a review of existing data, confirm / propose amendments to the proposed methodology, work plan and schedule of deliverables. It will also provide details of metadata standards, data security, and compliance with data standards.

Activity 2: Analyse and review of Bangalore's present situation

Task 1: Collate different sectoral plans

The Consultants shall collect and collate critical sectoral plans prepared and/or under preparation by relevant government agency on Bangalore. This should at least collate and integrate plans initiated by BBMP, BWSSB, KUID&FC, BMRDA, BMLTA / DULT, DTCP, Urban Development Department, KSCB, BMTC, BMRCL, KSRTC, Transport Department / RTO, NHAI, South-Western Railways, BIAL, BARL, Infrastructure Development Department, KIADB, BESCOM, BSNL, Bangalore City Police, LDA, Department of Forests, Ecology and Environment, KSPCB, Finance Department, Karnataka Forest Department, EMPRI, Archaeological Survey of India, Department of Mines and Geology, Revenue Department, Department of Education, Department of Women and Child Development, Department of Health, Karnataka State Fire and Emergency Services, Directorate of Economic and Statistics, State Planning Board, Public Works and Inland Water

Transport Department, Karnataka Knowledge Commission and any other. The Consultants shall extract the various plans and proposals and identify any mismatches with the current RMP2015 plan and other plans.

Task 2: Review of Bangalore's present situation

The Consultants shall undertake a detailed review of the current Master Plan (Revised Master Plan 2015) and the proposed Structure Plan for Bangalore Metropolitan Region. The Consultants shall assess the impact of the city's development while situating it within the regional context. They shall evaluate the overall plan including the methods employed for plan preparation and its effectiveness in implementation. The Consultants shall identify gaps and critical issues in the Master Plan preparation and implementation including a review of the existing legal framework and governance structure. They shall also review relevant implementation mechanisms for short, medium and long-term time horizon, taking into account feasibility of execution in the prevailing legal and regulatory regime in Karnataka. The Consultants shall evaluate enforcement models and propose appropriate methods for effective enforcement of the revised Master Plan. The Consultants shall also review existing legal, regulatory and institutional framework and make appropriate suggestions of changes to enable the effective implementation of the Revised Master Plan. To this effect, they shall prepare an action plan to address gaps and critical issues. The Consultants shall submit detailed technical notes on:

- Analysis of Revised Master Plan 2015 and proposed Structure Plan for Bangalore Metropolitan Region.
- Gaps identified and critical issues in the Master Plan preparation as applicable to the existing socio-technical-legal-regulatory regime in Bangalore.
- Review of previous relevant implementation mechanisms and leading domestic and international practices.
- Identification and appropriate implementation mechanisms for short, medium and long-term time horizon, taking into account feasibility of execution.
- Evaluation of enforcement models and recommendation of appropriate methods for effective enforcement.
- Review of regulatory and institutional framework and recommendation of appropriate suggestions for enabling implementation of Revised Master Plan 2035.
- Action plan for addressing gaps and critical emergent issues with Revised Master Plan 2035.

Activity 3: Establish base line data for 2012-13 and formulate Master Plan objectives

Task 1: Rationalize and establish jurisdictions for planning districts

The Consultants shall analyse and propose a rationalised common planning jurisdiction for all agencies for seamless integration of data, plans, projects and implementation measures via a consultation / interaction with key Bangalore service utilities and agencies including the BBMP, BWSSB, BESCO and Bangalore Police. For an effective implementation of the Master Plan, the planning district jurisdiction should take into cognisance BBMP ward

boundaries and jurisdictions of all utilities: the police, water supply and sewerage collection, power supply, telecommunications, education and health districts.

Task 2: Prepare base map and existing land-use maps using recent high resolution satellite remote sensing data

The Consultants should update the base map and prepare existing land-use map using the high spatial resolution satellite remote sensing data provided by BDA corresponding to the year 2012. The base map should depict key physical and natural features including streams/drains, water bodies, roads and contours. The base map shall also be superimposed on authenticated cadastral data. The Consultants shall ground truth and validate the base map using DGPS for at least 2 numbers of samples for survey numbers per revenue village. On updation of the base map the Consultants shall validate with Survey numbers using hard copy in consultation with stakeholders.

The preparation of existing land use map shall be undertaken by extensive field survey.

The land-use classification shall be undertaken by supervised classification by making use of adequate number of training site signatures collected from extensive field work for all land-use or manual image interpretation and subsequent verification of classified land-use or any other appropriate methods or other appropriate established methods. The Consultants shall prepare and integrate different layers in geospatial for different land uses including utility infrastructure (like power and energy, water, sewerage and data lines). Geospatial data including road networks and property database from BBMP and requisite geospatial data from key agencies like BWSSB, BESCOM, P&T, BMTC, BMRCL, etc. should be collected / collated by the consultants and integrated with the master geospatial database.

The Consultant shall generate the Digital Surface Model and Digital Elevation Model using the high resolution remote sensing ortho-ready satellite imagery provided by BDA. A 2.0 m contour interval contour map shall also be generated. The Digital Surface Model should clearly depict the heights of features/objects on ground (including buildings, trees, etc.). The Digital Elevation Model shall represent the height information without any information about the surface.

Task 3: Identify and establish deviations in existing land-use with that of proposed land-use of RMP 2015

The Consultants shall identify and establish deviation in existing land-use and circulation pattern compared with that of the land-use stipulated in the Revised Master Plan 2015. This detailed exercise will identify and list deviations for each planning districts as per the RMP2015.

Task 4: Prepare an integrated geospatial database collecting and collating appropriate data

The Consultants shall undertake citywide surveys to collect data to assess the status of:

1. Physical and social infrastructure
2. Economy, livelihood, land and housing
3. Transport, communications and connectivity
4. Risk, vulnerability and potential disaster hot-spots
5. Heritage and culturally significant places

The above survey data will be integrated with the master geospatial database at appropriate scale to assist in Master Plan preparation.

In order to prepare an integrated geospatial database for the above mentioned aspects, the Consultants shall carry-out the following surveys (and any additional surveys that they deem fit) to establish the detailed baseline database.

