

Bundelkhand Industrial Development Authority

International Competitive Bidding (ICB)

Request for Proposal

for

**Hiring a Consultant for Preparation of Vision Document & Master Plan
2045 for Bundelkhand Industrial Development Authority (BIDA)**

Issued by:

Bundelkhand Industrial Development Authority

First floor, Pahariya guest house,
Irrigation department, Mata Tila Colony,
Jhansi, Uttar Pradesh

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BIDA
Buldelkhand Industrial Development Authority
International Competitive Bidding (ICB)

REF: 162/MKA/BIDA/2023-24

Request for Proposal (RfP) for "Hiring a Consultant for Preparation of Vision Document & Master Plan 2045 for Bundelkhand Industrial Development Authority (BIDA)"

The Government of UP has envisaged the development of Bundelkhand Development Authority to achieve accelerated development and balanced regional industry agglomeration in the state of Uttar Pradesh.

Online tenders through e-procurement are invited by Uttar Pradesh State Industrial Development Authority from interested bidders for **"Hiring a Consultant for Preparation of Vision Document & Master Plan 2045 for Bundelkhand Industrial Development Authority (BIDA)"**. The salient features of the project, eligibility criteria and prescribed formats for submission can be accessed in the RfP document uploaded on the website: www.etender.up.nic.in

**Buldelkhand Industrial Development
Authority**
First floor, Pahariya guest house,
Irrigation department, Mata Tila Colony,
Jhansi, Uttar Pradesh

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1 Data Sheet

| | | |
|----------------------|--|--|
| 1 | Name of the Bid | Hiring a Consultant for Preparation of Vision Document & Master Plan 2045 for Bundelkhand Industrial Development Authority (BIDA) |
| 2 | Time-period of contract | 10 months (milestone-based engagement) |
| 3 | Method of selection | Quality-cum-Cost Based Selection (QCBS) (80:20) |
| 4 | Bid Processing Fee | INR 50000 (Indian rupees Fifty thousands only) |
| 5 | Earnest Money Deposit (EMD) | INR 2500000 (Indian rupees twenty five Lakh only) |
| 6 | Financial Bid to be submitted together with Technical Bid | Yes |
| 7 | Name of the Authority's official for addressing queries and clarifications | Mr. Praveen Verma, ACEO First floor, Pahariya guest house, Irrigation department, Mata Tila Colony, Jhansi Email- aceo.bida@eoffice.uplc.in Contact no.- 7839027168 |
| 8 | Proposal Validity Period | 180 days from Proposal Due Date |
| 9 | Schedule of Bidding Process | |
| | Task | Key Dates |
| | Bid upload date/time | 07 th Feb 2024 |
| | Bid Start Date | 07 th Feb 2024 |
| | Last date of receiving queries | 14 th Feb 2024 |
| | Pre-bid conference | 20 th Feb 2024 |
| | Bid End Date | 08 th Mar 2024 till 04:00 PM |
| | Opening of Technical Bids | 08 th Mar 2024 at 04:30 PM |
| | Technical presentation | 11 th Mar 2024 |
| | Opening of Financial Bid | 16 th Mar 2024 |
| | Issuance of Letter of Award (LOA) | 16 th Mar 2024 |
| Signing of Agreement | To be communicated at a later stage | |
| 10 | Consortium to be allowed | No |
| 11 | Sub-contracting is allowed | No |

2 Instructions to Bidders

2.1 Introduction

- (i) The Client named in the data sheet will select a consulting firm/ organization (the Consultant), in accordance with the method of selection specified in the data sheet. Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by Client through the selection process specified in this RFP(the "Selection Process"). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that Client's decisions are without any right of appeal whatsoever.
- (ii) The Applicants shall submit the proposals online through Uttar Pradesh e- Procurement Portal i.e. www.etender.up.nic.in. Bid proposals received in the manual form at the client's address will not be accepted.
- (iii) The term "Applicant" refers to a single entity or the group of entities coming together to execute the assignment. The Proposal will form the basis for contract signing with the selected Consultant.
- (iv) The Applicant shall submit the Proposal in the form and manner specified in this RFQ CUM RFP. It is the responsibility of the Bidder to submit the bid before the last date and time on the online portal, and BIDA shall not be responsible for any delay due to any of the technical/server issues.
- (v) The Proposal shall be submitted as per the forms given in relevant sections herewith. Upon selection, the Applicant shall be required to enter into a contract with the Client in the form specified in this RFP(the "Contract").
- (vi) Applicants should familiarize themselves with local conditions and take them into account in preparing their Proposals.
- (vii) The Client will timely provide, at no cost to the Consultants, the inputs and facilities required to carry out the services, and provide relevant project data and reports related to the Assignment available with the Client. However, for avoidance of doubt, it is hereby clarified that the aforesaid data/ information provided under the RFP or to be provided later, is only indicative and solely for the purposes of rendering assistance to the Applicants towards preparation of their Proposals. The Applicants are hereby advised to undertake their own due diligence (to their complete satisfaction) before placing reliance on any such data/information furnished or to be provided later by the Client and/ or any of his consultants.
- (viii) Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Client or any other costs incurred in connection with or relating to its Proposal. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Applicants.
- (ix) Client requires that the Consultant provides professional, objective, and impartial advice and at all times hold Client's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.

The Consultant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of Client and the Project.

- (x) It is the Client's policy to require that the Consultants observe the highest standard of ethics during the Selection Process and execution of such contracts. In pursuance of this policy, the Client:
 - 1. defines, for the purposes of this provision, the terms set forth below as follows:
 - a) "Corrupt practice" means the offering, giving, receiving, or soliciting anything of value to influence the action of officials in the Selection Process or in contract execution; and
 - b) "Fraudulent practice" means a misrepresentation of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to the Client, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the Client of the benefits of free and open competition.
 - 2. will reject the Proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing for the contract in question.
 - 3. will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the contract.

- (xi) Arbitration: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFQ CUM RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be Lucknow and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.
- (xii) Termination of Contract: Client will have the right to terminate the contract by giving 30 (thirty) days written notice. In the event of termination for no fault of Consultant, the Client will reimburse all the expenses incurred by the Consultant (upon submission of proof) including closing-up of the project. If the contract is terminated due to the fault of the Consultant or in case of termination of the contract by the Consultant for reasons not attributable to the Client, the Client will forfeit the performance security of the Consultant.
- (xiii) Details related to timelines and submission of deliverables at each stage is given in the TOR.
- (xiv) The Proposal shall be valid for a period of not less than 180 (one hundred and eighty) days from the Proposal Due Date (the "PDD").
- (xv) Brief Description of the Selection Process: The Client has adopted a three-stage selection process (collectively the "Selection Process") for evaluating the Proposals. The Bids shall comprise of three parts namely the Pre-Qualification, Technical and Financial Proposals. The Pre-Qualification Proposal shall be submitted online titled Request for Qualification (RFQ) along with the processing fee and bid security. The Technical Proposal and Financial Proposal shall be submitted online in the relevant sections. The submissions for Pre- Qualification shall be evaluated first as specified in this RFQ cum RFP. Subsequently the technical evaluation as specified in this RFP will be carried out only for those Applicants who meet the Pre-Qualification criteria. Based on this technical evaluation, a list of technically qualified Applicants shall be prepared. Only the Financial Proposals of technically qualified Applicants will be opened. Proposals will finally be ranked according to their combined technical and financial scores as specified in this RFQ cum RFP.
- (xvi) Number of Proposals: No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually shall not be entitled to submit another application, as the case may be.
- (xvii) Visit to the Client and Verification of Information: Applicants are encouraged to submit their respective Proposals after visiting the office of the Client or its delegates as the case may be and ascertaining for themselves the availability of documents and other data with the Client, Applicable Laws and regulations or any other matter considered relevant by them.
- (xviii) Right to reject any or all Proposals:
1. Notwithstanding anything contained in this RFQ CUM RFP, the Client reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
2. Without prejudice to the generality of above, the Client reserves the right to reject any Proposal if:
a) at any time, a material misrepresentation is made or discovered, or
b) the Applicant does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.
3. Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/ rejected, then the Client reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.
- (xix) Acknowledgement by Applicant
1. It shall be deemed that by submitting the Proposal, the Applicant has:
a) made a complete and careful examination of the RFQ CUM RFP;
b) received all relevant information requested from the Client;
c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client;

- d) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e) acknowledged that it does not have a Conflict of Interest; and
- f) agreed to be bound by the undertaking provided by it under and in term hereof.
2. The Client and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Client and/ or its consultant.
- (xx) RFP Processing Fee: The RFP submissions shall be accompanied by a Demand Draft/NEFT/RTGS of INR 50,000.00 (Indian Rupees Fifty thousand only) plus GST @18% in favor of Finance controller "Bundelkhand Industrial Development Authority", payable at Jhansi, India, as a non- refundable RFP processing fee (the "RFP Processing Fee"). Proposals unaccompanied with the aforesaid RFP Processing Fee shall be liable to be rejected by the Client. The scanned copy of the processing fee shall be submitted online at the time of submission of bid proposals. The hard copy of the processing in the form of Demand Draft shall be submitted at the Client's office before last date of submission of proposals. Applicants whose processing fee is not received by the Client before the last date of submission, their proposals will be rejected.

The processing fees can be transferred online as per the following details:

- Account No: 50100495803005
- Account holder name: Bundelkhand Industrial Development Authority
- Bank Name: HDFC Bank, Jhansi
- IFSC Code: HDFC0000453
- Branch Name: Jhansi

Exemption of Fees for MSMEs

The exemption from payment of bid processing fee/tender fee and earnest money as bid security for Micro, Small and Medium Enterprises (MSMEs) will be as per the Public Procurement Policy notified by Ministry of Micro, Small and Medium Enterprises, Govt. of India and Rule 170 (i) of GFR 2017

- (xxi) Project Office: Consultant must establish a Project Office at Jhansi, Uttar Pradesh

2.2 Clarification and amendment of RFP documents

2.2.1 Consultants may seek clarification on this RFP document, within a week of the date of issue of this RFP document. Any request for clarification must be sent by standard electronic means (PDF and word file) to the Client's office addressed to:

Sandeep Kumar, Manager(Admin),
First floor, Pahariya guest house,
Irrigation department, Mata Tila Colony,
Jhansi

The Client will endeavor to respond to the queries as per the dates mentioned in the datasheet/ corrigendum. The Client will post the reply to all such queries on www.etender.up.nic.in.

2.2.2 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 a prospective Applicant, modify the RFP documents by an amendment. All amendments/ corrigenda will be posted on www.etender.up.nic.in or www.onlineBIDA.com - BIDA's website. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Client may at its discretion extend the Proposal Due Date.

2.2.3 Date of pre-bid meeting and venue is mentioned in data sheet. Applicants willing to attend the pre-bid should inform client beforehand in writing and email. The maximum no. of participants from an applicant, who chose to attend the pre-bid meeting, shall not be more than two per applicant. The representatives attending the pre-bid meeting shall accompany with an authority letter duly signed by the authorised signatory of his/her organization.

2.3 Clarification and/ or interpretation of reports

After submission of the final reports of each phase by the Consultant, to the satisfaction of the Client, if clarifications are required or doubt arises as to the interpretation of anything included in the reports, consultant shall, on receipt of written request from the Client, furnish such clarification to the satisfaction of Client within five (05) working days without any extra charge.

2.4 Ownership of document and copyright

All the study outputs including primary data shall be compiled, classified and submitted by the Consultants to the Client in hard and soft copies in addition to the requirements for the reports and deliverables indicated in the TOR. The study outputs shall remain the property of the Client and shall not be used for any purpose other than that intended under these terms of reference without the permission of the Client.

2.5 EMD

2.5.1 An EMD in the form of a Demand Draft/NEFT/FDR/Bank Guarantee, from a scheduled Bank in India in favour of 'Finance Controller, Bundelkhand Industrial Development Authority', valid for 180 days from the PDD, payable at Jhansi, for the sum of Rs 25,00,000/- (Rupees Twenty five Lakh Only) shall be required to be submitted by each Applicant ("EMD").

