



Baghpat-Baraut-Khekra Development Authority

Request for proposal for Appointment of Consultant for the Preparation of Zonal Development Plan for Cluster – 2 in Baghpat-Baraut-Khekra

May 2026



Issued by:
Baghpat-Baraut-Khekra Development Authority
Collectorate Compound,
Delhi Road, Distt Baghpat, Uttar Pradesh- 250609

Disclaimer

This Request for Proposal (RFP) document for **Appointment of Consultant for the Preparation of Zonal Development Plan for Cluster – 2 in Baghpat-Baraut-Khekra** (hereinafter referred to as the “Consultant” or “Consultant”) contains brief information about the scope of work and qualification process for the successful applicant. The purpose of the RFP Document is to provide the applicants (hereinafter referred to as “Applicant/s”) with information to assist the formulation of their proposals (hereinafter referred to as the “Proposal/s”).

While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this document does not purport to contain all the information required by the Applicants. The Applicants should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy, and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal. Baghpat-Baraut-Khekra Development Authority (hereinafter referred to as “BBKDA”, “Client” or the “Authority”) or any of its employees or existing advisors shall incur no liability under any law, statute, rules, or regulations as to the accuracy or completeness of the RFP Document.

The Authority reserves full right to change the terms and conditions in the RFP and scope herein and/ or terminate the RFP process at any stage without assigning any reasons and without any prior notice and no claim of any nature from anyone in this regard shall be entertained.

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SECTION I: NOTICE INVITING TENDER, INFORMATION FOR BIDDERS & INTRODUCTION

1. **NOTICE INVITING TENDER (NIT)** Bidders can download the RFP document from the website <https://etender.up.nic.in/nicgep/app> and submit their response on eProcurement System Government of Uttar Pradesh in the English language as per formats provided annexure of the document.

The key dates and information for the Project are as below:

S. No.	Title	Description
1	Name of the work	Request For Proposal for Appointment of Consultant for the Preparation of Zonal Development Plan for Cluster – 2 in Baghpat-Baraut-Khekra
2	Mode of Bid Submission	Online through e-procurement system https://etender.up.nic.in
3	Type of Tender	Open Tender through National Competitive Bidding (NCB)
4	Type of Bidding System	Single Stage Two Bid System
5	Type of Contract	QCBS 70:30 (H1)
6	Period of Completion	10 Months from the date of Award of Contract Work.
7	Bid Validity Period	180 days
8	EMD/ Tender Fee details	a) Bid Processing Fee: Non-refundable/ Nonadjustable fee of INR 11,800 including plus is to be submitted with each Proposal. b) EMD/ Bid Security Fee: Each Proposal should be accompanied with a EMD/ Bid Security amount of INR 2,00,000/- (Rupees Two Lakh Only). This amount is to be deposited through NEFT/ RTGS mode, in favour of 'Baghpat-Baraut-Khekra Development Authority'. Applicants whose bid security is not received by the Client before the last date of submission, their proposals will be rejected. (Only EMD exemption is allowed for Micro & Small Enterprises & recognized startups as per government policies).
9	Date of uploading the RFP	18.05.2026, 12:00 hrs.
10	Last date of Submission of RFP	03.06.2026, 12:00 hrs
11	Date of opening of technical bid	04.06.2026, 14:00 hrs
12	Contact details for clarification and complaints	Title/ Position –Town Planner Department – Baghpat-Baraut-Khekra Development Authority, Collectorate Compound, Delhi Road, Distt Baghpat, Uttar Pradesh- 250609 E-procurement website http://etender.up.nic.in Email ID – bbkdabaghat01@gmail.com

2. INFORMATION FOR BIDDERS (IFB)

2.1 PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL

The Bidder intending to participate in the bid is required to register in the Portal with some information about the firm. This is a onetime activity for registering in Portal. During registration, the consultant must attach a Digital Signature Certificate (DSC) to his/ her unique user ID. The DSC used must be of appropriate class issued from a registered Certifying Authority such as n-Code solutions CA, Safe script, TCS, MTNL, IDRB, E-Mudra etc.

- a. To log on to the portal the Bidder is required to type his/her username and password.
 - b. The system will again ask to select the DSC and confirm it with the password of DSC. For each login, a user's DSC will be validated against its date of validity and against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
 - c. The tender documents uploaded by the tender inviting officer in the website 'e'-procurement portal <https://etender.up.nic.in> will appear in the section of "tenders by organization" before the due date of tender sale. Only NIT will be published in the newspaper specifying the work details along with mention of the specific website for details. The publication of the tender will be for a specific period till the last date of submission of proposals as mentioned in the 'Notice Inviting Tender' after which the same will be removed from the list of active tenders. Any bidder can view or download the bid documents from the web site.
 - d. If the software application has the provision of payment of cost of tender document through payment gateways of authorized bankers by directly debiting the account of the bidders, bidders will be required to avail on-line payment. Furnishing scanned copies of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as nonresponsive and thus liable for rejection.
1. In the case of any failure, malfunction, or breakdown of the electronic system used during the e- procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.
 2. Any third party/company/person under a service contract for operation of e-procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.
 3. For submission of proposals through the E-Procurement portal, the bidder shall upload the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The on-line bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per NIT.
 4. The officer inviting the Bid/ Engineer-in-charge will clarify queries on the contract data on requisition by the intending bidder. The bidder may ask questions in the e-procurement portal using his DSC; provided the questions are raised before the date mentioned in the home page under critical dates.
 5. The proposals uploaded by the tender inviting officer may consist of conceptual drawings or typical sections of the project. Bidders may download these drawings and take out the print for detailed study. The bidder is required to download all the documents including the drawings for preparation of his bid. It is not necessary for the part of the bidder to upload the Bid documents (after signing) while uploading his bid. He is required to upload documents related to his eligibility criteria and qualification information and price bid duly filled in. It is