Ecological Survey: In an attempt to retain the ‘Garden city’ tag, a detailed ecological survey shall be undertaken that would assess the existing flora and fauna (notably: birds, butterflies, mammals, fishes, amphibians and reptiles), and ecological habitats across the local planning area. The activity shall also map all wetlands (tanks and water bodies), streams and drainage (including inventory of drains and canals), parks and open spaces including all protected areas along with their existing status. An inventory of trees and their potential threats due to developmental projects shall be incorporated. The ecological assessment of various parameters has to be vetted by the Centre for Ecological Sciences, Indian Institute of Science, Bangalore.

Hazard and Vulnerability Survey and Assessment: A detailed hazard risk assessment of the major natural and technological hazards that Bangalore is exposed to; a planning area-based assessment of physical, social, economic and environmental vulnerabilities; leading to an integrated risk multi-hazard risk assessment and an identification of hazard hot-spots in the city and its integration with GIS database. If possible, a probabilistic hazard risk assessment over a 25, 50 and 100-year time horizon should be undertaken. The Consultants shall take into cognisance of the Industrial Zoning Atlas prepared by the Karnataka State Pollution Control Board as well.

Mapping of Guidance Values: A detailed mapping based on guidance values for land shall be prepared at appropriate scale within of the local planning area.

Hydrographic/ Hydrogeological Survey and Assessment: The Consultant shall collect information on stream, drain and tank highest flood level (HFL), low water levels (LWL), discharge velocity etc. from available past records, local enquiries and visible signs, if any, on structural components and embankments over a 50-year period. The Consultant shall obtain rain fall data at appropriate grid density and the status of ground and surface water and drainage systems, including an analysis of water quality.

The Consultants shall also prepare a map showing all the water bodies, including *nalas* and tanks in BMA as separate layers: a) as per the revenue records and b) based on satellite remote sensing data provided.

Geological Assessment: The Consultant shall prepare geological maps with data from Geological Survey of India, Department of Mines and Geology and Survey of India. The geological database shall be used to prepare maps at a scale of 1:50,000 for soil, lithology, minerals, and ground water table.

Heritage and Cultural Survey and Assessment: An assessment of the landscape, built, living and cultural heritage elements in Bangalore at an appropriate scale. The survey and assessment shall also define and identify characteristic landscapes and zones of historic, heritage and cultural value, including existing and potential conservation zones and key features. The outcomes should be integrated into an appropriate GIS database.

Task 5: Integrated demographic, enterprise and socio-economic and transport surveys

A series of integrated sample surveys / data collection of households, establishments and enterprises will be undertaken to provide the basis to capture the current demographic, economic and enterprise context and assist in medium and long-term projections based on a structured questionnaire aimed at capturing the dimensions of:

1. Demographic and socio-economic characteristics including age, gender, disability, occupation, social group, consumption basket, assets and income.
2. Establishment and enterprise type, number of workers and throughput.
3. Access to infrastructure and public services including power and energy, telecom, water, sanitation, sewerage and solid waste
4. Comprehensive mobility patterns, including details of modal split for active and motorised transport and congestion corridors and hot-spots. Data from this exercise shall be used to generate an Origin-Destination matrix and that can feed into developing a Transportation Model building on available / existing data from the recent Comprehensive Traffic and Transportation Plan datasets. The data from mobility surveys shall be used for preparing the proposed land use plan.
5. Level of access to social infrastructure including healthcare, education, recreation and public spaces.

The Consultants shall prepare a draft questionnaire, consonant with existing Census/National Population Register, Economic Survey and NSS datasets and submit it to the Review Committee along with a pilot-test an appropriate sample size before undertaking the detailed survey across all planning districts. The Consultants are advised to undertake the detailed survey only after obtaining the consent from the Review Committee.

Task 6: Integrate different sectoral plans with the geospatial database

The Consultants shall collect and collate critical sectoral plans prepared and/or under preparation by relevant government agency on Bangalore. The Consultants shall extract the various plans and proposals and integrate with the master geospatial database at BDA. The Consultants will be responsible for collecting / collating any existing geospatial database and if some of them are not available / accessible, the Consultants will be responsible to create the same.

Task 7: Undertake visioning exercises and formulate the objectives through participative mode at the scale of planning districts and at city scale

Following the integration of the land-use, geospatial database and integrated demographic, enterprise, socio-economic and transport surveys, the Consultants shall prepare a draft Master Plan strategy document identifying key challenges, opportunities and priority areas for intervention. A visioning process for Bangalore in 2035 will be facilitated by via extensive public participation at Planning district and city-wide stakeholder levels, with a strong emphasis on the poor and vulnerable and marginal areas in the city. Documentation of these processes in print and digital video format will have to be made available on the BDA website.

The outcomes of the visioning exercise and objectives formulated shall be duly submitted to the Review Committee as a **City Visioning and Stakeholder Consultation** report for evaluation and ratification after which this shall be made available in the public domain.

Activity 4: Master Plan Scenario and Option Generation and Consultation

Task 1: Generate scenarios and alternative futures for the set objectives at the scale of planning district and at city scale

The Consultants will define the specific objectives, principles, and criteria required to guide the generation of scenarios and alternative futures. The scenario generation and alternative futures should have regard to various policy options, strategies and systems for the said horizon years.

In the process of defining the objectives and generating scenarios, the Consultants shall take cognisance of various policies by the Government of India (GoI) notably the National Urban Transport Policy (NUTP) and National Urban Sanitation Policy (NUSP) by Ministry of Urban Development (MoUD), National Policy for Urban Street Vendors and National Urban Housing and Habitat by Ministry of Housing and Urban Poverty Alleviation (MHUPA), schemes like Jawaharlal Nehru Urban Renewal Mission (JnNURM) by MoUD, Rajiv Awas Yojana by (MHUPA), and all other policies and schemes applicable to Bangalore's context.

The Consultants shall develop a set of scenarios at regional, city and planning district levels based on the identified vision and assessment of the existing situation and future projections. At the strategic planning level, a preliminary assessment of the economic and financial feasibility along with social and environmental impacts is expected for each scenario.