2.5.2 The scanned copy of the bid security/transfer details shall be submitted online at the time of submission of bid proposals. The original hard copy of the bid security in the form of Bank Guarantee shall be submitted at the Client's office before last date of submission of proposals. Applicants whose bid security is not received by the Client before the last date of submission, their proposals will be rejected.

The details for online transfer of bid security are as under:

- Account No: 50100495803005
- Account holder name: Bundelkhand Industrial Development Authority
- Bank Name: HDFC Bank, Jhansi
- IFSC Code: HDFC0000453
- Branch Name: Jhansi

2.5.3 Client will not be liable to pay any interest on bid security deposits. Bid security of unsuccessful Applicants shall be returned, without any interest, within two months after signing the contract with the Selected Applicant or when the selection process is cancelled by Client. The Selected Applicant's Bid Security shall be returned, without any interest upon the Applicant signing the contract and furnishing the Performance Security in accordance with provision of the RFP and contract.

2.5.4 Client will be entitled to forfeit and appropriate the bid security as mutually agreed loss and damage payable to Client in regard to the RFP without prejudice to Client's any other right or remedy under the following conditions:

1. If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP (including the Standard Form of Contract);
2. If any Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time,
3. In the case of the Selected Applicant, if the Selected Applicant fails to sign the contract or provide the Performance Security within the specified time limit, or
4. If the Applicant commits any breach of terms of this RFP or is found to have made a false representation to Client.

2.5.5 Performance Security equivalent to the amount indicated in this RFP shall be furnished before signing of the contract in the form of a Bank Guarantee in the format specified in RFP document.

For the successful bidder the Performance Security shall be retained by Client until the completion of the assignment by the Consultant and be released 2 years (two years) after the completion of the assignment.

2.6 Eligibility of applicants

2.6.1 The Applicant for participation in the Selection Process as a single entity.

2.6.2 An Applicant may either be a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act/applicable laws of its country of origin.

2.6.3 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be

disqualified. In the event of disqualification, the Client will forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, the time, cost and effort of the Client including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Client hereunder or otherwise. Similar projects to be construed are Detailed Master Planning and Preliminary Engineering etc.

2.6.4 An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

1. a constituent of such Applicant is also a constituent of another Applicant; or
2. such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
3. such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
4. such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
5. there is a conflict among this and other consulting assignments of the Applicant (including its personnel and sub-consultants) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Client for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
6. a firm which has been engaged by the Client to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as per provisions of this RFQ CUM RFP, conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
7. the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5 percent of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.
8. For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50 percent of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

2.6.5 An Applicant eventually appointed to provide Consultancy for this Assignment/ Project, and its Associates, shall be disqualified from subsequently providing consultancy and/or goods, works, services etc. related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 2 (two)

years from the completion of this Assignment. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5 percent of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

2.6.6 Any entity which has been barred or blacklisted by the Central Government, any State Government, a statutory authority or a public sector undertaking, Multilateral/Bilateral banks as the case may be, from participating in any project during the past 5 (Five) years, and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal either by itself or through its Associate.

2.6.7 An Applicant or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

2.7 Preparation of proposal

2.7.1 Consultants are requested to submit their Proposal online only and in English language

and strictly in the formats provided in this RFQ CUM RFP. All the original document like completion certificate/ incorporation document/balance sheets/work order/education certificates etc which are in the language other than English, the bidder has to submit the certified (notarized/duly apostilled for the applicable countries) translated copies of the same in their proposals along with the original document. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.7.2 In preparing their Proposal, Consultants are expected to thoroughly examine the RFP Document. Material deficiencies in providing the information requested may result in rejection of a Proposal.

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

1. The team leader proposed must be permanent full-time employee of the firm

responsible entirely for all the Project related matters. It is desirable that the other key staff be either permanent full-time employees of the firm or have a dedicated full-time contract to work on this project.

2. If any key staff proposed is not a permanent employee of the Applicant, a certificate from the consultant and key staff must be furnished mentioning his/ her availability for the project. In the absence of such certificate, his/ her CV will not be evaluated.

3. Consultant is to ensure that the time allocated for the proposed key staff does not conflict with the time allocated or proposed for any other assignment. The Client reserves the right to request a workload projection (including time spent on other projects/clients) for the key staff.

4. The composition of the proposed Team and Task Assignment to individual personnel shall be clearly stated.

5. No such key personnel shall be proposed for any position if the CV of the personnel does not meet the requirements of the TOR.

6. The key personnel shall remain available for the period as indicated in the RFQ CUM RFP.

7. No alternative proposal for any key personnel shall be made and only one CV for each position shall be furnished.

8. Each CV needs to have been recently signed by the key personnel and/or countersigned by the authorized official of the Firm. At the time of submission of bid proposal, the scanned copies of the signature of key personnel will be allowed but at the time of signing of contract, the original signature will be required. However, in both the cases, original counter signature of Authorized signatory shall be required in original.

9. A CV shall be summarily rejected if the educational qualification of the key personnel proposed does not match with the requirement as given in the RFQ CUM RFP.

10. Client certifications for the projects listed under the experience section. The certifications must confirm the project attributes (size, fee, duration etc) and the scope of work on the projects.

13. The consultant has to submit the copy of education and employment certificate for the key experts proposed in the proposal

14. The personnel proposed should possess good working knowledge of English Language.

15. No key personnel involved should have attained the age of 70 (seventy) years at the time of submitting the proposal. The client reserves the right to ask for proof of age, qualification and experience at any stage of the project.

16. The technical proposal must not include any financial information

2.7.4 Failure to comply with the requirements spelt out above shall lead to the deduction of marks during the evaluation. Further, in such a case, Client will be entitled to reject the Proposal.

2.7.5 Proposals shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant who shall initial each page, in blue ink. In case of printed and published documents, only the cover shall be initiated. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initiated by the person(s) signing the Proposal. The Proposals must be properly signed by the Authorized Representative (the "Authorized Representative") as detailed below:

1. by the proprietor in case of a proprietary firm;
2. by a partner, in case of a partnership firm and/or a limited liability partnership; or
3. by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or

2.7.6 Applicants should note the Proposal Due Date (PDD), as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Client, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Data Sheet. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Client reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.

2.7.10 The Pre-Qualification Proposal should provide the following information using the attached Standard Forms:

- i. Details of eligible projects as per the Standard Forms so as to meet the Minimum Qualification Criteria prescribed in this RFP.

2.7.11 The Technical Proposal should provide the following information using the attached Standard Forms.

1. For recent assignments of similar nature, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
2. The comments and suggestions provided by the Applicant on the RFP/ Contract/ TOR are not binding and shall not affect the financial proposal.
3. Detailed Approach and Methodology for undertaking the current Assignment.
4. Against the list of proposed staff, details of tasks assigned to each staff as per his/ her experience shall influence the evaluation.

5. Each page of the CV must be signed in original by the authorized representative together with original or electronic signature of the key team member at the proposal stage. However, at the time of contract signing, original signatures of both authorized representative and the key staffs shall be required.

6. The consultant shall make the assessment of support personnel both technical and administrative to undertake the Assignment. Additional support and administrative staff shall be provided as needed for the timely completion of the Assignment within the total estimated cost. Consultant should provide time estimates of key staff as well as support staff in the staffing schedule. It is stressed that the time period for the Assignment indicated in the TOR should be strictly adhered to.

7. Ongoing projects can be submitted with detail of progress supported by suitable documents. Projects/ assignments completed up to 80 percent or more shall only be considered for evaluation but marks awarded for such projects shall only be up to 80 percent of maximum marks. The Applicant shall provide the proof that the project is completed up to 80 percent through copy of invoice or payment received till date or through certificate from the respective client.

2.7.12 Financial proposal: While preparing the Financial Proposal, Consultants are expected to take into account the various requirements and conditions stipulated in this RFPdocument. The Financial Proposal should be a lump sum Proposal inclusive of all the costs including but not limited to all taxes associated with the Assignment. While submitting the Financial Proposal, the Consultant shall ensure the following:

1. All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc), accommodation, air fare, transportation, equipment, printing of documents, secondary and primary data collection, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

2. The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the draft contract, levies and other impositions applicable under the prevailing law on the Consultants, sub-consultants and their staff. For the avoidance of doubt, it is clarified that all taxes, excluding GST, shall be deemed to be included in the cost shown under different items of Financial Proposal. The Consultant shall be paid only GST over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

2.7.13 The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFQ CUM RFP.

2.7.14 The financial Proposal shall be divided into professional fee and out of pocket expenses as per forms prescribed in this RFQ CUM RFP. The break-up of remunerations and out of pocket expenses should match the total cost of Financial Proposal.

2.7.15 Consultants shall express the price of their services (including break down of their costs) in Indian Rupees.

2.7.16 The Consultants may be subjected to local taxes (such as GST social charges or income taxes on non-resident foreign personnel, duties, fees, levies etc.) on amounts payable by the Client under the Contract. Consultants must do their due diligence about the tax implications and Client will not be liable for any incident.

2.7.17 The Proposals must remain valid for a period as specified in the Data Sheet. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete contract signing within this period. If the Client wishes to extend the validity period of the proposals, it may ask the consultants to extend the validity of their proposals for a stated period. Consultants, who do not agree, have the right not to extend the validity of their proposals.

2.8 Submission, receipt and opening of proposals

2.8.1 The Proposal 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 initialled by the person or persons who sign(s) the Proposal.

2.8.2 The Authorized Representative of the Applicant should initial all pages of Pre- Qualification, Technical and Financial proposal. The Authorized Representative's authorization should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.

2.8.3 The Applicant shall submit the proposals online at the Uttar Pradesh eProcurement Portal. Proposals submitted at the client's address manually will be rejected.

2.8.4 Any Proposal received after the closing time for submission of Proposals will not be accepted.

2.8.5 After the Proposal submission until 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 Proposal submission address. Any effort by the firm to influence the Client during the Proposal evaluation, Proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

2.9 Proposal evaluation

2.9.1 As part of the evaluation, the Pre-Qualification Proposal submission shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria. Subsequently the Technical Proposal submission, for Applicants who meet the Minimum Qualification Criteria (—Shortlisted Applicants), shall be checked for responsiveness in accordance with the requirements of the RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.

2.9.2 Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage as indicated below. The Client may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

RFQ Stage

1. The Pre-Qualification Proposal is received in the form specified in this RFQ cum RFP;
2. it is received by the Proposal Due Date including any extension thereof in terms hereof;
3. It is accompanied by the Processing Fee and bid security as specified in this RFQ cum RFP;
4. It is signed and marked as stipulated in this RFP;
5. It does not contain any condition or qualification; and
6. It is not non-responsive in terms hereof.

RFP Stage

Technical Proposal

1. The technical Proposal is received in the form specified in this RFQ cum RFP;
2. It is received by the Proposal Due Date including any extension thereof in terms /hereof;
3. It is signed and marked as stipulated in this RFQ cum RFP;
4. It does not contain any condition or qualification; and
5. It is not non-responsive in terms hereof;

Financial Proposal

1. The Financial Proposal is received in the form specified in this RFQ cum RFP;
2. It is signed and and marked as stipulated in this RFQ cum RFP;
3. It does not contain any condition or qualification; and
4. It is not non-responsive in terms hereof.

The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the Client in respect of such Proposals. However, client reserves the right to seek clarifications from the applicant during the evaluation process. The Client will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

2.9.3 As part of the evaluation, the Pre-Qualification Proposals submitted should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Technical Proposal of such an Applicant will not be opened and evaluated further.

Correction of Errors

The Financial Bids of Technically Qualified Applicants will be checked by the Client (BIDA) for any arithmetic errors. Errors will be corrected by the Client (BIDA) as follows:

- a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- c) Whenever there is a difference between the Financial Quote (as submitted by the Applicant) and the corrected value (after arithmetic verification), the lower of the two values will prevail.

2.11 Discussion

2.11.1 The Selected Applicant may, if necessary be invited for negotiations. The negotiations

shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFQ CUM RFP. Issues such a deployment of Key Personnel, understanding of the Scope of Work, methodology and quality of the work plan shall be discussed during the negotiations. In case, the Selected Applicant fails to reconfirm its commitment, the Client reserve the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

2.11.2 The Client will examine the CVs of all other Key Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Client.

2.11.3 The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of two (2) personnel and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel in excess of two (2) Key Personnel would call for reduction in the remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on.