assumed that while participating in the bid, the bidder has referred to all the documents uploaded by the officer inviting the bid. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the bid by the officer inviting the bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited

6. Any corrigendum issued shall be part of the bidding documents and shall be notified on the website <https://etender.up.nic.in>
7. All the Sections/documents shall be provided in the portal by the officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and upload the scanned documents in PDF format to the portal in the designated locations of technical bid. Submission of documents shall be affected by using DSC of appropriate class
8. Bids will be opened online as per the time schedule mentioned in the NIT of the RFP
9. Bidders should be ready with the scanned copies of cost of documents & bid security as specified in the tender document. Before submission of bids online, bidders must ensure that scanned copies of all the necessary documents have been attached with the bid.
10. Bidders should submit tender fee & bid security as mentioned in NIT and attach proof of payment along with technical bid, failing which bid will not be accepted. The details of cost of documents, bid security specified in the tender documents should be the same as submitted online (scanned copies), otherwise bid will summarily be rejected.
11. BBKDA will not be responsible for the delay in online submission of bids due to any reason whatsoever.
12. All required information for bid must be filled out and submitted online.
13. Other details can be seen in the bid documents.
14. Only online withdrawal or modification of bids, if any, in pursuance of relevant clauses of the SBD is acceptable
15. Details of documents to be furnished for online bidding:
(Scanned copies of the following documents to be up-loaded in pdf format on the website <https://etender.up.nic.in> in technical bid folder).
 - a. Tender fee
 - b. Bid security in the form specified in RFP.
 - c. Qualification requirement of the bidder information and supporting documents, as specified in RFP.
 - d. Certificates, undertakings, affidavits as specified in RFP.
 - e. Undertakings that the bid shall remain valid for the period specified in RFP
16. Uploaded documents of successful bidder will be verified with the original before signing of the agreement. The successful bidder should provide the originals to the concerned authority on receipt of such a letter in this regard, which will be sent through registered post or speed post or by e-mail or delivered by hand
17. Each upload shall be digitally signed by the bidder.

18. Bidders in order to participate in the bidding process have to get 'Digital Signature Certificate (DSC)' as per Information Technology Act-2000 to participate in online bidding. This certificate will be required for digitally signing the bid.
19. The RFP document shall form part of the contract agreement. The bidder should download all pages of the RFP document and must sign all pages (authorized signatory of the contract agency) before uploading the RFP document in the <https://etender.up.nic.in> portal.

3. INTRODUCTION

3.1 Project Brief

The Zonal Development Plan is a detailed plan for a zone conceived and prepared within the framework of a Master Plan, containing proposals for various land uses, roads, streets, parks, open spaces, community facilities, services, and public utilities, etc. The Uttar Pradesh Urban Planning and Development Act (1973) provides for the preparation of Zonal Development Plans. According to Section 9 (i) of the Uttar Pradesh Urban Planning and Development Act, the Development Authority is required to proceed with the preparation of the Zonal Development Plans for each of the zones simultaneously with the preparation of the Master Plan or as soon as may be thereafter.

The format for the contents of the final Zonal Development Plan shall be broadly in line with the guidelines mandated in the Urban and Regional Plan Formulation and Implementation (URDPFI) Guidelines of Government of India, and various Government orders issued by Housing and Urban Planning Department, Govt. of Uttar Pradesh. The format for the deliverables including all reports and maps, including representation and scale, shall be as mutually agreed between the State Government, Development Authorities, Transit Agency, and Consultant, in the interest of clarity and legibility of the final document/ plan

3.2 Key Instructions

1. Period of availability of tenders online/date & time of bidding on-line/last date of seeking clarification/date of opening of tender papers are as per NIT.
2. Cost of bidding document for a non-refundable fee as indicated shall be in the form of NEFT/RTGS from any scheduled commercial public sector bank, payable at Baghpat in favour of "Baghpat-Baraut-Khekra Development Authority" in employer bank account as provided at NIT of Section -I of RFP.
3. Bids must be accompanied by bid security amount specified in NIT for the work. Bid security shall be in the form as specified in clause 1.19 of Section – II of the bidding documents
4. Bid security shall be deposited as per time & date mentioned as per NIT. Only those applications will be entertained whose cost of bidding document and bid security is received on or before time & date mentioned as per NIT or non-receipt of the same in BBKDA.
5. Bidder(s) shall upload Scanned copy in pdf format/ Digitally Signed copy of his/her Bid Security, tender fee, all necessary documents.
6. The work shall have to be completed in time, failing which penalty for non– completion of work in time shall be imposed, as stated in the bid document.
7. Bidders who have rescinded work in a government department shall not be eligible to participate in the bidding process. Bidders shall provide their banker's contact details, so that BBKDA can contact the bank, if required.