This will be followed by the generation of a series of options at planning district and city scales that encompasses:

- Demographic, economic, employment and investment forecast
- Integrated land-use, physical and social infrastructure and service demand forecasting
- Legal, regulatory and institutional development options

In defining options, the Consultants are expected to pay special attention to the services to poor and the vulnerable. The generation of scenarios and alternative futures should be a combination of policies and physical improvements.

The Consultants are expected to use appropriate established methods in arriving at forecasts for different subsystems and use relevant approaches to integrate the outcomes leading to estimates of future land use based on different criteria. The Consultants are encouraged to integrate the outcomes of their surveys and data collection with an appropriate Planning Support System that would be established within the BDA. Based on this, the Consultants are expected to test the effects of various options generated.

A primary outcome would be the detailed land-use for each planning district at a spatial scale of 1:2000 that integrates various elements of the city system: socio-economic, infrastructure and services and the environment. Alternative land-use futures should be based on integrated analysis that links land-use with housing and livelihoods; mobility; energy, environmental services, socio-economic aspects and the environment.

Task 2: Preparation of Zoning Regulations / Development Control Guidelines and appropriate recommendations of FAR norms

The Consultants shall prepare new and revised zoning regulations for future development and change of land-use. Consultants shall explore, evaluate and recommend whether future development can be pursued with the current land acquisition method or evolving town planning schemes or any other mechanism in practice elsewhere. The consultants shall evaluate the appropriateness of building height restrictions prescribed as Floor-Area-Ratio (FAR) for different land-uses and the sustainability of current regulations. The consultants shall prepare guidelines integrating land-use and transport characteristics along with detailed guideline on density; infrastructure and services norms. They can propose alternative methods to address land-use change and its meaningful development promoting four major criteria: (i) social acceptability; (ii) economic viability; (iii) environmental sustainability; and (iv) financial feasibility

Task 3: Evaluate, visualize and arrive at plans and recommendations at different scales through public participation

A comprehensive evaluation system should be developed in consultation with the BDA and stakeholders taking into account relevant factors such as socio-economic, environmental and political factors, services to the poor and vulnerable, integration of land-use and transportation, capital and operational costs. In principle, the evaluation should be comprehensive on the basis of four major criteria mentioned in Task 2. To this end, the Consultants shall elicit responses in the form of ratings and preferences through consultations and sample surveys, and with key stakeholder groups by way of focus group discussions (FGDs).

The Consultants shall propose plans and integrate recommendations / outcomes across scales through appropriate multi-objective and multi-criteria decision making methods. To this end, the Consultants shall ensure adequate measures in collecting appropriate responses from the citizens and stakeholders. This shall be carried out at the spatial scale of planning district and at city scale, which should result in the recommendation of preferred short, medium, and long

term planning strategy along with detailed explanations for the basis for such plans and recommendations. The recommendations will have to be submitted to the Review Committee for evaluation and ratification.

Task 4: Master Plan Preparation

After the Review Committee's acceptance of the proposed plans and recommendations, the Consultants shall prepare detailed zoning and development plans with detailed notes including data collected, analysis and methods followed, plans proposed and suggested recommendations. The Consultants shall prepare and submit the Draft Master plan with detailed zoning and development plans for each Planning district.

Task 5: Statutory Master Plan Review and Consultation Process

Up on submission of the Draft Master Plan, the Review Committee shall undertake detailed review. Further, the Consultants and Client shall also organize to make available the plans for public viewing after draft approval by the Government and undertake public consultation. Based on the review comments and suggestions received, the Consultants undertake final revisions for the detailed zoning and development plans and guidelines as suggested by the Review Committee. The Consultants shall undertake due process to ensure that all comments, suggestions and recommendations received from the Client / Review Committee and through the public consultation are addressed appropriately at any stage during the preparation of the master plan till the final statutory approval by the Government. The Consultants shall prepare a Compliance note along with report on Master Plan review and consultation process. In addition, the Consultants shall also document the process and outcomes for the Review Committee. The Consultants shall make the compliance note available online.

Task 6: Revised Master Plan Production and Preparation

After receiving the necessary approval from the Review Committee and the Government of Karnataka, the Consultants shall organize to print requisite numbers of the Master Plan document, strategies and guidelines, along with providing support to the BDA to host the digital version online and via an IMS.

Activity 5: Skill, Knowledge Transfer and Dissemination

Task 1: Assessment of BDA Knowledge Transfer Process

The assignment will undertake an assessment of the need for and possible scope of professional development and training required for BDA personnel supporting the Master Plan development and later enforcement. The Consultants should ensure that the key personnel in BDA should be provided with necessary training and ensure knowledge transfer at every stage of Master Plan preparation, implementation and enforcement.

Task 2: Implementation of BDA Knowledge transfer process

Based on the training needs assessment and proposed knowledge transfer process, the Consultants shall implement the training and knowledge transfer process. It is expected that the Consultants shall conduct at least a half to one-day knowledge transfer and sharing workshop at the time of each deliverable. These workshops should be conducted for both

senior and junior officials involved with the overall process including status, progress, methods employed and outcomes. At the end of the assignment, a weeklong training-cum-workshop for the concerned staff/officials of the BDA and other organizations dealing with city affairs will be held.

The Consultants shall also plan to organize at least one exposure visit for senior officials of BDA to any city that demonstrates best practices in planning practices, implementation and enforcement.

The Consultants will have to undertake the knowledge transfer process as indicated in the timelines of activities. This will be one of the key activity of the Consultants in handholding the Client to take forward the master plan implementation and enforcement.

The knowledge transfer process shall encompass transfer of all data collected by the Consultants during the course of Master Plan preparation. All data, in the form of raw data and structured databases (in spreadsheets and/or databases, document form etc.) including the geospatial database shall be submitted in soft as well as hard copy, should be transferred to BDA with copyrights. All the geospatial databases should be handed over in appropriate *.shp file or other appropriate open geodatabase formats, metadata, data model as recommended by the Review Committee.

Further, the revised Master Plan 2035 should be made available in soft-copy to the BDA and any other Government office suggested by the Review Committee.

Task 3: Public engagement & RTI response strategy

After the submission of the Inception Report, the Consultants shall in consultation with the Client, prepare an action plan and evolve a RTI response strategy. One of the goals of this exercise is to make the assignment as transparent as possible. Hence the Consultants shall be prepared to engage with the public in responding to queries, suggestions and comments on the activity.