2.12 Award of contract

2.12.1 After selection, a Letter of Award (the "LOA") will be issued, in duplicate, by the Client

to the Successful Applicant and the Successful Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Applicant is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Client on account of failure of the Successful Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

2.12.2 Performance Security: Performance Security equivalent to 5 (five) percent of the total cost of Financial Proposal shall be furnished from a nationalized/ Scheduled Bank, before signing of the contract, in form of a Bank Guarantee/ Fixed Deposit Receipt in the format specified at Annexure of the contract. For the successful bidder the Performance Security will be retained by Client until the completion of the assignment by the Consultant and will be released 2 years after the completion of the assignment.

2.12.3 Execution of contract: After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful Applicant, it shall execute the Agreement within 30 (thirty) days from the date of issue of LOA. The Successful Applicant shall not be entitled to seek any deviation in the Agreement

2.12.4 Commencement of Assignment: The Successful Applicant/ Consultant is expected to commence the Assignment on the date of Commencement of Services as prescribed in the General Conditions of Contract.

2.13 Confidentiality

Information relating to evaluation of proposals and recommendations concerning

awards of contract 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.

2.14 Fraud and corrupt practices

2.14.1 The Applicants and their respective officers, employees, agents and advisers shall

observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFQ CUM RFP, the Client will reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Client will, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to the RFQ CUM RFP, including consideration and evaluation of such Applicant's Proposal.

2.14.2 Without prejudice to the rights of the Client under this Clause, hereinabove and the rights and remedies which the Client may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Client during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

2.14.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter

respectively assigned to them:

1. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;

2. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

3. "coercive practice" means impairing or harming or threatening to impair or harm,

directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

4. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

5. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.15 Pre-Bid meeting

2.15.1 Pre-Bid Meeting of the Applicants will be convened at the designated date, time and place. A maximum of two representatives of each Applicant will be allowed to participate on production of an authorisation letter from the Applicant.

2.15.2 During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Client. The Client will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

2.16 Miscellaneous

2.16.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

2.16.2 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

1. Suspend and/or cancel the Selection Process and/or amend and/or supplement

the Selection Process or modify the dates or other terms and conditions relating thereto;

2. Consult with any Applicant in order to receive clarification or further information;

3. Retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or

4. Independently verify, disqualify, reject and/or accept any and all submissions or

other information and/or evidence submitted by or on behalf of any Applicant. 2.16.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases

the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

2.16.4 All documents and other information provided by Client or submitted by an Applicant to Client shall remain or become the property of Client. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. Client will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to Client in relation to the consultancy shall be the property of Client.

2.16.5 The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

2.2 Background

Bundelkhand is an emerging a destination under the global vision of Shri Narendra Modi Hon'ble Prime Minister, India and the dynamic leadership of Yogi Adityanath Hon'ble Chief Minister, Uttar Pradesh. The objective is to set up a self-sustainable, liveable city that delivers an *“Economically Vibrant and Ecologically Sustainable Ecosystem”*, a world class enclave that would develop as a lush green area and advance in the state-of-the art Industrial Land Parcels. The essential idea is to have an enclave inside a healthy biodiversity in the earmarked development area under Bundelkhand Industrial Development Authority (BIDA).

The Bundelkhand Industrial Development Authority (BIDA) emerges from the fertile soil of history and tradition, nestled within the heart of the Bundelkhand region in Uttar Pradesh. This land whispers tales of valiant heroes and prominent personalities like Rani Lakshmi Bai, Veer Kuwar Singh, echoes with the rhythm of vibrant folk music, and bears the marks of ancient craftsmanship in its magnificent forts and temples.

BIDA encompasses 33 villages that weave a rich tapestry of culture and heritage. From the exquisite Khajuraho carvings to the majestic Jhansi Fort, the region pulsates with the spirit of a glorious past. The Bundelkhand landscape, dotted with rugged hills, verdant valleys, and meandering rivers, offers a unique ecological canvas. Its people, resilient and hardworking, carry forward the legacy of skilled artisans and farmers, their lives deeply intertwined with the love of nature.

2.3 Concept & Objectives

Bundelkhand region despite of immense potential, faces challenges like limited industrial development and lack of infrastructure. BIDA is envisioned as a transformative force, aiming to rewrite the narrative for the region. The vision and objectives are rooted in principles that prioritizes industrial vibrancy, self -sustainable and socially vibrant enclaves, high end investment opportunities enshrined with the commitment of ease of doing business and trade, green industries, affordable housing, world-class tourism with secure and seamless smart transportation. The objectives are further elaborated as below:

1) **Developing Islands of excellence & connecting with growth corridors:**

- Identifying the clusters and its potential and developing and connecting these clusters as industrial growth corridor.

2) **Identifying investment and Growth engines for enhancing economy:**

- The strategy involves attracting investments in key sectors such as Medical & Pharma, logistics, Agro based Industries, warehousing, Information Technology (IT), Artificial Intelligence (AI), Research and Development (R&D), semiconductors, solar parks, and other diverse sectors.
- Additionally, the vision must include the establishment of high-quality lighthouse schools, multispecialty hospitals, and world-class recreational facilities. These components are seen critical for enhancing the overall quality of life within the community.

3) **Attaining Sustainability and Holistic Development:**

- BIDA envisions a self-sustainable and socially vibrant region that integrates various elements, including business, trade, industry, housing, traditions, culture and tourism.
- The emphasis has to be on ecologically responsible planning to create an environment that is both viable and pleasant, focusing on preservation and restoration of natural habitats and cultural centres.

4) **Green Industrial City Concept: live, work & play**

- The overarching aspiration is to develop a "Green Industrial City" on a concept of live, work & play and that not only serves as an industrial hub but also integrates sustainable practices, cultural preservation, and innovation.
- The township can have provision of dedicated industrial parks with special zones.
- The vision extends beyond mere economic development to ensure a thriving community where prosperity coexists with environmental consciousness.

5) **Regional Connectivity and Smart Transportation:**

- The master plan should prioritize robust regional connectivity through well-designed transportation infrastructure.

- Efficient road networks, connectivity to airports and railway stations, and seamless intra-city transportation with the state and national capital cities, are integral to enhancing accessibility for both residents and visitors, ensuring a well-connected and accessible enclave.
 - Embracing the forefront of technological innovation, the master plan should integrate AI-based transportation solutions for a futuristic and efficient mobility experience.
 - Smart traffic management systems and predictive analytics contribute to streamlined transportation, reducing congestion, and optimizing travel times within the enclave.
- 6) Achieving Global Standards and developing Social Tourism Infrastructure:**
- Preservation and celebration of heritage extend beyond industrial development to the tourism sector, creating destinations that echo with cultural vibrancy.
 - The plan should envision a harmonious blend of cultural events, art, music, cuisines, and festivals, enhancing the overall tourist experience.
- 7) Achieving social, and environmental vibrancy:**
- Industrial vibrancy and ensuring the centrality of Bundelkhand is achieved.
 - Social Inclusivity and Cultural Vibrancy: Envisioning a dynamic and inclusive society through the promotion of cultural events, art, music, cuisines, and festivals.
 - Environmental Stewardship: A commitment to green spaces, unrestricted river flows, and sustainable practices to ensure a healthy environment for present and future generations.
 - Innovation and Industry Hub: Fostering cutting-edge industries powered by renewable energy sources.
- 8) Thematic Vision Statements:**
- Addressing a wide array of growth aspirations in the city, including identity, social cohesion, housing, affordability, talent attraction, technological advancements (Web 3.0 and Industry 4.0), circular economy, transport, disaster resilience, commerce, tourism, culture, health, safety, urban resilience, biodiversity, eco-centric development, urban greening, agriculture, and inclusive participation.
- 9) Compliance with Planning Guidelines:**
- The master planning process aligns with established and prevalent planning guidelines, including the Urban and Regional Development Plans Formulation and Implementation (URDPFI) guidelines of the Government of India, GIS-based guidelines under the AMRUT mission, and the Uttar Pradesh state government guidelines. Review of the planning guidelines of best international industrial cities.

The vision for the Bundelkhand area goes beyond traditional industrial planning, seeking to create a model city that harmoniously integrates economic prosperity, environmental sustainability, cultural heritage, and a high quality of life. It acknowledges the uniqueness of the Bundelkhand region and aims to shape its future in a way that resonates with the aspirations of its residents.

The Authority intends to select the Consultant through an open international competitive bidding process in accordance with the procedure set out herein.

2.4 Location and Linkages

Proposed 33 villages and nearest major highways, railway line and water supply



Location

co-ordinates:

<https://www.google.com/maps/d/edit?mid=14TPUpTMaZIELdD-xTyJJbWCNptveVY&usp=sharing>

2.5 Scope of services

A broad overview of the works to be conducted are enlisted as under-

1. In depth analysis of the historical, cultural, and demographic landscape of the 33 villages under BIDA's jurisdiction
2. Detailed assessment of the ecological profile, including natural resources, biodiversity, and environmental challenges
3. Conduct a thorough assessment of existing and required infrastructure, including roads, utilities, and digital connectivity, to ensure seamless accessibility for residents, businesses, and tourists.
4. Formulation of a comprehensive green industrial city and economically sustainable development strategy in alignment with the vision and objectives
5. Development of a land use plan that integrates heritage preservation, environmental sustainability, and green industrial development
6. Identification of potential sectors and key areas for attracting high-end investment and promoting sustainable economic growth
7. Design of a resilience and smart infrastructure framework to minimize the environmental impact and maximize the resource efficiency
8. Development of a phased implementation plan with clear timeline, responsibilities, and resource requirements
9. Extensive stakeholder engagements, incorporating the voices and aspirations of the local community
10. Preparation of a comprehensive Vision document that captures the essence of the proposed city and services as a roadmap for its development
11. Formulate plans for smart infrastructure, incorporating digital technologies to enhance efficiency in services such as transportation, utilities, and public amenities. Formulating plan for security system through drone policing, analysing threats, vulnerability and mitigation strategies.
12. Develop a robust crisis preparedness and mitigation plan, considering potential natural disasters, health crises, and other emergencies.

The detailed scope of services but not limited to be taken up by the consultant are bifurcated into the following stages:

- (i) **Stage I - Review of the existing planning framework and Review of Global Good Practices**
 - i. Comprehensive assessment of the existing situation and identification of the general trends of socio-economic development at the regional level. Furthermore, this stage will concentrate on the assessment of available data and information and accuracy of this data in terms of quantity, quality and its adequacy for the purpose of the preparation of the intended Master Plan.
 - ii. The Consultant shall undertake a review of the existing development plans, development guidelines and policies of state agencies such as but not limited to the Town and Country Planning Organisation (TCPO), Uttar Pradesh State Industrial Development Corporation Ltd. (UPSIDC), and national agencies such as the National Green Tribunal (NGT) and the Ministry of Housing and Urban Affairs (MoHUA), and other prevalent national and international guidelines.
 - iii. Research best practices and identify alternatives approaches regarding technical, environmental and infrastructure issues.
 - iv. Showcase examples of successful industrial city master plans globally that prioritize sustainability and environmentally friendly practices.
 - v. Highlight global examples where industrial cities have successfully integrated smart technologies for efficient resource management, transportation and utilities.
 - vi. Illustrate cases, where industrial cities have successfully implemented mixed use development, combining industrial zones with residential, commercial and recreational areas.

- vii. Provide examples of industrial cities that have demonstrated resilience in the face of natural disasters or other disruptions.
- viii. Highlight successful global models of PPP in the development and management of industrial cities.
- ix. Showcase examples where industrial city master plan have successfully involved local communities in the planning and decision making.
- x. Identify the gaps in terms of information needed and the approach and methods to overcome such deficiency.
- xi. Preparation and Integration of Base Map on a GIS platform compatible with the Authority's Infrastructure. The base map must be correctly superimposed on Sajra Map on the GIS platform.