SECTION II: INSTRUCTION TO BIDDERS (ITB) & LIST OF DOCUMENTS

A. INSTRUCTION TO BIDDERS (ITB) General Information

1.1 Scope of Bid

1.1.1 Baghpat-Baraut-Khekra Development Authority (BBKDA), hereinafter referred to as the “Employer”, issues this RFP for the “Consultancy services for preparation of Zonal development plans for Cluster-1 in Baghpat-Baraut-Khekra” as specified in Section 6 of the RFP.

1.1.2 Throughout this bidding document

- a. The term “in writing” means communicated in written form and delivered against receipt.
- b. Except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
- c. “Day” means calendar day.
- d. “Week” means a period of seven days.

1.2 Source of funds

The expenditure of this project shall be funded by Baghpat-Baraut-Khekra Development Authority

1.3 Fraud and Corruption

1.3.1 The Employer requires that bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this, the Employer:

- a. defines, for the purposes of this provision, the terms set forth below as follows:
 - i. “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
 - ii. “Fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
 - iii. “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
 - iv. “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
 - v. “Abuse” means theft, waste or improper use of assets related to Employer-related activity, either committed intentionally or through reckless disregard.
 - vi. “Conflict of interest” means any situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
 - vii. “Obstructive practice” means
 - Deliberately destroying, falsifying, altering, or concealing evidence material to an Employer’s investigation, or deliberately making false statements to investigators, with the intent to impede an Employer’s investigation.
 - Threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to Employer investigation or from pursuing the investigation; or
 - Employer reserves the right directly or through their Auditors to inspect accounts, records and other documents relating to the bid submission and contract

performance pertaining to consultant, supplier, sub-contractor. Deliberate acts intended to impede the exercise of Employer's contractual rights of audit or inspection or access to information; and

- viii. "Integrity violation" including (i) to (vii) above including failure to adhere to the highest ethical standard.
- b. Has the right to reject the bid for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, abusive, coercive, or obstructive practices or other integrity violations in competing for the Contract.
- c. Will sanction a bidder or its successor, including declaring ineligible, for a stated period, to participate in employer's activities, if it at any time determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, obstructive, abusive, conflict of interest, coercive and integrity violation in competing for, or in executing a contract of the employer.
- d. In case it is found during the evaluation or at any time before signing of the agreement or after its execution and during the period of subsistence thereof, that the bidder has made material misrepresentation or has given any materially incorrect or false information, the bidder may be
 - i. Disqualified and banned from further business dealings for a period of two (02) years with the employer forthwith if not yet appointed as the bidder either by issue of letter of acceptance or entering into of the agreement.
 - ii. And if the bidder has already been issued the letter of acceptance or has entered into the agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this bid document, be banned for further business dealings with the employer for a period of two (02) years, by a communication in writing by the employer to the bidder, without the employer being liable in any manner whatsoever to the bidder or the bidder, as the case may be. Further the contract of the bidder may be terminated and the decision of employer in this regard shall be final and binding on the bidder. In case the contract is terminated, employer shall forfeit and appropriate the performance security (to be treated as mutually agreed pre-estimated compensation and damages payable to the employer for, inter alia, time cost and efforts of the employer), without prejudice to any other right or remedy that may be available to the employer.

1.4 Eligible bidders

- 1.4.1 A bidder must be registered as a company/ LLP firm/ Partnership firm/ Proprietorship firm/ Society/ Trust; or government owned enterprise subject to ITB 1.4.4. All bidders shall fill in the technical formats as provided in Section- IV of the RFP document.
 - a. In case of single entity (An entity that cannot be further differentiated into units with their own legal identities):
 - i. Submit power of attorney authorizing the signatory of the bid to commit the bidder.
 - b. Joint-Venture (JV)/ Consortium is not allowed.
- 1.4.2 A bidder or any of its constituents shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified. A bidder may be considered to be in a conflict of interest with one or more parties in the bidding process if any of, including but not limited to, the following apply:
 - a. they have controlling shareholders in common; or
 - b. they receive or have received any direct or indirect subsidy from any of them; or

- c. they have the same legal representative for purposes of this bid; or
- d. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder, or influence the decisions of the employer regarding this bidding process; or
- e. a bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture. A bidder who participates in more than one bid will cause all of the proposals in which the bidder has participated to be disqualified. No bidder can be a sub-contractor while submitting a bid individually or as a partner of a joint venture in the same bidding process. However, subject to any finding of a conflict of interest in terms of ITB 1.4.3 (a) (d) above a bidder, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity.
- f. a bidder or any of its constituents, associates, parent company, or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
- g. Conflict among consulting assignments: neither bidder (including their personnel and sub-consultants), nor any affiliates that directly or indirectly controls, is controlled by, or is under common control with that firm, shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the bidder.
- h. Relationship with employer's Staff: bidder (including their experts and other personnel, and sub-consultants) that have a close business or family relationship with a professional staff of the employer (or of the project implementing agency) who are directly or indirectly involved in any part of:
 - i. the preparation of the scope of work/terms of reference,
 - ii. the selection process for the contract, or
 - iii. the supervision of such contract may not be awarded the contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the employer throughout the selection process and the execution of the contract.