Task 4: Public engagement & RTI response implementation

With an effective RTI response strategy in place, the Consultants shall be responsible for supporting BDA officials in responding to queries related to preparation of the Master Plan. The consultants will also be expected to engage in public consultations as suggested by the Review Committee from time-to-time and be prepared to provide requisite and appropriate responses to the public on the preparation of the Master Plan, via BDA officials.

Activity 6: Development, Implementation and Enforcement Plan

Task 1: Phased Development & Implementation Plan development

The Consultants shall develop a phased detailed Master Plan implementation road map to enable the successful implementation and enforcement of the revised Master Plan. This should contain recommendations of the key steps and processes that are required, a detailed GANTT chart listing processes with suggested timelines for implementation.

Task 2: Enforcement process and protocol development

The Consultants shall also undertake a detailed study on enforcement process and develop protocols to accomplish this. They shall prepare a road map encompassing all activities

required to ensure successful implementation and enforcement of the revised Master Plan including, but not limited to: institutional frameworks, project planning and management, capacity building, and enforcement mechanisms.

Task 3: Staffing and Investment Budget for Master Plan Implementation & Enforcement

On the basis of comprehensive evaluation the options, the Consultants shall identify staffing and investment requirements for Master Plan implementation and enforcement. Accordingly they shall prepare detailed budget and formulate a short, medium, and long-term investment program for implementation, with a focus on capital investments to be made in the first 5 years, 6-10 years and 11-20 years of the Plan. This will also include possible financial sources and methods for resource mobilization. The Consultants shall base this on stated priorities, prioritize the projects and prepare the phased investment plan accordingly. The Consultants shall also suggest mechanisms for resource mobilization.

Task 4: Master Plan Implementation and Enforcement Support

The Consultants shall prepare a detailed implementation road map for implementation and enforcement of the revised Master Plan. This should contain recommendations of the key steps and processes that are required, a detailed GANTT chart listing processes with suggested timelines for implementation including : institutional frameworks, project planning and management, capacity building, and enforcement mechanisms.

The Consultants shall assist the Client in Master Plan implementation and enforcement by providing adequate and appropriately staffed support team for one-year, after the statutory notification of the revised Master Plan.

Activity 7: Project Management

Task 1: Monthly Progress Reports

The Consultants are expected to submit monthly progress and action taken reports at the end of 3rd month until the end of 35th month of this assignment. The Consultants shall deliver these reports by the 7th day of each calendar month. Release of activity payments will be linked to the timely delivery of these reports.

Task 2: Project Closure Report

On the closure of the project to the satisfaction of the Client, the Consultants shall submit a final project closure report.

4. SCHEDULE FOR COMPLETION OF TASKS

The study shall be completed within a span of 36 months from the date of work order. The time allocation for main milestones is identified as follows:

S.No.	Activities & Tasks	Time (months)	Timeline (elapsed months)																																			
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36
1	Inception	2	▲																																			
2	Analysis and review of Bangalore's present situation	3	▲																																			
2.1	Collate different sectoral plans	1	•																																			
2.2	Review of Bangalore's present situation	2	•																																			
3	Establish base-line data for 2012-13 and formulate Master Plan objectives	10	▲																																			
3.1	Rationalise and establish jurisdictions for planning districts	2	•																																			
3.2	Prepare base map and existing land-use maps using recent high resolution satellite remote sensing data	3	•																																			
3.3	Identify and establish deviations in existing land-use with that of the proposed land-use for 2015	2	•																																			
3.4	Prepare an integrated geospatial database collecting and collating appropriate data	6	•																																			
3.4.1	Physical and social infrastructure	5	•																																			
3.4.2	Land and housing	5	•																																			
3.4.3	Ecological survey	6	•																																			
3.4.4	Hazard & Vulnerability survey and assessment	6	•																																			
3.4.5	Mapping of guidance values	6	•																																			
3.4.6	Hydrologic/Hydrogeological survey and assessment	4	•																																			
3.4.7	Geological assessment	4	•																																			
3.4.8	Heritage and cultural survey and assessment	4	•																																			
3.5	Integrated demographic, enterprise and socio-economic and transport surveys	6	•																																			
3.6	Integrate different sectoral plans with the geospatial database	6	•																																			
3.7	Undertake visioning exercises and formulate the objectives through participative mode at the scale of planning districts and at city scale	4	•																																			
4	Master Plan Scenario, Option Generation and Consultation	18	▲																																			
4.1	Generate scenarios and alternative futures for the set objectives at the scale of planning district and at city scale	6	•																																			
4.1.1	Demographic, economic, employment and investment forecasting	4	•																																			
4.1.2	Integrated land-use, physical and social infrastructure and service demand forecasting	6	•																																			
4.1.3	Legal, regulatory and institutional development option generation	3	•																																			
4.2	Preparation of Zoning Regulations / Development Control Guidelines and appropriate recommendations of FAR norms	4	•																																			
4.3	Evaluate, visualize and arrive at plans and recommendations at different scales through public participation	3	•																																			
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6	Development, Implementation and Enforcement Plan	14	▲																																			
6.1	Phased Development & Implementation Plan development	5	•																																			
6.2	Enforcement process and protocol development	4	•																																			
6.3	Staffing and Investment Budget for Master Plan Implementation & Enforcement	3	•																																			
6.4	Master Plan Implementation & Enforcement support	12	•																																			
7	Project Management	36	▲																																			
7.1	Monthly Progress reports	33	•																																			
7.2	Project Closure Report	1	•																																			
▲	Deliverable																																					
•	Part of the Deliverable																																					

5. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

The Client will supply to the consultant:

- Maps, drawings and reports of RMP 2015, documents like the Structure Plan of BMRDA, CDSP of BBMP prepared for JnNURM, CTTS, IDIP Report by KUID&FC, and other such plans / reports.
- High resolution satellite remote sensing data.
- The consultant will be provided office space within BDA premises.
- The UDPFI guidelines will be made available to calculate provision of social amenities, including requirements in schools and hospitals; provision of resources and infrastructure, including power and hospitals.
- List of all on-going and planned projects readily available with it.