Note: All information must be sourced by the consultant from concerned statutory bodies.

(ii) Stage II – Baseline Assessment and Gap Analysis

- i. It is of utmost importance that the current development be analysed and assessed as per current and future trends and scenarios. The consultant is expected to compile all available spatial and attribute data, regarding existing conditions in the Project Area.
- ii. Compile all available spatial and attribute data, regarding existing conditions in the Project Area covering, but not limited to the following areas:
 - a. Socio-economic data including economic base characteristics of various economic sectors, employment, population and demographic characteristics, industrial base, prevalent sectors and output, etc.
 - b. Estimate the population and activity level that can be supported in relation to levels of urban development (Density, location, land-uses, scale, etc.).
 - c. Environment and Natural Resources including forests, rivers, lakes and other water resources, environment and protected areas, natural drainage areas and flooding areas, ravines, sanctuaries/biodiversity areas, mining and quarrying, high value natural scenic sites including the heritage areas etc related to the environmental concerns.
 - d. Physiographic and geology including climate, winds, topography, geology, natural risk sites etc.
 - e. Assessment of soil conditions, hydrology of the area, tree cover, pH values of the soil etc.
 - f. Human settlement hierarchy, function and distribution including urban and rural settlements/habitats.
 - g. Built-up environment and existing land use.
 - h. Transportation infrastructure including road based, rail based, waterways and air transport and networks.
 - i. Physical infrastructure data including water supply and networks, Electricity supply and network, sewerage system, telecommunication, solid waste treatment facilities.
 - j. Social infrastructure data including hierarchy of educational institutions, health and other community facilities, their distribution and accessibility.
 - k. Projects under implementation including the inventory of all infrastructure, housing, industrial and real estate projects.
- iii. The consultant must review and analyse the development based on the information collected and perform a required analysis.
- iv. The Consultant will review the surrounding prevalent and proposed Master Plans and co-relate with the existing development and assess all the gaps and make suggestions within the present and future context for holistic regional development.
- v. Collection of all primary and secondary data will be responsibility of the Consultant.
- vi. All the spatial data captured or possible to display spatially must be submitted in GIS format as well.
- vii. Review and assessment of land owned & acquired by BIDA in the Notified Area and recommend suitable proposal.
- viii. Review of various industrial policies, incentives and preparing the comparative analysis resulting enhancing investments across various sectors.

(iii) Stage III -Vision planning for holistic development of the planning area

- i. Based on the detailed analysis and assessment of the development status and current trends in the Project Area carried out during assessment stage, the Consultants shall develop alternative strategies to achieve the goals and objective of the sustainable development in the Project Area in the light of relevant policies. Some of best planning strategies the consultant shall review are, but not limited to, Mixed Use Development, Green Industries, Sustainable Development, Tourism Development, Smart Transportation etc.
- ii. The Consultants shall carry out, but not limited to, the following:
 - a. Formulate a Development Vision for planning area stating Vision Statement, targets and Strategies to achieve goals.
 - b. Make a realistic demand assessment on key economic activities and employment opportunities - Demand Assessment to analyses future development prospects, identify target sectors/ markets based on the competitive and comparative advantage to enhance the pace of economic development, and ensure balanced development
 - c. Strategically identify Industrial use for each segment in which the local area holds clear advantage.
 - d. Developing the estimate for the likely space demand from the identified target industries for space within Project Area.
 - e. Development of a product mix to be used as a basis for the preparation of the final land use plan which will include among other things, a list of industries and activities with land requirements
 - f. Demographic projection and estimation of future demand on housing and other physical and social infrastructure.
 - g. Evolve 2-3 alternative scenarios for spatial growth.
 - h. With inputs from transportation model, and other key parameters evaluate all 2-3 alternative scenarios and finally chose preferred alternative
 - i. Each of proposed alternatives shall discuss the following:
 - The vision of the regional/City spatial structure and the likely scale of development in the context of demographic trends.
 - The implications of the above on the distribution of population and activities and on the land use and environment.
 - The role and feasibility of developing growth centers that can attract inward investment and efficient.
 - Economic sector development and employment generation, strategic plans to invite foreign investments at strategic growth points for economic sustainability and balanced growth.
 - The holding capacities of various environmental factors to be assessed for sustainable development
 - Identification of key commercially viable real estate / infrastructure projects that can be to be taken by the Authority or other government agencies based on a real estate market assessment
 - Regional and Urban Infrastructure in terms of transport, water supply, power and communication, urban environment quality including waste management and flood control.
 - The Management of Environment, and Natural Resources. The integration of the capacity of the environment to accommodate in the proposed strategy. The maintenance and enhancing of the quality and diversity of natural and cultural heritage.

Stage III (A) - Stakeholder Consultations

- i. The Master Plan shall adopt participatory approach by conducting interactive sessions. Therefore, consultants shall devise effective strategy to conduct consultation with stakeholders including administrative bodies, head of the departments like forest, irrigation, tourism etc., civil society of both urban and rural areas, agriculture community, industrialists, traders, elected representatives, academicians, government and non-governmental organizations.
- ii. Various levels of consultations and workshops at the State Government level, ULBs, village etc.
- iii. Additionally, the consultant should carry out one to one interaction with key players in the industrial sector in Uttar Pradesh on their views on industrial growth in BIDA region (format for industry interactions to be finalised in consultation with the Authority)

(iv) **Stage IV – Conceptual Master Plan**

- i. Derived from the vision plan, articulate clear goals for the conceptual master plan by ensuring alignment with BIDA's overall objectives and priorities.
- ii. Propose high-level land use concepts and zoning strategies by identifying areas for industrial development, commercial zones, residential zones, green spaces, and other land uses.
- iii. Outline a conceptual infrastructure framework, including transportation networks, utilities, and other essential services to support the proposed land uses.
- iv. Address environmental sustainability by integrating concepts for green spaces, energy efficiency, waste management, and other eco-friendly practices.
- v. Conduct a preliminary economic analysis to assess the economic viability and potential impacts of the proposed development.
- vi. Identify and recommend a regulatory framework that aligns with the proposed land uses. This may include zoning regulations, building codes, and other planning guidelines.
- vii. Create visualizations, renderings, and graphics that help convey the conceptual master plan to stakeholders. These visuals should communicate the proposed development's aesthetics and functionality.
- viii. Prepare a comprehensive report documenting the conceptual master plan. This report should include analyses, findings, recommendations, and supporting documentation.
- ix. Ensure alignment and integration with broader regional development plans and strategies.
- x. Identify potential risks and challenges associated with the conceptual master plan. Propose mitigation strategies to address these challenges.
- xi. Develop a timeline and milestones for the implementation of the proposed strategies and subsequent stages of master planning, recognizing that the conceptual stage serves as a foundation for more detailed planning.

(v) **Stage V – Draft Master Plan - 2045**

Stage V (A): Strategy Formulation

- i. Upon approval of the preferred strategy, the Consultants shall formulate the final spatial strategy and the resultant preliminary land use plan. The preliminary land use plan shall be prepared to the detailed level described below and by incorporating all comments and feedback from the Authority, however, in accordance with the provisions of URDPFI Guidelines 2014 & UP Industrial Area Development Act 1976. The strategy must be addressing but not limited to the following:
 - a. General zoning covering the whole Project Area and defining clearly all types of land uses across all hierarchies
 - b. The Consultant shall suggest guidelines on density, infrastructure and service level norms.
 - c. The Consultant shall propose alternative approaches to land-use change based on four major criteria:
 - o social acceptability;
 - o economic viability;
 - o environmental sustainability; and
 - o financial feasibility.
 - d. Regional connectivity to reduce the time of travel to approximately 4.5 to 5 hours from the nearby major cities like New Delhi, Gwalior and Lucknow, to increase the influx of tourists ultimately increasing the potential of tourism.
 - e. Transportation Plan-structure plan for road network with hierarchy of roads and rail network.
 - f. Sector-level transport strategies along with transit related initiatives with their impact.
 - g. Trunk level water supply, sewerage, Drainage and Power system.
 - h. Social Infrastructure including health, education, recreation, sports, etc.
 - i. Solid waste and wastewater treatment facilities.
 - j. Major resources and distribution system of water, power, sewerage disposal system.
 - k. Heritage and Environmental conservation system.
 - l. Conservation of ecosystem and water bodies and action plans for water harvesting.

- m. Spot zoning of existing industries, if any.
- n. Regeneration of villages and existing dilapidated structures.

Stage V (B): Perspective plan, master plan and Infrastructure plans including detailed zoning regulations & urban design guidelines and framework.

- i. Based on the final Strategy and Analysis the consultant would finalize the Draft Master Plan and submit the following
 - a. Regional Setting
 - b. Perspective Plan
 - c. Master Plan
 - d. Infrastructure Plans
 - e. Zoning Regulations
 - f. Urban Design Guidelines and Framework
- ii. The other reports of Draft Master Plan shall include the following (briefly in the form of chapters):
 - a. Transport Sector Plan
 - b. Strategic Environmental Action Plan
 - c. Strategic Real Estate and Industrial Development Plan
 - d. Disaster Management Plan
 - e. Regional Tourism Plan
 - f. Plan for Low Income housing and rental housing as indicated in various government guidelines
 - g. Development control and zoning regulations and Urban Design Guidelines.
 - h. Capital Investment Action Plans and Action plan for major Projects for the consecutive 5-year development plans covering the period of the strategy (20 years), along with preliminary cost estimate of each proposal on priority
 - i. Requirements for smart city integrated infrastructure including IT infrastructure, central command and control centers, surveillance systems, intelligent traffic and transport system, fiber optic network etc.
 - j. Social and Physical Infrastructure Plan with demand and supply assessment, capacity estimations and network plan of water, power, sewer, waste management, medical facilities, security and safety facilities, education facilities etc;
 - k. Road network plan, highlighting the traffic projections for year 2045, hierarchy of roads and public transportation plan;

(vi) Stage VI - Assistance to authority in notification and finalization of draft perspective plan, master plan, infrastructure plans, zoning regulations and other action plans

- i. Consultant shall facilitate BIDA in notification of Draft Master Plan. Upon receipt of objections and suggestions, the same shall be compiled. In consultation with BIDA, strategies to incorporate objections and suggestions will be finalized and incorporated in the Final Draft Master Plan.
- ii. The consultant shall also help BIDA to develop a communication and marketing package for the stakeholders, at all stages, in the form of presentations/ short videos/ mobile-friendly website/ brochures/ slogans, targeting and focusing upon the objectives of the Vision.
- iii. Along with Final Draft Master Plan, the Consultants shall submit all Plans and drawings in GIS platform in an agreeable format to the Authority. The study area maps shall be digitized on GIS Platform based on interpretation of the satellite imagery. The maps prepared shall be in compliance with the National Urban Information System (NUIS) GIS Database structure.
- iv. The entire spatial data of Master Plan must be superimposed on Sajra Plan of the Project Area.
- v. The digital / spatial database shall be provided in GIS Platform and also in AutoCAD platform to the Authority.