1.4.3 The bidder shall be disqualified if:

- a. The bidder or any of its constituents and/or sub-contractor/ subconsultant included in the bid have been blacklisted/banned for business applicable over all departments with the banning being valid as on the last date of submission of bids, except in cases where such blacklisting/ banning has been withdrawn by competent authority or has ceased on the deadline for submission of the bids, for which satisfactory evidence is to be produced.
- b. Any previous contract of the bidder or of any of its constituents had been terminated for consultant's failure by at any time starting from 02 years before the deadline for submission of bids. Provided, however, there is no stay order or declaration by any court against such termination of the contract or such termination of the contract has not been revoked.
- c. The bidder or any of its constituents has suffered bankruptcy/insolvency or it is in the process of winding-up or there is a case of insolvency pending before any court on the deadline of submission of bids or thereafter till finalization of bids.

- d. The bidder is found ineligible by the employer, in accordance with ITB-1.4.
- e. The bidder or its constituent(s) has been declared to be a poor performer, and the period of poor performance is still in force on the deadline for submission of bids.

- 1.4.4 Government-owned enterprises in the employer's country shall be eligible only if they can establish that they
- a. are legally and financially autonomous,
 - b. operate under commercial law, and
 - c. are not a dependent agency of the
- 1.4.5 The bidder shall not be under suspension from bidding by the employer as the result of the execution of a bid.
- 1.4.6 Bidders shall immediately inform the employer, in case bidder ceased to fulfil eligibility or employer requests to provide evidence for their continued eligibility in terms of ITB 1.4

B. Contents of Bidding Document Sections of Bidding Document

- 1.5.1 The bidding document consists of Section I, II, III, IV, V, VI, VII and VIII which include all the sections indicated below and should be read in conjunction with any addendum/ corrigendum issued in accordance with ITB 1.7.

S. No.	Particulars	Section No
1	Notice Inviting Tender (NIT)	I
2	Information for Bidders (IFB)	
3	Introduction	
4	Instructions to Bidders	II
5	Evaluation and qualification criteria	III
6	Formats for Technical Proposal	IV
7	Scope of work	V
8	General Conditions of Contract	VI
9	Special Conditions of Contract	
10	Contract agreement	VII
11	Securities and Other Forms	VIII
12	Financial Bid & Bill of Quantities (BOQ's)	IX

- 1.5.2 The ITB issued by the employer is a part of the bidding document
- 1.5.3 The employer is not responsible for the completeness of the bidding document and their addendum/ corrigendum, if they were not obtained directly from the source stated by the employer in the IFB. The complete bid document can be viewed / downloaded by the bidder from Uttar Pradesh e-procurement portal of NIC <https://etender.up.nic.in> as mentioned in critical date in the NIT.
- 1.5.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document. Failure to furnish all information or documentation required by the bidding document may result in the rejection of the bid.

1.6 Clarification of RFP document, Pre-Bid meeting

- 1.6.1 A bidder requiring any clarification on the document shall contact the employer through authorized e-mail id of employer or raise its bidding inquiries during the pre-bid meeting if provided for in accordance with ITB 1.6.2. The deadline for seeking clarification by the bidder shall not be later than 14 days (up to 17:00 Hrs. IST) prior to the deadline for submission of bids.

The employer will respond to any request for clarification at least 07 days prior to the deadline for submission of bids through e-procurement portal or through authorized e-mail id of employer. The employer may, if necessary, amend the bidding document as a result of a request for clarification, then it shall do so following the procedure under ITB 1.7

1.6.2 Pre-Bid Meeting

- a. The prospective bidder's designated representative is invited to attend a pre-bid meeting which will be conducted through physical mode, as per the schedule given in NIT.
- b. The bidder's designated representative is invited to attend a pre-bid meeting; The purpose of the meeting will be to clarify issues pertaining to the bid.
- c. The bidder is requested to send in authorized e-mail id of employer not later than the date and time as mentioned in ITB 1.6.1.
- d. The response of the questions raised, (including questions raised during the meeting in writing) without identifying the source, and the responses given, together with any responses prepared after the meeting will be uploaded on e-Procurement portal, <https://etenders.gov.in/eprocure/app>. Any modification to the bidding document that may in the sole discretion of the employer become necessary as a result of the pre-bid meeting shall be made by the employer exclusively through the use of an addendum/ corrigendum pursuant to ITB 1.7.