The Client will also assist the Consultant in establishing contacts with the concerned organisations to facilitate the survey and data collection. Client will nominate an officer to liaise with the consultants. The consultants will however, be solely responsible for proper and timely completion of the assignment.

Oversight and Reporting

A Steering Committee will oversee and guide the process of preparation of Revised Master Plan for Bangalore. The Consultants shall present their work to the Steering Committee from time to time. While the Client will make all logistic arrangement for such presentations, the Consultant shall independently arrange at their cost such presentations by their personnel including providing equipment necessary for such presentations and arrange transport and other incidental arrangements for their personnel.

The Steering Committee shall be constituted by the Client and shall be notified to the short-listed Consultant on assignment of the project.

6. FINAL OUTPUTS (I.E., REPORTS, DRAWINGS, ETC.) THAT HAVE TO BE SUBMITTED BY THE CONSULTANT

As per Section 12 of the KTCP Act, the contents of Master Plan shall consist of a series of maps and documents indicating the manner in which the development and improvement of the entire planning area within the jurisdiction of the Planning Authority are to be carried out and regulated.

1. The Master Plan shall include proposals for the following:

- a) Zoning of land use for residential, commercial, industrial, agricultural, recreational, educational and other purposes together with Zoning Regulations.
- b) A complete street pattern, indicating major and minor roads, national highways, and state highways, and traffic circulation pattern, for meeting immediate and future requirements with proposals for improvements

- c) Areas reserved for parks, playgrounds and other recreational uses, public open spaces, public buildings and institutions and areas reserved for such other purposes as may be expedient for new civic developments
- d) Areas earmarked for future development and expansion
- e) Reservation of land for the purposes Central Government, the State Government, Planning Authority or public utility undertaking or any other authority established by Law
- f) Declaring certain areas, as areas of special control and development in such areas being subject to such regulations as may be made in regard to building line, height of the building, floor area ratio, architectural features and such other particulars as may be prescribed
- g) Stages by which the plan is to be carried out

2. The following reports should be published along with the Master Plan:

- a) A report of the surveys carried out before the preparation of Master Plan
- b) A report explaining provisions of Master Plan
- c) Regulations in respect of each land use zone to enforce the provisions of Master Plan and explaining the manner in which necessary permission for developing any land can be obtained from the BDA
- d) A report of stages by which it is proposed to meet the obligations imposed on the BDA by Master Plan

3. Master Plan shall indicate “Heritage Buildings” and “Heritage Precincts” and shall include the regulations made therein for conservation of the same

List of Deliverables

4. While the abovementioned indicates the statutory requirements, the Consultants shall incorporate them in the series of maps and reports as suggested below. The Consultants shall submit 25 copies of all the intermediatereports along with a soft copy. The Consultants shall submit 50 copies of the draft and 100 copies of the final and approved master plan with maps and zoning regulations.

- Vol. 1: Inception Report including revised approach; methodology, staffing & outputs
- Vol. 2: Analysis and Review of Bangalore Master Plan 2015
Details of Maps: Sectoral maps from secondary sources
- Vol. 3: Bangalore Master Plan 2035: baseline report
 - Report on planning jurisdictions and districts
 - Report on base map, existing land-use GIS operationalisation& map production
 - Report with maps on land-use deviations

- Integrated Geospatial database completion report
 - o Ecological survey and assessment report
 - o Hazard & Vulnerability survey and assessment report
 - o Report on land markets and values
 - o Hydrological & hydrogeological survey and assessment report
 - o Geotechnical survey and assessment report
 - o Heritage and cultural survey and assessment report
- Integrated demographic, socio-economic & mobility studies report
- Report on geospatial integration of sectoral plans and infrastructural networks & plans
- City visioning & Stakeholder consultation reports
 - o Report on Planning district level visioning and consultation
 - o Report on City-wide stakeholder visioning and consultation

Details of Maps for Vol. 3:

- Map 3.1: Base map of Bangalore Metropolitan Area showing contours, roads, natural features
- Map 3.2: Map overlaying existing ward boundaries and revised planning district boundaries
- Map 3.3: Existing land use map for the Bangalore Metropolitan Area
- Map 3.4: Set of detailed existing land use maps for the Planning Districts
- Map 3.5: Map showing deviations in the existing land use from the RMP 2015
- Map 3.6: Physiographic Map of BMA showing physical features
- Map 3.7: Map showing presence of protected and ecologically sensitive areas including habitats of endangered species in BMA
- Map 3.8: Hazard maps of BMA showing key vulnerable areas with regard to different hazards (via overlays)
- Map 3.9: Map representing land values across different locations in BMA
- Map 3.10: Geological Map of BMA
- Map 3.11: Map showing historical and heritage sites present in Bangalore
- Map 3.12: Map showing overall, gross residential and net residential densities across different locations in BMA
- Map 3.13: Map showing housing typology across BMA
- Map 3.14: Map showing location and extent of slums across BMA
- Map 3.15: Map showing existing circulation pattern in BMA upto 12 m wide road
- Map 3.16: Map representing existing mobility patterns in BMA (volume counts as key locations, origin-destination)

Map 3.17: Map showing existing storm water drainage network in BMA

Map 3.18: Map showing existing sewerage network and allied utilities in BMA

Map 3.19: Map showing existing water supply network and allied utilities in BMA

- Vol 4: Report on Master Plan 2035 Scenarios, Options & Consultation
 - Report of Integrated land-use forecasting, scenario & Option generation
 - Report on demographic, economic, employment & investment forecasts
 - Report on Integrated land-use and transportation forecasts
 - Report on legal, regulatory and institutional development options
 - Report on city-wide scenarios and citywide and planning district options
 - Report on Planning district options
 - Draft Zoning Regulations; Development Control Guidelines; FAR and density; infrastructure and services norms
 - Visioning and Formulation of objectives through public participation
 - Report on Planning district consultations
 - Report on City wide stakeholder consultations
 - Final Revised Master Plan
 - Draft Master plan with detailed zoning and development plans for Planning districts
 - Report on Draft Master Plan review process
 - Final Revised Master Plan

Details of Maps for Vol. 4:

Map 4.1: Map showing proposed land use map for the Bangalore Metropolitan Area

Map 4.2: Set of detailed proposed land use maps for BMA Planning Districts

Map 4.3: Map showing proposals for slums and informal settlements across BMA

Map 4.4: Map showing proposed circulation pattern in BMA up to 12 m wide road

Map 4.5: Map showing proposed mobility patterns in BMA

Map 4.6: Map showing proposed storm water drainage network in BMA

Map 4.7: Map showing proposed water supply network and allied utilities in BMA

Map 4.8: Map showing proposed sewerage network and allied utilities in BMA

Map 4.9: Map showing existing and proposed solid waste landfill sites in BMA

Map 4.10: Map showing proposed ecologically sensitive and protected areas in BMA

Map 4.11: Map showing existing and proposed power and energy services in BMA

- Vol. 5: Knowledge Transfer to BDA and Public Engagement
 - Report on BDA Knowledge transfer needs

- Master Plan data & Report on Knowledge transfer process
- Report on BDA Public engagement & RTI response strategy
- Report on public engagement & RTI response process outcomes
- Vol. 6: Master Plan Implementation & Enforcement Report
 - Report on Master Plan Implementation
 - Report on Master Plan enforcement
 - Report on Staffing and Investment Budget
- Vol. 7: Project Management Reports
 - Monthly Progress Reports
 - Project Closure Report

All final deliverables like reports and maps, particularly the final approved proposed land use maps (overall and for each planning district) and the zonal regulations shall be submitted in Kannada also.

7. COMPOSITION OF REVIEW COMMITTEE TO MONITOR CONSULTANTS WORK

It is proposed to constitute a Review Committee to monitor the Consultant's work under the Chairmanship of Commissioner, BDA. The composition of the committee shall be notified to the short-listed Consultant on assignment of the project.

8. PROCEDURE FOR REVIEW OF PROGRESS REPORTS, INCEPTION, STATUS, FINAL DRAFT AND FINAL REPORTS

The Review Committee shall meet once every month to review the progress of work, deliberate on the outcomes and give timely guidance and recommendations to the Consultants on the preparation of the Revised Master Plan 2035.

There shall also be Sub-committees constituted by the Review Committee to review domain specific tasks and activities. The Review Committee shall be convened by the Member, Town Planning, BDA.

9. LIST OF KEY PROFESSIONAL POSITIONS WHOSE CV AND EXPERIENCE WOULD BE EVALUATED

- a) Team Leader: 15 years
- b) Town Planners / Urban & Regional Planners: 15 years
- c) Transport Planner: 10 years
- d) Urban Designer: 10 years

- e) Economist and Financial Analyst: 10 years
- f) Institutional Specialist: 10 years
- g) GIS Specialist and Analysts: 5 years
- h) Social Scientists: 10 years
- i) Statistician and Survey Specialists: 10 years

10. RESPONSIBILITY FOR STUDY FINDINGS AND PRODUCTS

All data accomplished by the consultants during the study shall be the property of the client and subject to statutory and confidentiality conditions laid down by the Govt. of Karnataka and the Govt. of India from time to time. The data collected, computer software including licenses purchased during the course of the consultancy assignment should be handed over to client by the consultant free of cost. The consultant shall also hand over raw data, analyzed data on Computer DVDs/CDs/HDDs used by them for data storage. The consultants will operate principally from Bangalore and within the BDA premises.

SECTION VI: CONTRACT FOR CONSULTANT'S SERVICES

between

[Name of Client]

and

[Name of Consultants]

Dated :

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I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 200____, between, on the one hand, _____(hereinafter called the "Client") and, on the other hand, _____(hereinafter called the "Consultants").

[Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows:*

"...(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, _____ and _____ (hereinafter called the "Consultants.")"].

WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract; and

NOW THEREFORE the parties hereto hereby agree as follows:

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

- (a) The General Conditions of Contract (hereinafter called "GC");
- (b) The Special Conditions of contract (hereinafter called "SC");
- (c) The following Appendices:

Appendix A:	Description of the Services	_____
Appendix B:	Reporting Requirements	_____
Appendix C:	Key Personnel and Sub-consultants	_____
Appendix D:	Duties of the Client	_____
Appendix E:	Cost Estimates	_____
Appendix F:	Form of Guarantee for Advance Payments	_____

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.]

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:

- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

FOR AND ON BEHALF OF [NAME OF THE CLIENT]

By
_____(Authorized Representative)

* All notes should be deleted in the final text

FOR AND ON BEHALF OF [NAME OF THE CLIENT]

By
_____ (Authorized Representative)

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

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE CONSULTANTS

_____ [Name of the Member]

By
_____ (Authorized Representative)

_____ [Name of the Member]

By
_____ (Authorized Representative)

etc.

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, as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
- (d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of Karnataka;
- (g) "Local currency" means Indian Rupees;
- (h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract.
- (i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
- (j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a)
- (k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and
- (m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.
- (n) "Third party" means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

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

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification and termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations

under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract 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 (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

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.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Suspension:

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their 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 request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7 Termination

2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultants (or any of their Members) become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BDA, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive BDA of the benefits of free and open competition.

- (e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) If the Client 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 Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, 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 Consultants' obligations to permit inspection, copying and auditing of their accounts and records set forth in Clause GC3.5 (ii) hereof; and
- (iv) any right which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants 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 Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.8 and GC 3.9.

2.7.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client):

- (a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;

- (b) reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) except in the case of termination pursuant to paragraphs (a) through (b) of Clause GC 2.7.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.7.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.7.1 or in Clause GC 2.7.2 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 arbitration pursuant to Clause GC 7 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 Consultants

3.1 General

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or Third Parties.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their 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 remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 Consultants and Affiliates Not to engage in Certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant and any entity affiliated with such Sub-consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

The Consultants 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 of the following activities:

- (a) during the term of this Contract, any business or professional activities in BDA which would conflict with the activities assigned to them under this Contract; and
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be Taken Out by the Consultants

The Consultants (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the SC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.5 Accounting, Inspection and Auditing

The Consultants (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 charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SC); (ii) shall permit the Client or its designated representative periodically, and up to one year from the 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 Client.