3 Qualification Criteria:

3.1 Pre-qualification criteria

The Bidders must carefully examine the below mentioned pre-qualification criteria. The Bidder has to meet all the criteria set out in this Clause to be eligible for evaluation. The Bidder shall fulfil the conditions as mentioned below:

| # | Eligibility Conditions | Documentary proof to be submitted |
|---|---|--|
| 1 | The Bidder should be a Company registered under the Companies Act or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008. | Company Registration certificate |
| 2 | Financial Capacity: The Consultant have an average annual turnover of at least INR 300 crore in three (3) consecutive financial years in last four (4) financial years from the date of bid submission. (FY-20; FY-21; FY-22; FY-23) | Form 2 and Audited Financial statements from Chartered Accountant or Statutory Auditor |
| 3 | Experience in one Urban or Regional Planning Project, especially Master Plan Review/ Master Plan Preparation/ Development plan/ Regional or Sub-Regional Plans in GIS format covering a minimum area of 100 sqkm in India or abroad over the past ten (10) years. The project must either be completed or ongoing with 80% work completed. <i>Note: Experience in City Development Plans (CDP) prepared for JnNURM funding / any other State funding and Concept Regional Plan/ Development projects will not be considered</i> | Form 3 <ul style="list-style-type: none"> • Work order • Completion Certificate • Copy of few pages of the contract agreement specifying detailed scope of work. • In case of on-going project: <ol style="list-style-type: none"> a. certification from the CA on the letter head of the bidder must be submitted, certifying more than 80% project completion, and b. self-declaration to confirm that the Draft Master Plan report has been submitted to the client. |
| 4 | The Bidder should not have been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal. | Undertaking as per FORM 5 <i>(The Bidder should not have been barred)</i> |
| 5 | Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder. | Undertaking as per FORM 6 <i>(Neither failed to perform on any agreement, or a judicial pronouncement or arbitration award against the Bidder)</i> |

3.2 Technical Evaluation Criteria:

The evaluation committee ("Evaluation Committee") appointed by the Client will carry out the evaluation of Proposals on the basis of the following evaluation criteria and points system. Each evaluated Proposal will be given a technical score (St) as detailed below. The maximum points/marks to be given under each of the evaluation criteria are:

| # | Criteria | Marks | Documents to be submitted |
|-----|--|-------|---|
| A | Technical Capability | 30 | |
| A.1 | <p>Experience in number of Urban or Regional Planning Projects, especially Master Plan Review/ Master Plan Preparation/ Development plan/ Regional or Sub-Regional Plans in GIS format covering a minimum area of 100 sqkm in India or abroad over the past ten (10) years. over the past ten (10) years.</p> <p>The project must either be completed or ongoing with 80% work completed.</p> <p>Note: Experience in City Development Plans (CDP) prepared for JnNURM funding / any other State funding and Concept Regional Plan / Development projects will not be considered</p> <p>Each Project carries 6 Marks (Maximum of 18 Marks) Project 1: 6 Marks Project 2: 12 Marks Project 3: 18 Marks</p> | 18 | <ul style="list-style-type: none"> • Work order • Completion Certificate • Copy of few pages of the contract agreement specifying detailed scope of work. • In case of on-going project: <ul style="list-style-type: none"> a. certification from the CA on the letter head of the bidder must be submitted, certifying more than 80% project completion, and b. self-declaration to confirm that the Draft Master Plan report has been submitted to the client. |
| A.2 | <p>Experience in Detailed Master Planning of Industrial Park spread over a minimum area of 1,000 acres over the past ten (10) years anywhere in India.</p> <p>The project must either be completed or ongoing with 80% work completed.</p> <p>Note: Experience in Corridor Development Plans/ Concept Regional Plan/Concept Development projects will not be considered. In case of on-going project: <ul style="list-style-type: none"> a. a certification from the CA on the letter head of the bidder must be submitted, certifying more than 80% project completion, and b. self-declaration to confirm that the Draft Master Plan report has been submitted to the client. </p> <p>Each Project carries 4 Marks (Maximum of 12 Marks) Project 1: 4 Marks Project 2: 8 Marks Project 3: 12 Marks</p> | 12 | <ul style="list-style-type: none"> • Work order • Completion Certificate • Copy of few pages of the contract agreement specifying detailed scope of work. • In case of on-going project: <ul style="list-style-type: none"> a. certification from the CA on the letter head of the bidder must be submitted, certifying more than 80% project completion, and b. self-declaration to confirm that the Draft Master Plan report has been submitted to the client. |
| B. | <p>CVs of key personnel 4 marks for each profile as mentioned in Clause 3.2 (15 key personnel x 4 marks) The number of marks to be assigned to shall be determined considering the following three sub-criteria and relevant percentage weights: 1. Qualifications (relevant education): 25% weightage 2. Adequacy for the Project (experience in Similar Projects): 50% weightage 3. Years of experience in similar role: 25% weightage</p> | 60 | <p>Key personnel CVs submitted</p> <p>1- Qualification - International Degree/IIT/IIM/ISB/TISS shall be awarded highest marks that is 25% rest of the qualification shall be awarded 10%. 2- Adequacy for the Project A) Greenfield project experience in master planning</p> |

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| | | | |
|---|---|------------|--|
| | | | <p>for industrial city/ SEZ/ Urban city 3 projects- 50% 2 Projects – 30% 1 Project – 10%</p> <p>B) Brownfield project experience of master planning 3 projects- 25% 2 Projects – 10% 1 Project – 5%</p> <p>3- Years of experience in similar role- Greenfield project experience in master planning for industrial city/ SEZ/ Urban city 10 Years- 25% 7 Years – 15% 5 Years – 10%</p> <p>Brownfield project experience of master planning- 10 Years- 15% 7 Years – 10% 5 Years – 5%</p> |
| C | <p>Technical Presentation -Approach & Methodology (04 Marks)</p> <p>-Surveying techniques (03 Marks) - Work Plan (03 Marks)</p> | 10 | To be presented to the BIDA tender evaluation Committee |
| | Total | 100 | |

Minimum score of 70 marks is required in the evaluation process. Only those bids having minimum score would be eligible for opening of financial bids. All the firms which meet the minimum qualifying marks prescribed will stand technically qualified for consideration of their financial bids.

FOR Quality cum Cost based Selection (QCBS)

Under QCBS, the Technical Proposals will be allotted weightage of 80% while the Financial Proposals will be allotted weightages of 20%.

Proposal with the lowest cost shall be given a financial score of 100 and other proposals shall be given a financial score that are inversely proportional to their quoted prices.

The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. The proposed weightages for quality and cost shall be specified in the RFP.

Highest points basis: On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

As an example, the following procedure can be followed.

In a particular case of selection of consultant, it was decided to have minimum qualifying marks for technical qualifications as 60 and the weightage of the technical bids and financial bids was kept as 80:20.

In response to the RFP, 3 proposals, A, B & C were received. The technical evaluation committee awarded them 75, 80 and 90 marks respectively. The minimum qualifying marks were 60. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time

of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal Evaluated cost:

A. Rs. 120.

B. Rs. 100.

C. Rs. 110.

Using the formula $LEC \times 100 / EC$, where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the committee gave them the following points for financial proposals:

A: $100 \times 100 / 120 = 83$ points

B: $100 \times 100 / 100 = 100$ points

C: $100 \times 100 / 110 = 91$ points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Proposal A: $75 \times 0.80 + 83 \times 0.20 = 76.6$ points

Proposal B: $80 \times 0.80 + 100 \times 0.20 = 84$ points

Proposal C: $90 \times 0.80 + 91 \times 0.20 = 90.2$ points

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 76.6 points H3

Proposal B: 84 points H2

Proposal C: 90.2 points H1

Proposal C at the evaluated cost of Rs. 110 was, therefore, declared as H1 (highest ranked) and recommended for negotiations/approval, to the competent authority.

4 Human Resource

The Consultant must have a team of experts who can produce best quality and timely deliverables. The minimum team of the consultant must consist of the following personnel:

Table 1: Required Team

| Key Professionals | | | |
|--------------------------|--|--------------------------------|--|
| S.no | Position | Professional Experience | Qualification and Specific Expertise |
| 1. | Project Manager (Team Leader) | Minimum 20 years | <p>Shall have Postgraduate in Planning/ Development Studies from an accredited college or University.</p> <p>Shall have experience as Team Leader for Urban or Regional Planning assignments of similar magnitude and nature.</p> <p>Should have relevant experience as Team Leader/ Project Director in formulation of Master Plans/ Regional Plans/ Sub-Regional Plans/ Metropolitan Regional Plans with a population more than 0.7 million in India or abroad.</p> |
| 2. | Financial Analyst cum Market Expert** (Deputy Team Leader) | Minimum 15 years | <p>Shall have a Master degree in Finance/ Business administration from an accredited college / University.</p> <p>Shall have relevant experience, including PPP aspects, in area development projects/ infrastructure development projects should also have experience in Financial analysis, project structuring bid process management of infrastructure projects.</p> <p>Expertise in analysing and assessing economic policies related to urban and industrial development</p> <p>Ability to gather and analyse market intelligence, identifying trends, opportunities and challenges relevant to industrial development</p> |
| 3. | Socio-Economic Development Specialist | Minimum 15 years | <p>Shall have Masters degree in Planning/ Social sciences/ Economics.</p> <p>Should have experience in Socio-economic aspects and their implications relating to similar large-scale development projects (integrated industrial parks/sez/townships) spread over an area more than 1000 acres in India or abroad</p> |
| 4. | Transportation Planner | Minimum 15 years | <p>Shall have Masters degree in Transportation Planning with graduation in Civil Engineering or Architecture from an accredited college or University.</p> <p>Shall have relevant experience in transport planning assignments in Metropolitan cities/regions of similar magnitude, size and nature in India or abroad.</p> <p>Knowledge on National Transport Policy and JNNURM is desirable. Should have experience as Transport Modeller/Land use Transport Modeller in similar kinds of assignments.</p> |
| 5. | Heritage Conservation Expert | Minimum 15 years | <p>Shall have Postgraduate in Conservation/ Heritage Studies or equivalent from an accredited college or University.</p> |

| Key Professionals | | | |
|--------------------------|------------------------------|--------------------------------|--|
| S.no | Position | Professional Experience | Qualification and Specific Expertise |
| | | | <p>Shall have experience for Urban Conservation or Regional Conservation assignments of similar magnitude and nature.</p> <p>Experience in developing master plans for areas with significant urban heritage elements and successful projects involving the integration of heritage preservation into urban development.</p> <p>Specialized knowledge and expertise in heritage conservation principles, practices, and national/ international standards.</p> <p>Familiarity with conservation technologies and methodologies for preserving cultural and historical assets.</p> |
| 6. | Landscape Expert | Minimum 15 years | <p>Shall have Postgraduate in Landscape Architecture/ Landscape Planning or equivalent from an accredited college or University.</p> <p>experience in developing master plans with a focus on landscape design and urban open spaces. Successful completion of projects of similar scale and complexity.</p> <p>Specialized knowledge in urban landscape design principles and practices. Experience in creating aesthetically pleasing and functional outdoor spaces within urban environments.</p> <p>Skills in conducting thorough site analysis, including topography, soil conditions, and existing vegetation. Ability to assess the environmental context and incorporate findings into landscape planning.</p> |
| 7. | Industrial Expert ** | Minimum 10 years | <p>Shall have Postgraduate in Urban Planning or equivalent from an accredited college or University.</p> <p>Experience in developing master plans for industrial towns or areas with a focus on industrial development. Successful completion of projects of similar scale and complexity..</p> <p>Specialized knowledge in industrial planning principles and practices. Familiarity with industrial zoning, land use planning, and infrastructure requirements for industrial areas.</p> <p>Understanding of local, national, and international regulations related to industrial development. Awareness of sustainable industrial development practices and consideration of environmental impact assessments.</p> <p>Strategies for integrating green and sustainable elements into industrial planning.</p> |
| 8. | Infrastructure Consultant ** | Minimum 15 years | <p>Shall have a B.E/ B.Tech in civil engineering/ Degree in Environmental Engineering from an accredited college/University.</p> <p>Shall have experience in assignments of planning/designing of integrated infrastructure (water supply, sewerage and</p> |