1.7 Amendment of bidding document

- 1.7.1 At any time prior to the deadline for submission of bids, the employer may amend the bidding document by issuing addendum/ corrigendum.
- 1.7.2 The corrigendum thus issued shall be part of the bidding documents and shall be uploaded in <https://etender.up.nic.in>. The onus is on the bidders to visit the e-procurement portal to see the addendum/corrigendum published by the employer.
- 1.7.3 To give prospective bidders reasonable time in which to take an addendum/ corrigendum into account in preparing their bids, the employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 1.21.1.

C. Preparation of bids:

1.8 Cost of bidding

- 1.8.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and the employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.9 Language of bid

- 1.9.1 The bid, as well as all correspondence and documents relating to the bid exchanged by the bidder and the employer, shall be written in English language.

1.10 Documents comprising in the bid

- 1.10.1 The bidder shall submit their bid on-line on E-procurement portal <https://etender.up.nic.in> as mentioned in para ITB 1.19

The bid shall comprise two parts submitted simultaneously, one called the technical bid containing the documents listed in ITB 1.10.2 and the other the price bid containing the documents listed in ITB 1.10.3

- 1.10.2 The technical bid (cover 1) shall comprise the following.

- a. Letter of technical bid.
- b. Technical proposal in accordance with ITB 1.14.
- c. Documentary evidence in accordance with ITB 1.15, establishing the bidder's qualifications to perform the contract. Bidders shall upload the details of the bid security payment online on the e-bidding portal <https://etender.up.nic.in> along with Bid submission. The bid shall be considered as non-responsive in case of non-submission of scanned copy of bid security payment in the e-bidding portal along with submission of bid. The bidder shall also be considered as non-responsive in case original bid security which was uploaded with the bid on e-bidding portal, is not submitted to BBKDA, Baghpat before the date and time specified in the bidding document.
- d. Written confirmation authorizing the signatory of the bid to commit the bidder, in accordance with ITB 1.18.2.
- e. Details of MSEs in accordance with ITB 1.33
- f. Duly filled bidding forms along with relevant document as mentioned in Section 4: formats for technical proposal

- 1.10.3 The "financial bid" (cover 2) to be submitted in online only inclusive of all taxes etc. and excluding GST amount)

1.11 Letters of bid and schedules

- 1.11.1 The letters of technical bid and price bid, and the schedules, shall be prepared using the relevant forms furnished in Section 4: formats for technical proposal. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. bid, if found with modification, alteration, or substitution it may be considered as non-responsive, and employer reserves the right to reject the bid. All blank spaces shall be filled with the information requested.

1.12 Bid price

- 1.12.1 The bidder shall quote a lumpsum price for the work as mentioned in the bill of quantity. In case the bidder fails to quote the lumpsum amount in the price bid for lumpsum schedules, in such case the offer of the bidder shall be considered nonresponsive, and it shall be summarily rejected.
- 1.12.2 GST shall be paid as applicable in accordance with the prevailing rules of Government of India on submission of GST invoices as per the prevailing government rules. Goods and service tax [GST] will be paid extra as applicable on the submission of GST invoices for first Interim payment certificate.

The subsequent interim payment certificate shall be processed for payment upon submission of documentary evidence in the form of challans/GSTR Form-1 as the case maybe towards payment of GST collected on the previous interim payment certificates to the GST authorities. However, if subsequent bills are raised before the return submission date of previous bill period, the documentary evidence towards payment of GST shall be provided within 7 days from the date of such return filling. The final payment certificate/single payment certificate, payment shall be released on the undertaking by the consultant/supplier for providing evidence within 07 days from the due date of such return filing for final bill based on GST provision for due dates.

1.13 Currencies of bid and payment

- 1.13.1 The currency of bid and payment shall be quoted by the bidder entirely in Indian rupees only. All payments shall be made in Indian rupees.
- 1.13.2 Payment shall be made electronically in the account of the bidder as per the details provided by the bidder.

All payments, will be subject to deduction of tax at source in accordance with the provisions of the Indian Income Tax Act, Indian Goods & Services Tax laws, and any other applicable laws, including any withholding taxes (as per applicable provisions/lower tax deduction certificate issued by tax authorities) etc. Building & Others Construction Workers (BOCW) Cess shall be applicable on contract price (excluding GST). The bidder shall take necessary clearance/exemption and registration certificate for Income Tax/GST/Other Taxes, as applicable.

1.14 Documents comprising the technical proposal

- 1.14.1 The bidder shall furnish a technical proposal including a statement of work methods, personnel, schedule, and any other information as stipulated in Section 4: formats for technical proposal, in sufficient detail to demonstrate the adequacy of the bidders' proposal to meet the work requirements and the completion time.