3.6 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract; and
- (b) appointing such members of the Personnel as are listed in Appendix C ("Consultants' Sub-consultants' Key Personnel") merely by title but not by name;
- (c) any other action that may be specified in the SC.

3.7 Reporting Obligations

The Consultants shall submit to the Client 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.

3.8 Documents Prepared by the Consultants to be the Property of the Client

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this Contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.9 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

4. Consultants' Personnel and Sub-consultants

4.1 General

The Consultants 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 titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.
- (b) If required to comply with the provisions of Clause GCC 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 Consultants by written notice to the Client, 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 Client'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 Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract.

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 Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

4.4 Working Hours, Overtime, Leave, etc.

- (a) Working hours and holidays for Key Personnel are set forth in Appendix C.
- (b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 **Removal and/or Replacement of Personnel**

- (a) **Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications with approval from the Client.**
- (b) **If the Client (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 Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.**
- (c) **Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants 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.**

4.6 **Resident Project Manager**

If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

5. **Obligations of the Client**

5.1 **Assistance and Exemptions**

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

- (a) 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;
- (b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.2 **Access to Land**

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services.

The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub-consultant or the Personnel of either of them.

5.3 Services, Facilities and Property of the Client

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

5.4 Payment

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause GC 6 of this Contract.

6. Payments to the Consultants

6.1 Payment Schedule

Sr. No.	Description	Payment *
1	Vol. 1: Inception Report	10%
2	Vol. 2: Analysis and Review of Bangalore Master Plan 2015 and Maps	10 %
3	Vol. 3: Bangalore Master Plan 2035: baseline reports and Maps	20 %
4a.	Vol. 4: Reports on Master Plan 2035 Scenarios, Options & Consultation and Maps including submission of draft master plan and zonal regulations	10 %
4b.	Submission of revised final plan and reports	20%
5	Vol. 5: Knowledge Transfer to BDA and Public Engagement	15%
6.	Master Plan Implementation & Enforcement Support #	15 %
	Total	100%

* On approval of the below mentioned deliverables by the Review Committee

This will be released based on satisfactory completion and submitting periodic reports (quarterly) and can be released against Bank Guarantee.

6.2 Currency of Payment

All payments (Remuneration and Reimbursable) shall be made in Indian Rupees

6.3 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:

- (a) The Client shall cause to be paid to the Consultants an advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount specified in the SC, such bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SC, and (ii) to be in the form set forth in Appendix F hereto or in such other form as the Client shall have approved in writing.
- (b) As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials (wherever the reimbursable expenditure is as per actual), of the amounts payable pursuant to Clauses GC 6.3 and 6.4 for such month. Each monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
- (c) The Client shall cause the payment of the Consultants within sixty (60) days after the receipt by the Client of bills with supporting documents (if required). Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client 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 Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.
- (e) All payments under this Contract shall be made to the account of the Consultants specified in the SC.

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

Number of
GC Clause

A. Amendments of, and Supplements to, Clauses in the General Conditions of Contract

[1.1 (h) The Member in Charge is]

[1.4.1 The addresses are:

Client:

Attention :
Cable address :
Telex :
Facsimile :
E-mail :

Consultants:

Attention :-----
Cable address :
Telex :
Facsimile :
E-mail :

[Note¹: Fill in the Blanks]

[1.4.2 Notice will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery;
- (b) in the case of telexes, 24 hours following confirmed transmission;
- (c) in the case of telegrams, 24 hours following confirmed transmission; and
- (d) in the case of facsimiles, 24 hours following confirmed transmission.]

[1.6 The Authorized Representatives are:

For the Client: _____

For the Consultants: _____

[Note: Fill in the Blanks]

[1.7.1 The consultants, Sub-consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.]

[1.7.2 However, the Consultancy Services tax payable for providing this Consultancy Services shall be paid/reimbursed by the Client separately.]

[2.1 The effectiveness of contract shall be on the date.....:]

¹All notes should be deleted in the final text

[2.2 The time period shall bedays *[Note: Fill in 30 days or any other appropriate]* or such other time period as the Parties may agree in writing.]

[2.3 The time period shall be _____ *[Note: Fill in the time period, e.g., 24 months]* or such other time period as the parties may agree in writing.]

[3.4 The risks and the coverages shall be as follows:

- (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel for the period of consultancy.
- (b) Third Party liability insurance with a minimum coverage, of Rs..... for the period of consultancy.
- (c) Professional liability insurance with a minimum coverage equal to estimated remuneration and reimbursable.
- (d) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.]

[Note: Fill in the blanks and delete what is not applicable.]

[3.6(c) The other actions are:

Note: If there are no other actions, delete this Clause SC 3.7 from the SC. If the Services consist of civil works, the following should be added here:

"(i) taking any action under a civil works contract designating the Consultants as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required".]

[3.8 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

[4.6 *Note: If there is a resident project manager, state here: "The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.6." If there is no such manager, delete this Clause SC 4.6 from the SC.]*

[5.1 *Note: List here any changes or additions to Clause GC 5.1. If there are no such changes or additions, delete this Clause SC 5.1 from the SC.]*

[6.1(b) The ceiling amount of contract is: _Rs._____]

[6.2(a)*Note: In order to adjust the remuneration for inflation, a price escalation provision should be included here if the contract has a duration of more than 18 months or if the inflation is expected to exceed 5% per annum. The escalation should be made every 12 months after the date of the contract for remuneration. A sample provision is provided below for guidance:*

"Payments for remuneration made in accordance with Clause GC 6.2(a) shall be adjusted as follows:

Remuneration paid pursuant to the rates set forth in Appendix E shall be adjusted every twelve (12) months (and, for the first time, with effect for the remuneration earned in the .13th calendar month after the date of the Contract) by applying a factor of 6%¹ per annum

- [6.2(b) (1) It is understood (i) that the remuneration rates shall cover such salaries and allowances as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges, overhead, and Consultants' fee, (ii) that bonuses or other means of profit-sharing shall not be allowed as an element of overhead, and (iii) that any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.
- (2) Remuneration for periods of less than one month shall be calculated on a calendar-day basis for time spent and attributable to the assignment (one day being equivalent to 1/30th of a month).
- (3) The rates for Personnel are set forth in Appendix E].