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| Key Professionals | | | |
|--------------------------|--|--------------------------------|--|
| S.no | Position | Professional Experience | Qualification and Specific Expertise |
| | | | sanitation and drainage) of Metropolitan cities/urban areas/industrial regions/area development projects of similar magnitude in India or abroad. |
| 9. | Environmental & Hydrology Specialists ** | Minimum 10 years | <p>Shall have at least Master degree in Environmental Planning/ Sustainable Planning/ Engineering/ Science from an accredited college/university.</p> <p>Should have experience in preparation of strategic Environment plans, sustainability plans. EIA and EMP in area development projects. Should be conversant with safeguard policies of national and international funding agencies.</p> <p>Experience in preparing environmental management plan, climate impact analysis etc.</p> |
| 10. | Urban Designer** | Minimum 15 years | <p>Shall have Masters degree in Urban Design from an accredited College/University. Should have experience in Urban design aspects.</p> <p>Experience in working with national and local government in developing countries.</p> <p>Familiar to urban planning systems integrated with urban design concepts in India; Prior experience of working in Indian Cities; Experience in Place making and Strong visualization skills.</p> |
| 11. | Urban Planner & GIS Expert ** | Minimum 5 years | <p>Shall have Masters degree in Urban or Regional Planning & Bachelor of Architecture or Planning from an accredited College/University.</p> <p>should have masters/ diploma in Geo informatics.</p> <p>Should have experience in Urban planning aspects. Experience of working in GIS is mandatory.</p> <p>Should have the experience of interpretation of satellite imageries and preparation of a base map for a similar assignment.</p> <p>Experience in managing and analyzing spatial data relevant to urban planning, land use and industrial development</p> |
| 12. | Power supply expert | Minimum 8 years | <p>shall have bachelors in electrical engineering from an accredited College/University</p> <p>Should have experience in designing and implementation of power supply network and related infrastructure including sub stations, transmission line and distribution network for large integrated townships/ Industrial area projects spread over area more than 1000 acres.</p> |
| 13. | Market research (Industry) | Minimum 10 years | Should have MBA in marketing from an accredited College/University |

| Key Professionals | | | |
|--------------------------|------------------|--------------------------------|--|
| S.no | Position | Professional Experience | Qualification and Specific Expertise |
| | | | Having experience in conducting market research for industrial park/ SEZ having an area more than 1000 acres. |
| 14. | Economic analyst | Minimum 8 years | Minimum masters in economics from an accredited College/University Should have experience in undertaking economic analysis & calculating economic rate of return for industrial park/ sez / townships spread over an area more than 1000 acres. |
| 15. | ICT Expert | Minimum 8 years of Experience | Bachelors in Computer science & Engineering from an accredited college/University. Should have experience in planning & designing of Smart cities using internet of things IOT and information & communication technologies. |

4.1 Handholding Support till the approval of Master Plan

- i. The consultant would depute/ station dedicated staff (marked with **) for the Authority who must always be available till the approval of Master Plan from all the competent authorities.
- ii. The Project Manager/ Team Leader will visit at least twice a month or as desired by the Authority and Deputy Team Leader at least thrice a month or as desired by the Authority.
- iii. Consultant is expected to maintain and update the Master Plan for the said period in consultation with the Authority and maintain a record of all changes before approval of Master Plan by Competent Authorities.
- iv. The digital / spatial database shall be provided in GIS Platform and also in AutoCAD platform to the Authority.

4.2 Deliverable and Payment Milestones

The Consultant must provide with a detailed report and presentation of tasks, process, and findings at every stage along with as required submission listed in Table 2. For closure of each stage, all the submissions by the Consultant must be approved and accepted by the Authority.

Table 2: Submissions by the Consultant

| S.No. | Milestones/Deliverables | Completion / Submission Time (at the end of) (from date of award of contract) | % Payment on Approval of the Deliverable. |
|-------|--|---|---|
| 1 | <p>Stage 1- Review of the existing planning framework and Review of Global Good Practices <i>(Submission of Inception Report)</i> i. Mobilization Plan & team deployment; (within 7 days) ii. Approach and methodology; (within 15 days) iii. Work Plan; (within 15 days) iv. Review of the existing planning framework; (within 30 days) v. Review of Global Good Practices (within 45 days)</p> | 45 days (1.5 Months) | 5% |
| 2 | <p>Stage 2- Baseline Assessment & Gap Analysis <i>Note: All the spatial data collected by the consultant must be on GIS</i></p> | 3 Months from the award of contract | 10% |
| 3 | Stage 3- Vision Plan | 4 Months from the award of contract | 15% |
| 4 | Report of stakeholder consultation and suggested amends along with impact analysis of the changes | 4.5 Months from the award of contract | 5% |
| 5 | Stage 4- Conceptual Master Plan | 5 Months from the award of contract | 15% |
| 6 | <p>Stage 5- Master Plan-2045, First Draft Report <i>Note: All the spatial data collected by the consultant must be on GIS</i></p> | 6.5 Months from the award of contract | 15% |
| 7 | <p>Stage 6A - Draft ToR for appraisal by committee concerned (MoEF/ SEAC) (To be submitted at the time of finalization of master plan)</p> <p>Submission of detailed EIA & EMP reports as per approved ToR by appraisal committee.</p> <p>Submission of final EIA report duly incorporating minutes of Public hearing/ consultation along with all the required documents for appraisal by committee (MoEF/ SEAC)</p> <p>Obtaining Environmental Clearance</p> <p>Obtaining CTE subsequent to EC accorded</p> <p>Stage 6B- Assistance to Authority in notification and submission of finalized Master Plan 2045 Zoning Regulations and action Plans. <i>Note: All the spatial data collected by the consultant must be on GIS</i></p> | 10 months from the award of contract | 20% |

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| S.No. | Milestones/Deliverables | Completion / Submission Time (at the end of) (from date of award of contract) | % Payment on Approval of the Deliverable. |
|--------------|--|--|--|
| 8 | Approval of the Master Plan 2045 from all the competent authorities. | 11 months from the award of contract | 15% |

In case of a delay in submission of deliverable/s by more than one (1) month and if the cause of delay is solely attributed to the consultant, the Authority may impose a penalty of 2% of total cost of amount payable at that deliverable per month of delay. The decision of the Authority shall be final and binding on the consultant. All the submissions by the consultant must be made in hard and soft copies. Minimum 10 hard copies must be submitted for each submission.

Subject to submission of tax invoice by the consultant, the client will release 50% payment due against a particular milestone if the comments/approval from the client is not received within 45 days from the date of formally submission of the report (hard copy). Remaining 50% shall be released only after receipt of comments/approval from the concerned Nodal Agency/client.

Payment shall be made within 45 days from the approval of the relevant deliverables, and within 75 days in the case of the final payment, on achievement of milestones.

5 Standard Forms – Technical Proposal

| | |
|----------|--|
| Form 3A: | Proposal Submission Form |
| Form 3B: | Format for Eligible Projects |
| Form 3C: | Format for Average Annual Turnover of Applicant |
| Form 3D: | Format for Power of Attorney for Authorized representative |
| Form 3E: | Format of Bank Guarantee for Bid Security |
| Form 3F: | Description of Approach, Methodology and Work Plan for Performing the Assignment |
| Form 3G: | Team Composition and Task Assignments |
| Form 3H: | Curriculum Vitae (CV) for Proposed Professional Staff (with one page of summary of experience) |
| Form 3I: | Staffing Schedule |
| Form 3J: | Work Schedule |

5.1 Form 3A: Proposal Submission Form

(To be printed on Letter Head)

[Location, Date]

To
Manager (Admin),
First floor, Pahariya guest house,
Irrigation department, Mata Tila Colony,
Jhansi, Uttar Pradesh

RFP dated [date] for [name of assignment]

Dear Sir,

With reference to your RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [sole applicant]

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFP. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFP.

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

Further:

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.

2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.

3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. We declare that:
 - a) We have examined and have no reservations to the RFP, including any Addendum issued by the Authority;
 - b) We do not have any conflict of interest in accordance with the terms of the RFP;
 - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and
 - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants.
8. We declare that we are not a member of any other Consortium/JV applying for selection as a Consultant.
9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that we have not been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.
11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of Consultant or in connection with the selection process itself in respect of the above-mentioned Project.
13. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Project is not awarded to us or our proposal is not opened or rejected.
14. In the event of our being selected as the Consultant, we agree to enter into a Contract in accordance with the contract prescribed in the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

15. We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by Client or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy.

16. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.

17. We agree and undertake to abide by all the terms and conditions of the RFP Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Email Address:

Contact no:

(Name and seal of the Applicant/ Member in Charge)

5.2 Form 3B: Format for Eligible Projects

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within a JV for carrying out consulting services similar to the ones requested under this assignment.]

- **Projects experience without the client certificate will not be evaluated.**
- For Eligible Projects, ongoing projects completed to 80 percent can be considered.

| | |
|--|---|
| Assignment Name and project cost: | Approx. value of the contract (in INR in Crore): |
| Country & location: | Duration of assignment (months): |
| Name of Client: | Total No. of staff-months of the assignment: |
| Address: | Approx. value of the services provided by your firm under the contract (in INR in Crore): |
| Start Date (Month/Year): Completion Date (Month/Year): | No. of professional staff – months provided by associated Consultants: |
| Name of Lead Partner: | Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader): |
| Name of Associated Consultants, If any: | |
| Narrative Description of Project: (highlight project capital cost in the narration) | |
| Description of actual services provided by your staff within the assignment: | |

Firm's Name:

Authorized Signature:

Note: For the purpose of evaluation of Applicants INR 84.00* (INR Eighty Four only) per USD shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to USD as on the date 60 (sixty) days prior to the proposal due date and the amount so derived in USD shall be converted into INR at the aforesaid rate. The conversion rate of such currency shall be the daily representative exchange rates published by the IMF for the relevant date Please limit the description of the project to four (04) single sided pages (two double sided pages) A4 size sheet of paper. Descriptions exceeding two A4 size sheet of paper shall not be considered for evaluation.

*chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://old.cbic.gov.in/htdocs-cbec/customs/cs-act/notifications/notfns-2023/cs-nt2023/csnt68-2023.pdf

5.3 Form 3C: Format for Average Annual Turnover of Applicant:

| Average Annual Turnover of Applicant | | |
|--------------------------------------|---|---|
| Sr. | Financial Years | Revenue from Consultancy Services (INR) |
| 1. | FY 2021 | |
| 2. | FY 2022 | |
| 3. | FY 2023 | |
| 4. | Average Annual Turnover of Applicant | |

Certificate from the Statutory Auditor

This is to certify that [name of company] [registered address] has received the payments shown above against the respective years.

Name of Authorized Signatory:

Designation:

Name of firm:

Signature of Authorized Signatory:

Seal of Audit firm:

UDIN:

5.4 Form 3D: Format for Power of Attorney for Authorized representative

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorise Mr / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the "Authorised Representative"), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as consultant for [name of assignment], to be developed by Bundelkhand Industrial Development Authority (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until the entering into of the Contract with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in 'yyyy' format].

For [name and registered address of organization]

[Signature]

[Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]

2. [Signature, name and address of witness]

Accepted

Signature]

[Name]

[Designation]

[Address]

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.*
2. *Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

5.5 Form 3E: Format of Bank Guarantee for Bid Security

BG No.

Date:

1. In consideration of you, Bundelkhand Industrial Development Authority, having its registered office at '*First floor, Pahariya guest house, Irrigation department, Mata Tila Colony, Jhansi, Uttar Pradesh, India*' (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of [Name of company], a company registered under the Companies Act, 1956 and having its registered office at [registered address of company], [name of company] and [name of company] (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Consultant for [name of assignment] (hereinafter referred to as the "Consultancy") pursuant to the RFP Document dated [date] issued in respect of the Consultancy and other related documents including without limitation the draft contract for consultancy services (hereinafter collectively referred to as "RFP Documents"), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of relevant clause of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [in figures] ([in words]) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFP Document.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Document including, Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFP Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the RFP Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words]).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Proposal Due Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.

5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP

Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and Delivered by [name of bank]

By the hand of Mr. /Ms. [name], it's [designation] and authorised official.