1.15 Documents establishing the qualification of the bidder

- 1.15.1 To establish its qualifications to perform the contract in accordance with Section 3 (evaluation and qualification criteria) the bidder shall provide the information requested in the corresponding information sheets included in Section 4: formats for technical proposal

1.16 Bid Validity

- 1.16.1 Bids shall remain valid for 180 days after the bid submission deadline date prescribed by the employer. In the case of bid validity is of shorter period than the employer has the right to reject the bid as non-responsive.
- 1.16.2 If a bid security is requested in accordance with ITB 1.17, it shall also be extended up to the date mentioned in the letter of request for extension. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request shall not be required or permitted to modify its bid.

1.17 Bid security

1.17.1 The Bidder shall furnish as part of its bid, a bid security in stipulated form with requisite validity and for the said amount of currency as specified in NIT document

- a. Each proposal should be accompanied by an EMD/bid security amount as mentioned in the Section I, data sheet This amount is to be deposited online through <https://etender.up.nic.in/>. Applicants whose bid security is not received by the employer before the last date of submission, their proposals will be rejected.

Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. Step-by-step manual for online payment of bid processing fee & EMD/ Bid security is as follows.

- i. Go to <https://etender.up.nic.in/>
- ii. Fill the details in the form and select the payment type - Tender fee/EMD/Security deposit with other details.
- iii. Post validating, click on “proceed” button.
- iv. Bidders will get the options to pay through Credit card/ Debit card/ Net banking & NEFT/ RTGS challan mode.
- v. For NEFT/ RTGS challan mode: After generating the challan, bidder needs to initiate NEFT/ RTGS through their bank as per the beneficiary details provided in the challan.
- vi. The bidder can check the status of the payment.

BBKDA 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 the provision of the RFP and contract.

- b. Bidders are required to upload the duly signed scanned copy of the bid security payment in the NIC UP Government e-procurement portal i.e. <https://etender.up.nic.in/nicgep/app> of with the offer on e-procurement portal.
- c. The bid shall be considered as non-responsive in case of non-submission of scanned copy of bid security in the e-bidding portal along with submission of bid.

1.17.2 The bid security of unsuccessful bidders shall be returned as promptly as possible upon the successful bidder's furnishing of the performance security pursuant to ITB 1.36. However, bid security of those bidders who have not been technically qualified shall be returned after opening of price bid.

1.17.3 The bid security of the successful bidder shall be returned as promptly as possible once the successful bidder has furnished the required performance security and signed the contract.

1.17.4 The bid security shall be forfeited:

- a. If a bidder withdraws its bid during the period of bid validity specified by the bidder on the letter of bids
- b. if a bidder misrepresents or omits the facts in order to influence the procurement process.
- c. if the successful bidder fails to:
 - i. sign the contract in accordance with ITB 1.39.
 - ii. furnish performance security in accordance with ITB 1.38.
 - iii. accept the correction of its bid price pursuant to ITB 1.32.2, OR
 - iv. furnish a domestic preference security if so required.
- d. if the affidavit submitted by the bidder or its constituents in pursuance to ITB 1.4.3 or any of the declarations of letter of technical bid submitted by the bidder has been found to be false at any stage during the process of bid evaluation.

- e. Further the employer may advise the authority responsible for issuing the exemption certificate to take suitable actions against the bidder such as cancellation of enlistment certificate etc.

1.18 Format and signing of proposal

- 1.18.1 The technical bid (comprising of documents specified in ITB 1.10.2) and price bid (comprising of documents specified in ITB 1.10.3) shall be submitted online on e-procurement portal of NIC www.etender.up.nic.in only in accordance with the requirements of the bid documents.
- 1.18.2 Bid documents which are to be submitted as scanned documents shall be printed or written in indelible ink (in the case of copies, legible photocopies are also acceptable) and all the pages shall be signed by person or persons duly authorized to sign on behalf of the bidder before scanning and uploading in PDF. Bid documents may be scanned with 100 dpi with a black and white option which helps in reducing the size of the scanned document. Bidders are advised to ensure clarity and visibility of the contents of scanned documents before uploading the same. All pages of the bid, where entries or amendments have been made, shall be initiated by the person or persons signing the bid.

The written confirmation of authorization to sign on behalf of the bidder shall consist of:

- a. In case of Private/ Public companies, a power of attorney (POA) from the legal representative of the company who has been authorized by the board resolution, constitution of the legal entity, articles of incorporation or other valid legal instruments acceptable to the employer. A copy of the board resolution shall also be submitted, where applicable.
 - b. In the case of proprietorship bidders, power of attorney by the proprietors.
 - c. In case of Limited Liability partnership (LLP), a POA from the legal representative of the company who has been authorized by the Board Resolution, constitution of the legal entity, articles of incorporation or other valid legal instruments acceptable to the employer. A copy of the board resolution shall also be submitted, where applicable.
- 1.18.3 Bidders shall follow the method of submission as mentioned in instructions to bidders and for online submission of bids. Submission of bids.