[6.2(c)The reimbursable expenditures shall be the following:

- (1) an allowance (to cover boarding and/or lodging) for each of the personnel who have to work outside their normal duty station, at the rates specified in Appendix E;
- (2) the cost of local transportation, office accommodations, camp facilities, camp services, subcontracted services, soil testing, equipment rentals, supplies, utilities and communication charges, all if and to the extent required for the purpose of the Services, at rates specified in Appendix E;
- (3) the cost of equipment, materials and supplies to be procured as specified in Appendix E;
- (4) the cost of any subcontract required for the Services and approved in writing by the Client;
- (5) any such additional payments for properly procured items as the Parties may have agreed upon pursuant to the provisions of Clause GC 6.1(c); and
- (6) the cost of such further items as may be required by the Consultants for the purpose of the Services, as agreed in writing by the Client.

[Note : Items that are not applicable should be deleted; others may be added.]

[6.4(a)The following provisions shall apply to the advance payment and the advance payment guarantee:

- (1) An advance payment of Rs._____ shall be made within 15 days after receipt of advance payment guarantee. The advance payment will be set off by the Client in equal installments against the statements for the first _____ months of the Service until the advance payment has been fully set off.
- (2) The bank guarantee shall be for an amount of Rs.

[6.4(c)The interest rate is Rs.5%²per annum]

[6.4(e)The account is:-----]

[Note: Fill in the blanks]

7.2 Disputes shall be settled by arbitration in accordance with the following provisions :

¹ Modify appropriately keeping in view the inflation rate and the general salary increases for the year.

² Modify appropriately.

7.2.1 **Selection of Arbitrators**

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with provisions made by BDA in Bangalore jurisdiction.

7.2.2 **Rules of Procedure**

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India

7.2.3 **Substitute Arbitrators**

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

7.2.4 **Qualifications of Arbitrators**

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

7.2.5 **Miscellaneous**

In any arbitration proceeding hereunder:

- (a) proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.
- (b) the English language shall be the official language for all purposes
- (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. APPENDICES

Appendix A: Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

Appendix B: Reporting Requirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]

Appendix C: Key Personnel and Sub-consultants

[List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. experience of Key Personnel to be assigned to work , and staff-months for each.

C-2 List of approved Sub-consultants [if already available]; same information with respect to their Personnel as in C-1 through C-2)]

Appendix D: Services and facilities to be provided by the Client

[List here under:

F-1 Services, facilities and property to be made available to the Consultants by the Client.]

Appendix E: Cost Estimates in Indian Rupees

List hereunder cost estimate :

- 1. Monthly rates for local Personnel (Key Personnel and other Personnel)*
- 2. Reimbursable expenditures :*

Appendix F: Form of Bank Guarantee for Advance Payments
(Reference SC Clause 6.4 (a) of Contract)
(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: _____ Bank Guarantee: _____ Date: _____

Dear Sir,

In consideration of M/s. _____ (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. _____ (hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. _____ dated _____ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at _____ for _____ Contract (hereinafter called the "Contract")

(scope of work)

and the Client having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to _____ (in words and figures) as an advance against Bank Guarantee to be furnished by the Consultant.

We _____ (Name of the Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Consultant to the extent of _____ as aforesaid at any time up to _____ @ _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force up to and including _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 19____ at _____

WITNESS

(signature) _____ (signature)

(Name) _____ (Name)

(Official Address) _____ Designation (with Bank stamp)

Attorney as per Power of
Attorney No. _____ Dated _____

Note : The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India

LIST OF ABBREVIATIONS

BARL	Bangalore Airport Rail Link Limited
BBMP	Bruhat Bangalore MahanagaraPalike
BDA	Bangalore Development Authority
BESCOM	Bangalore Electricity Supply Company Ltd.
BIAL	Bangalore International Airport Limited
BMA	Bangalore Metropolitan Area
BMLTA	Bangalore Metropolitan Land Transport Authority
BMRCL	Bangalore Metro Rail Corporation Limited
BMRDA	Bangalore Metropolitan Region Development Authority
BMTC	Bangalore Metropolitan Transport Corporation
BSNL	Bharat Sanchar Nigam Limited
BWSSB	Bangalore Water Supply and Sewerage Board
CD	Compact Disc
CDP	Comprehensive Development Plan
CDSP	City Development Strategy Plan
CMC	City Municipal Council
CTTS	Comprehensive Traffic and Transportation Study
DTCP	Directorate of Town and Country Planning
DTM	Digital Terrain Model
DULT	Directorate of Urban Land Transport
DVD	Digital Video Disc
FAR	Floor Area Ratio
FGD	Focus Group Discussions
GIS	Geographic Information System
HDD	Hard Disc Drive
HFL	Highest Flood Level
ICT	Information and Communication Technologies
IDIP	Infrastructure Development and Investment Plan
IMS	Internet Map Server
IRC	Indian Road Congress
ITC	Information to Consultants
JnNURM	Jawaharlal Nehru National Urban Renewal Mission
KIADB	Karnataka Industrial Area Development Board
KSCB	Karnataka State Slum Clearance Board
KSPCB	Karnataka State Pollution Control Board
KSRTC	Karnataka State Road Transport Corporation
KTCP	Karnataka Town and Country Planning Act
KUID&FC	Karnataka Urban Infrastructure Development and Finance Corporation
LDA	Lake Development Authority
LWL	Low Water Levels

MPC	Metropolitan Planning Committee
MHUPA	Ministry of Housing and Urban Poverty Alleviation
MoSRT&H	Ministry of Surface Road Transport and Highways
MoUD	Ministry of Urban Development
NGO	Non-Governmental Organisation
NHAI	National Highways Authority of India
NSS	National Sample Survey
NUSP	National Urban Sanitation Policy
NUTP	National Urban Transport Policy
ODP	Outline Development Plan
PSS	Planning Support System
QCBS	Quality and Cost Based Selection
RAY	Rajiv Awas Yojana
RFP	Request for Proposals
RMP	Revised Master Plan
RTI	Right to Information Act
RTO	Regional Transport Office
TMC	Town Municipal Council
UDD	Urban Development Department, Govt. of Karnataka
ULB	Urban Local Body