(Signature of the Authorised Signatory) (Official Seal)

Notes:

- *The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.*
- *The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.*

5.6 Form 3F: Description of Approach, Methodology and Work Plan for Performing the Assignment

Project Management and Technical approach with methodology and work plan are key components of the Technical Proposal. The consultant is suggested to present its Technical Proposal divided into the following chapters:

- a) Project Management Approach
 - b) Technical Approach and Methodology,
 - c) Work Plan, and
 - d) Organization and Staffing.
-
- *Project Management Approach: In this section the consultant shall explain its overall philosophy with project management, the systems, tools and processes used to manage the cost and schedule. Specifically, the consultant must describe how it will organize and deliver the project management tasks/deliverables required in Terms of Reference.*
 - *Technical Approach and Methodology: In this chapter the consultant should explain the understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities to obtain the expected output and the degree of detail of such output. The consultant should highlight the problems to be addressed along with their importance and explain the technical approach the consultant would adopt to address them. The consultant should also explain the proposed methodologies to adopt and highlight the compatibility of those methodologies with the proposed approach.*
 - *Work Plan: In this chapter the consultant should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client) and delivery dates of the reports. The proposed work plan should be consistent with the project management and technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form below.*
 - *Organization and Staffing: In this chapter the consultant should propose the structure and composition of the proposed team. The consultant should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.*

5.7 Form 3G: Team Composition and Task Assignments

| 1. Professional Staff | | | | |
|-----------------------|------|-------------------|-------------------|---------------|
| Name of Staff | Firm | Area of expertise | Position Assigned | Task Assigned |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| 2. Support Staff | | | | |
|------------------|------|-------------------|-------------------|---------------|
| Name of Staff | Firm | Area of expertise | Position Assigned | Task Assigned |
| | | | | |
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| | | | | |

**Consultants, who are executing ongoing mandates with the Client, must propose a separate team of Key Personnel while bidding for this project. The Key Personnel proposed above should be stationed at the client location and be available for presentations/ discussions /meetings with the Client, State Government etc*

5.8 Form 3H: Curriculum Vitae (CV) for Proposed Professional Staff (with one page of summary of experience)

| | | | | | |
|---|---|----------|--|---------------|-----------------------------|
| 1 | Proposed position | | | | |
| | Name of firm | | | | |
| | Name of Staff | | | | |
| | Date of Birth | | | | |
| | Nationality | | | | |
| | Education | | [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of obtainment starting from the latest degree] | | |
| | Membership of Professional Organizations | | | | |
| | Training & Publications | | Indicate significant training since education degrees (under 5) were obtained | | |
| | Countries of Work Experience | | List countries where staff has worked in the last ten years | | |
| | Languages | Language | Proficiency (good/ fair/ poor) | | |
| | | | Speaking | Reading | Writing |
| | | English | | | |
| | Employment record (starting with present position, list in reverse order every employment held by staff member since graduation) | | Name of Organization | Position held | Duration YYYY to present |
| | | | | | |
| | | | | | |
| | | | | | |
| | Details of tasks assigned | | | | |
| | 13. Work Undertaken that Best Illustrates Capability to Handle tasks assigned. | | [Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the task assigned: Year: Location: Client: Project Cost: Main project features: Positions held: Activities performed: | | |
| | Certification | | I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful | | |

Hiring a Consultant for Preparation of Vision Document & Master Plan 2045 for Bundelkhand Industrial Development Authority (BIDA)

| | | |
|--|-----------------------|---|
| | | misstatement described herein may lead to my disqualification or dismissal, if engaged. |
| | Signature | Signature |
| | Date (dd/mm/yyyy): | Date (dd/mm/yyyy): |
| | Name of staff member: | Name of Authorized Signatory: |

Note:

Please restrict the number of pages per CV to four (04) pages (two sheets if printed both sides). The one-page summary shall be over and above the four (04) page CV. Pages in the CV greater than these limits shall not be considered for evaluation.

5.9 Form 3I: Staffing Schedule

| Sr. | Name of key staff | Staff input (in the form of a bar chart) | | | | | | | Total staff input |
|-----|-----------------------|--|----|----|----|----|----|---|-------------------|
| | | M1 | M2 | M3 | M4 | M5 | M6 | n | (months) |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | Name of support staff | M1 | M2 | M3 | M4 | M5 | M6 | n | (months) |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | Total | | | | | | | | |

5.10 Form 3J: Work Schedule

A. Field investigations and study teams

| Sr. | Activity | Months (in the form of a bar chart) | | | | | | | Total |
|-----|--------------|-------------------------------------|----|----|----|----|----|---|----------|
| | | M1 | M2 | M3 | M4 | M5 | M6 | n | (months) |
| | | | | | | | | | |
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| | | | | | | | | | |
| | Total | | | | | | | | |

B. Completion and submission of reports

| Sr. | Reports | Date |
|-----|---------|------|
| | | |
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6 Standard Forms- Financial Proposal

(to be sealed separately in an envelope, separate from the technical proposal)

| | |
|----------|--|
| Form 4A: | Financial Proposal Submission Form |
| Form 4B: | Summary of Costs |
| Form 4C: | Breakdown of Costs |
| Form 4D: | Breakdown of Remuneration of key staff |
| Form 4E: | Breakdown of Out of Pocket Expenses |

6.1 Form 4A: Financial Proposal Submission Form

(to be sealed separately in an envelope, separate from the technical proposal)

(To be printed on Letter Head)

[Location] [Date]

To

Manager (Admin),
First floor, Pahariya guest house,
Irrigation department, Mata Tila Colony,
Jhansi, Uttar Pradesh

Dear Sir,

Subject: [name of assignment].

We, the undersigned, offer to provide the consulting services for [name of assignment] in accordance with your Request for Proposal dated [date] and our Proposal. Our attached Financial Proposal is for the sum of [amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, 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 sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of Firm:

Address:

6.2 Form 4B - Summary of Costs

(to be sealed separately in an envelope, separate from the technical proposal)

| Item | Amount in words | Amount in figures Cost (INR) |
|---|------------------------|---|
| Costs of Financial Proposal (including all other taxes) | | |
| GST | | |
| Total cost of Financial Proposal (including GST) | | |

GST would be payable at the applicable rates as may be in force from time to time. All cost associated with the assignment should be quoted only in Indian National Rupees (INR).

All payments will be done by the Client (BIDA) only in Indian National Rupees.

6.3 Form 4C - Breakdown of Costs

(to be sealed separately in an envelope, separate from the technical proposal)

| Cost Component | Amount in words (INR) | Amount in figures (INR) |
|-----------------------------------|------------------------------|--------------------------------|
| Remuneration | | |
| Out of pocket expenses | | |
| Cost of financial proposal | | |

6.4 Form 4D - Breakdown of Remuneration

| Name | Position | Staff-month Rate | Input (Staff-months) | Amount (in Indian Rupees) |
|---------------|----------|------------------|----------------------|---------------------------|
| Key Staff | | | | |
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| Support Staff | | | | |
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| | | | | |
| | | | Total Costs | |

6.5 Form 4E - Out of Pocket Expenses

(to be sealed separately in an envelope, separate from the technical proposal)

| Sr. | Description | Unit | Unit cost | Quantity | Amount |
|------------|---|-------------|------------------|-----------------|---------------|
| | Per diem allowances (including board and lodging) | Day | | | |
| | Air Travel | Trip | | | |
| | <u>Local travel expenses</u> | <u>Day</u> | | | |
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| | | | | | |
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| | | | | | |
| | <u>Total</u> | | | | |

7 Form 5- Declaration

Declaration for not being barred by the Central Government, any State Government, a statutory authority or a public sector

Declaration Letter for “<insert name of the RFP>”

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to <insert name of the RFP>, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> has not been blacklisted by any Central / State Government Department / Public Sector Undertaking.

Sincerely,

(Signature of the Authorized Person)

(Seal and stamp of the Organisation)

Name:

Designation:

8 Form 6- Declaration

Declaration that, during the last three years, the Bidder has neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.

Declaration Letter for “<insert name of the RFP>”

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to <insert name of the RFP>, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> has during the last three years, neither failed to perform on any agreement, nor has been evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or agreement nor have had any agreement terminated for breach by us.

Sincerely,

(Signature of the Authorized Person)

Name:

Designation:

9 General Conditions of Contract

9.1 General provisions

(i) Definitions

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

- a) "Applicable Law" means the all laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in India as they may be issued and in force from time to time;
- b) "Affiliate" means, with respect to any Party, any other entity that, directly or indirectly: (6) Controls such Party; (b) is Controlled by such Party; (c) is Controlled by the same person who, directly or indirectly, Controls such Party; and "Control" with respect to any person, shall mean: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting share capital, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such person; (b) the possession, directly or indirectly, of a voting interest of more than 50%; and the terms "Controlling" and "Controlled by" shall be construed accordingly;
- c) "Client" means the Party named in the Contract, who employs the Consultant;
- d) "Consultant" or "Consultants" means the party named in the Contract, who is employed as an independent professional firm by the Client to perform the Services;
- e) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) constitute a part, together with all other documents listed in this signed Contract;
- f) "Contract Price" means the price to be paid for the performance of the Services;
- g) "GC" means the General Conditions of Contract;
- h) "Government" means the Government of Client's country;
- i) "Local Currency" means the currency of the Government;
- j) "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; "Lead Member/Member in Charge" means the entity specified in the SC to act on behalf of Each Member in exercising all the Consultants' rights and obligations towards the Client under this Contract;
- k) "Material Adverse Effect" means material adverse effect on (a) the ability of the Consultant to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement;
- l) Master Services Agreement (MSA) shall mean the same as "contract";
- m) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
- n) "Performance Security" shall mean the irrevocable and unconditional bank guarantee provided by the Consultant from a scheduled Indian bank as guarantee for the performance of its obligations in respect of the Contract;
- o) "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;
- p) "Project" means "[name of assignment]";
- q) "SC" means the Special Conditions of Contract by which these General Conditions of the Contract may be amended or supplemented;
- r) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in TOR;
- s) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of this contract; and,
- t) "Work Order" means a specific directive or order to perform a defined scope for a defined duration and fee
- u) "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.
- v) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, 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 the Client of the benefits of free and open competition.

- (ii) Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and shall be subject to the jurisdiction of the Courts at Lucknow.
- (iii) Language: This Contract has been executed in the language specified in the SC, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- (iv) Notices: Any notice, request or consent made pursuant to the 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.
- (v) Location: The Services shall be performed at such locations as whether in Country or elsewhere, as the Client may approve.
- (vi) 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 in the SC.
- (vii) Taxes and Duties: Unless otherwise specified in the SC, 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.
- (viii) The Client shall be entitled to deduct any Taxes required to be deducted at source under Applicable Law from any payments to be made by it to the Consultant. Further, in the event that the Client receives notification or assessment of any Taxes (whether as an agent, or in substitution of the Consultant, any Sub-consultants or its Personnel, servants, agents or otherwise) in respect of or arising out of the performance of the Consultant's obligations under this Agreement which remain outstanding, the Client shall notify the Consultant of the same and the Consultant shall promptly take all necessary action for settlement and/or any other lawful disposal of such notification or assessment. Furthermore, the Consultant shall pay forthwith on demand to the Client all costs including fines and penalties, which the Client may incur as a result of:
 - 1. the Client having been required by any governmental authority to pay any Taxes which the Consultant is liable to bear hereunder; or
 - 2. any cost actually sustained by the Client for failure by the Consultant to pay any Taxes for which it is responsible under this Contract.

- (ix) Interpretation: In the Contract, unless the context otherwise requires:
- (x) The singular includes the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender.
- (xi) A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), includes a reference to any document, agreement, deed or other instrument as may be varied, amended, supplemented, restated, novated or replaced, from time to time.
- (xii) A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), means a reference to such document, agreement, deed or other instrument and to all appendices, annexes, schedules and parts attached or relatable thereto, all of which shall form an integral part of such document, agreement, deed or other instrument, as the case may be.
- (xiii) A reference to any Applicable Law includes any amendment, modification, re-enactment or change in interpretation or applicability of such Law and a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to
- (xiv) Where a word or phrase has a defined meaning, any other part of speech or /grammatical form in respect of the word or phrase has a corresponding meaning. 6.1.8.6 The words 'include' and 'including' are to be construed without limitation. The terms 'herein', 'hereof', 'hereto', 'hereunder' and words of similar purport refer to the Contract as a whole. Where a wider construction is possible, the words 'other' and 'otherwise' shall not be construed ejusdem generis with any foregoing words.
- (xv) In the Contract, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of the Contract.
- (xvi) Any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done.
- (xvii) The rule of interpretation which requires that a Contract be interpreted against the person or Party drafting it shall have no application in the case of this Contract.
- (xviii) References to a person (or to a word importing a person) shall be construed so as to include:
 - a) Individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other Governmental Authority (whether or not in each case having separate legal personality);
 - b) That person's successors in title and assigns or transferees permitted in accordance with the terms of the Contract; and
 - c) References to a person's representatives shall be to its officers, Personnel, legal or other professional advisors, subcontractors, agents, attorneys and other duly authorized representatives.