D. Submission and opening of bids

1.19 Submission of Bids

- 1.19.1 Bids can be submitted for all the three clusters, however only up to maximum of two (2) clusters out of the three (3) clusters shall be awarded to any single successful bidder. Bidders should submit their financial bid as per their choice of maximum of three (3) clusters listed in the BOQ.
- 1.19.2 If the bidder submits a bid for more than one cluster, the technical bid shall be submitted with 2 different Resource teams. If any bidder proposes the same team for two cluster, the bid shall be disqualified. Resources must not overlap; any overlap will result in bid cancellation given in the Volume V - Scope of Work Schedule 1.
- 1.19.3 In case a bidder is found to be successful for more than two (2) clusters, the work shall be allocated on the basis of the sequence of the financial bids opened for all clusters or as per the committee. The decision of the Authority shall be final and binding.

- 1.19.4 Bidders shall upload their bid submission online on e-procurement portal www.etender.up.nic.in within the stipulated date and time as mentioned in ITB 1.20.1. The Bidder shall ensure that they retain a copy of the receipt/acknowledgement of their Bid submission which is generated by the system upon successful submission of Bid online.
- 1.19.5 Bids sent through any other means of transmission except as mentioned above shall be treated as invalid and shall stand rejected.
- 1.19.6 No details about price bid shall be submitted/ disclosed directly or indirectly in the technical bid and in such case, the Bid shall be rejected.
- 1.19.7 Bidders are required to upload the payment confirmation of Bid Security (EMD) in the E-Procurement portal of NIC (<https://etender.up.nic.in/nicgep/app>) along with technical bid on e-procurement portal. The bid shall be considered as non-responsive in case of non-submission of scanned copy payment confirmation of Bid Security in the e-bidding Portal. are required to upload the duly signed scanned copy of the bid security in the E-procurement portal of NIC (<https://etender.up.nic.in/nicgep/app>) with the offer on e-procurement portal.

1.20 Deadline for submission of the proposals

- 1.20.1 The bids shall be received on or before the scheduled date of submission as notified in NIT. The BBKDA may extend the deadline for submission of proposals by issuing a corrigendum in accordance with ITB 1.8, in which case all rights and obligations of the authority and the bidders previously subject to the original deadline will then be subject to the new deadline.

1.21 Late Proposals

- 1.21.1 Submission of Bids shall be closed on e-procurement portal at the date & time of submission as prescribed in NIT after which no bid can be uploaded. Any bid received (complete or in parts) after deadline of bid submission by any other means shall not be considered and bids or any other document associated with the Bid submitted on e-procurement portal before deadline of Bid submission shall only be evaluated.

1.22 Withdrawal, substitution, and modification of bids

- 1.22.1 The Bidder may modify, substitute, or withdraw its Bid after submission prior to the Bid Submission Deadline. No bid shall be modified, substituted, or withdrawn by the Bidder on or after the Bid Submission Deadline and Time. For modification of Bid, bidder has to detach its old Bid from e-procurement portal (www.etender.up.nic.in) and upload / resubmit modified bid. For withdrawal of bid, bidder has to click on withdrawal icon at e-procurement portal and can withdraw its Bid. Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, the bidder cannot re-submit Bid again.
- 1.22.2 Any documents submitted by the bidder who withdraws the bid in accordance with ITB 1.22.1 shall not be opened.
- 1.22.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid or any extension thereof.

1.23 Bid Opening

- 1.23.1 The Employer shall conduct the electronic opening of Technical Bids (Cover 1) on e-procurement portal as per the schedule date and time given in NIT. The opening of the Technical Bids and subsequent details can be viewed by the bidders by logging on to the e-procurement portal.
- 1.23.2 The Price Bid (Cover 2) submitted online on e-procurement portal will remain unopened in the e-procurement portal until the date and time of opening of Price Bid. The date and time of the opening of the Price Bid will be notified to all the bidders on e-procurement portal whose bid is found to be substantially responsive and technically qualified.
- 1.23.3 The Technical Bids shall be opened one at a time, and the following shall be recorded:
- a. the name of the Bidder.
 - b. the presence of a scanned copy of payment information of Bid Security and
 - c. any other details as the Employer may consider appropriate.

Only e-procurement Bids recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of Technical Bids.

- 1.23.4 After the evaluation of technical bids, the Employer shall conduct the electronic opening of Price Bids of the bidders who have submitted substantially responsive Technical Bids and are qualified on the basis of evaluation of the Technical Bids. The date and time of the opening of Price Bids will be published through e procurement portal.
- 1.23.5 The Employer will also publish on the e-procurement portal the names of bidders whose bid have not been found substantially responsive to the requirements of the Bidding Document as a result of evaluation of Technical Bid. The Price bids of such technically non-responsive bidders shall not be opened.
- 1.23.6 The Employer shall conduct the electronic opening of Price Bids on the e-procurement portal. The opening of the Price Bids and subsequent details can be viewed by the bidders by logging on to the e-procurement portal.
- 1.23.7 On the Opening of the Price Bids, Summary of Price Bid opening and amount quoted by the bidders shall be informed through e-mail to all the Bidders who are found technically qualified.

E. Evaluation and Comparison of Bids

1.24 Process to be confidential.

- 1.24.1 Information relating to the examination, evaluation, and post qualification of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process.
- 1.24.2 Any attempt by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- 1.24.3 Notwithstanding ITB 1.24.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.