9.2 Commencement, completion, modification and termination of contract

- (i) Effectiveness of Contract: This Contract shall come into effect on the date the Contract is signed by both the Parties, or such other date as may be stated as per SC.
- (ii) Commencement of Services: The Consultants shall commence the Services from 15th (fifteen) day of effectiveness of the Contract or any date prior to that, notified by the Client.
- (iii) Expiration of Contract: Unless terminated earlier pursuant to relevant clauses in this contract hereof, this Contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.
- (iv) 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.
- (v) Force Majeure
 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 to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.
 2. No Breach of Contract: The failure of a party to fulfil 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 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.
 - c) the dates of commencement and estimated cessation of such event of Force Majeure; and
 - d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.
 3. The Parties agree that neither Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.
 4. 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.
 5. 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 services after the end of such period.

9.3 Termination

- (i) By the client: The Client may terminate this Contract, by not less than thirty (30) days' or sixty (60) written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in this clause:
 - a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within a period of sixty (60) days, after being notified or within such further period as the Client may have subsequently approved in writing;
 - b) within thirty (30) days, if the Consultants 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;
 - d) within thirty (30) days, if the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
 - e) within thirty (30) days, if the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client;

- f) within thirty (30) days, if the Consultant, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;
- g) if the Client, in its sole discretion and for any reason whatsoever, within a period of sixty (60) days' decides to terminate this Contract.
- (ii) By the Consultants: The Consultants may terminate this Contract, by not less than thirty (30) day's' written notice to the Client, such notice to be given after the occurrence of the events specified in this clause:
1. if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or
 2. 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.
- (iii) Cessation of Rights and Obligations: Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 hereof, (iv) the rights of indemnity of the Client specified in clause 11 and (v) any right which a Party may have under the Applicable Law.
- (iv) Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to relevant clauses hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall handover all project documents under procedure described in this contract.
- (v) Payment upon termination: Upon termination of this Contract, the Client will make the following payments to the Consultants:
- a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
 - b) If the Contract is terminated pursuant to Clause 6.4.1a), b), d), e) or f), the Consultant shall not be entitled to receive any agreed payments upon termination of the Contract. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of relevant clauses of this Contract. The consultant will be required to pay any such liquidated damages to Client within 30 days of termination date.
- (vi) Disputes about Events of Termination: If either Party disputes Termination of the contract under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

9.4 Obligations of the Consultants

- (i) **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 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.
- (ii) **Conflict of interest**
 - 1. Any breach of an obligation under Clause 6.5.2 shall constitute a conflict of interest ("Conflict of Interest"). The Consultant shall comply and shall ensure the Sub-consultants and Affiliates of the foregoing comply with the provisions of Clause 6.5 and any breach of such an obligation shall constitute an event of default by the Consultant for the purposes of this Contract. The Consultant shall promptly disclose any Conflict of Interest to the Client. For the avoidance of doubt, the Consultant agrees that a disclosure of any Conflict of Interest shall not in any manner whatsoever be deemed to cure such Conflict of Interest.
 - 2. **Consultants Not to Benefit from Commissions, Discounts, etc.:** The remuneration of the Consultants pursuant to relevant clauses hereof shall constitute the Consultant's 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 under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants and agents of either of them, similarly shall not receive any such additional remuneration.
 - 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 their affiliates, as well as any Sub-consultant and any of its affiliates, 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 for the period of two years.
- (iii) **Prohibition of Conflicting Activities:** Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
 - a) during the term of this Contract, any business or professional activities 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.
- (iv) **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.
- (v) **Consultant's 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, (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, (iii) that the extent of sub-contracting would be restricted to 30 (thirty) percent of the contract price, and (iv) the Client will be provided by the Consultant with particulars (name, financial & technical background, sub-consultancy fee) of the sub-consultant.
 - b) appointing such members of the Personnel, as are not mentioned in the Technical Proposal, and
 - c) any other action that may be specified in the SC.
- (vi) **Reporting Obligations:** The Consultants shall submit to the Client the reports and documents specified in TOR, in the numbers, and within the periods set forth in this contract.

- (vii) Documents Prepared by the Consultants to be the Property of the Client: All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to 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 and software 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.
- (viii) Liability of the Consultants: Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.
- (xi). 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 Special Conditions (SC), and (ii) within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Client, copies of such policy certificates, copies of the insurance certificates and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract. (iii) if the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client will apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultants, and the Consultants shall be liable to pay such amounts on demand by the Client. (iv) the insurance policies so procured shall mention the Client as the beneficiary of the Consultants and the Consultants shall procure an undertaking from the insurance company in this regard.

9.5 Consultants' personnel

(i) Description of Personnel

1. The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' core team are described in this contract. The core team are hereby approved by the Client. If additional work is required beyond the scope of the Services specified in TOR, the level of effort and/or staff assigned may be increased by agreement in writing between the Client and the Consultants, and the cost relating thereto shall be determined as per the man month rates indicated in the financial bid.
2. If required to comply with the provisions of this Contract, adjustments with respect to level of effort, staff assignments, time 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, scope, qualifications of team or deliverables and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in this Contract. Any other such adjustments shall only be made with the Client's prior written approval.

(ii) **Removal and/or Replacement of Key Personnel**

1. The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of two (2) personnel and that too by only equally or better qualified and experienced personnel which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on. The replacement of the team leader shall not be considered.
2. If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have 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.
3. Any of the Personnel provided as a replacement under clauses above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the 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.

9.6 Obligations of the client

1. Assistance and Exemptions: Unless otherwise specified in the SC, the Client will use its best efforts to ensure that the Government will provide the Consultants, Sub- consultants and Personnel with work permits and such other documents as necessary to enable the Consultants, Sub consultants or Personnel to perform the Services:
2. assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;
3. facilitate prompt clearance through customs of any property required for the Services;
4. 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;
5. 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.

9.7 Payments to the consultants

1. Payment terms: The Consultants total remuneration including out of pocket expenses shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services. In addition to these, any conditions mentioned in the SC shall also be applicable to this contract. The Contract Price may only be increased, if the parties have agreed to additional payments in accordance with relevant clauses hereof.
2. Subject to submission of tax invoice by the consultant, the client will release 60% payment due against a particular milestone if the comments/approval from the client is not received within 45 days from the date of formally submission of the report (hard copy). Remaining 40% shall be released only after receipt of comments/approval from the concerned Nodal Agency/client.
3. Currency: The price is payable in local currency i.e. Indian Rupees.
4. Payment for Additional Services: For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this contract.

9.8 Settlement of disputes

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 its interpretation.
2. Disputes Settlement: Any dispute between the Parties as to matters arising out of and relating to this Contract that 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 provision specified in the SC.

9.9 Responsibility for accuracy of project documents

(i) **General**

1. The Consultant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey/ investigations and correcting layout etc. if required during the execution of the Services.
2. The Consultant shall be fully responsible for the accuracy of plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings noticed and the Client will bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.

9.10 Liquidated damages

1. If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees. The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract.

9.11 Representation, warranties and disclaimer

The Consultant represents and warrants to the Client that:

- (i) it is duly recognize, validly existing and in good standing under the applicable laws of its Country;
- (ii) it has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated hereby;
- (iii) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Contract;
- (iv) it has the financial standing and capacity to undertake the Project;
- (v) this Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (vi) it is subject to laws of India with respect to this Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- (vii) there are no actions, suits, proceedings, or investigations pending or, to the Consultant's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Consultant under this Contract or materially affect the discharge by the Consultant of its obligations under the Contract.
- (viii) no representation or warranty by the Consultant contained herein or in any other document furnished by it to the Client contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- (ix) no sums, in cash or kind, have been paid or will be paid, by or on behalf of the Consultant, to any person by way of fees, commission or otherwise for securing the Contract or for influencing or attempting to influence any officer or employee of the Client in connection therewith.

9.12 Miscellaneous

Assignment and Charges

- (i) The Contract shall not be assigned by the Consultant save and except with prior consent in writing of the Client, which the Client will be entitled to decline without assigning any reason whatsoever.
- (ii) The Client is entitled to assign any rights, interests and obligations under this Contract to third parties.
- (iii) Indemnity: The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.
- (iv) Governing Law and Jurisdiction: The Contract shall be construed and interpreted in accordance with and governed by the Applicable Law of India and subject to relevant clauses hereof and the SC, the Courts at Lucknow, India shall have jurisdiction over all matters arising out of or relating to the Contract.
- (v) Waiver
 - 1. Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations or under the Contract:
 - a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Contract;

- b) shall not be effective unless it is in writing and executed by a duly recognized representative of such Party; and
- c) shall not affect the validity or enforceability of the Contract in any manner.
2. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance or any variation or the relinquishment of any such right hereunder.
- (vi) Survival: Termination of the Contract (a) shall not relieve the Consultant or the Client of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.
- (vii) Notices: Unless otherwise stated, notices to be given under the Contract including but not limited to a notice of waiver of any term, breach of any term of the Contract and termination of the Contract, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the SC. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.
- (viii) Severability: If for any reason whatever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Contract or otherwise.
- (ix) No Partnership: Nothing contained in the Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.
- (x) Language: All notices required to be given under the Contract and all communications, documentation and proceedings which are in any way relevant to the Contract shall be in the language specified in the SC.
- (xi) Exclusion of Implied Warranties etc.: The Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in the Contract.
- (xii) Agreement to Override Other Agreements: The Contract supersedes all previous agreements or arrangements between the Parties, including any memorandum of understanding entered into in respect of the contents hereof and represents the entire understanding between the Parties in relation thereto.
- (xiii) Counterparts: The Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of the Contract.

10 Special Conditions of Contract

The Special Conditions of Contract

The Special Conditions (SC) of contract contains number of amendments and supplements to clauses in the General Conditions of the Contract.

10.1 (f) The contract price payable in Indian Rupees is (exclusive of GST).

10.2 (j) The Member in-charge is [name of consultant].

10.3 (n) Performance security

(i) The Consultant will furnish within fifteen (15) days of the issue of Letter of Acceptance (LOA), an unconditional and irrevocable bank guarantee as Performance Security in the format given in "Annexure A" from a Scheduled Commercial Indian Bank for an amount equivalent to 5 (five) percent of the total cost of Financial Proposal under this Assignment.

10.4 The language is English.

10.5 The client address is [name, designation, telephone, facsimile, address].

10.6 The consultant address is [name, designation, telephone, facsimile, address].

10.7 The Authorized Representative for the consultant is [name, designation].

10.8 The Authorized Representative for the consultant is [name, designation].

10.9 For domestic consultants/personnel and foreign consultants/personnel who are permanent residents in India The Consultants and the personnel shall pay the taxes, duties, fees, levies/expenses and other impositions levied under the existing, amended or enacted laws during life of this contract and the Client will perform such duties in regard to the deduction of such tax as may be lawfully imposed. The Consultant will be paid by BIDA only GST over and above the cost of Financial Proposal. All other applicable taxes, levies, duties, etc., if any, shall be borne by Consultant.

10.10 The date on which this Contract will come into effect is [date].

10.11 The duration of assignment shall be 36 (Thirty Six months) months and with option to extend the contract duration with mutual written agreement.

10.12 Limitation of the Consultants' Liability towards the Client

(a) Except in case of negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:

(i) for any indirect or consequential loss or damage; and

(ii) For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.

(b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.

10.13 Risks and coverage

(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, for Rs.10,00,000/- (Rupees Ten Lakhs only) for the period of consultancy.

(c) Professional Liability Insurance: Consultants will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of five years beyond completion of Consultancy Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder or (ii) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency]. The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in the contract. In case of joint venture or 'in

association', the policy should be in the name of joint venture / in association entity and not by the individual partners of the joint venture/association.

(d) Employer's liability and workers' compensation insurance shall be in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant revisions 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 all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.

(e) Any other insurance that may be necessary to protect the Client, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable.

10.14 Dispute settlement: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this Contract, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be Lucknow and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.