1.25 Clarification of Financial bid

- 1.25.1 To assist in the examination, evaluation and comparison of the Bids, the Employer may, at his discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing and delivered to concerned bidders through an e-procurement portal or through e-mail id mentioned in the Bid Document. The due date and time to respond to these queries will also be communicated. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of errors discovered by the Employer in the evaluation of the Price Bids, in accordance with ITB 1.12.2 and ITB 1.32.1
- 1.25.2 The bidder shall respond to the queries on e-procurement portal or on the email id mentioned in the Bidding Document. If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's requests for clarification, their bid shall be evaluated as per the available information in the submitted bid and bid may be rejected.

1.26 Deviations, Reservations and Omissions

- 1.26.1 During the evaluation of Bids, the following definitions apply:
- a. "Deviation" is a departure from the requirements specified in the Bidding Document.
 - b. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - c. "Omission" is the failure to submit part, or all of the information or documentation required in the Bidding Document.

1.27 Examination of Technical Bids

- 1.27.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 1.11.2 have been provided, and to determine the completeness of each document submitted.
- 1.27.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer may be rejected.
- a. Letter of Technical Bid.
 - b. written confirmation of authorization to commit the Bidder.
 - c. Bid Security
 - d. Technical Proposal in accordance with ITB 1.10 and ITB 1.14

1.28 Responsiveness of Technical Bid

- 1.28.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 1.10.
- 1.28.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- a. If accepted, would.
 - i. affect in any substantial way the scope, quality, or performance of the Works specified in the Contract;

or

- ii. limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights, or the Bidder's obligations under the proposed Contract; or
- b. if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

1.28.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 1.14, Technical Proposal, in particular, to confirm that all requirements of Section 5 (Scope of work) have been met without any material deviation, reservation, or omission.

1.28.4 If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and shall not subsequently be made responsive by correction of the material deviation, reservation, or omission.

1.29 Nonmaterial Nonconformities

1.29.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid that do not constitute a material deviation, reservation, or omission.

1.29.2 Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

1.29.3 Provided that a Technical Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The cost of all quantifiable nonmaterial nonconformities shall be evaluated by Employer and will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of comparison of Bids and shall be advised to technically qualified and substantially responsive Bidders before opening of Price Bid.

1.30 Qualification of the Bidder

1.30.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria). The Documentation/Information produced/Furnished by the Bidder shall be subject to verification by the Employer at any stage during the Bidding Process or during the Contract Execution. In case of the incorrect certification/information furnished by Bidder, being noticed during such verification, the Employer reserves the Right to disqualify or take suitable action. However, the consultant shall not be absolved of the responsibility of submitting the genuine documents and will remain responsible for all the documents submitted even if the Employer does not verify the Documents.

1.30.2 The credentials of Bidder's subsidiaries, SPVs, parent entities, affiliates, Subcontractors, Associates, Sister Companies shall not be considered for qualification of the Bidder unless they are part of Bidding entity.

1.30.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result in the disqualification of the Bid, in which event the Employer shall not open Price Bids of such Bidders.

1.30.4 The Employer reserves the right to reject the bid of the bidder found to be bankrupt or insolvent, goes into liquidation, has a receiving or administrative order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.

1.31 Subcontractors

- 1.31.1 The Employer does not intend for the contractor to execute any specific elements of the Works through nominated subcontractors.

1.32 Correction of Arithmetical Errors

- 1.32.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:
- a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
 - b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected.
 - c. If there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of Price Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Price Bid will be corrected.
 - d. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), (b) and (c) above.
- 1.32.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors mentioned in ITB 1.12.2 and ITB 1.32.1, its Bid shall be disqualified, and its bid Security may be forfeited.

1.33 Preferences & Relaxations

1.34 Evaluation and Comparison of Financial Proposals

- 1.34.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 1.34.2 To evaluate the Price Bid, the Employer shall consider the following:
- a. price adjustment for correction of arithmetic errors in accordance with ITB 1.32.1.
 - b. adjustment for nonmaterial nonconformities in accordance with ITB 1.29.3 and
 - c. application of all the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria).
- 1.34.3 The Employer may seek Clarification/Justification, detailed Price rate analysis and break down unit cost from the bidders, for Comparison and evaluation of financial bids with Internal Benchmarks for award of work to Lowest evaluated bidder in accordance with ITB 1.34.2
- 1.34.4 The Employer may seek Clarification/Justification and detailed Price Rate Analysis towards Abnormally Low/High Rate quoted by the Bidder for evaluation of Financial Bid

1.34.5 In case, the Bidder has quoted the rate “Nil charges/consideration” in the financial Bid, the Bid shall be treated as unresponsive and will not be considered.

1.34.6 The Employer shall reserve the right to reject the proposals of Abnormally Low Rate/High Rate quoted by any or all Bidders, in case, the Bidder has not submitted proper Justification and detailed Price Rate analysis with pertinent supporting documents.

1.34.7 The BBKDA shall reserve the right to call for Negotiations of Lowest Evaluated Bidder for reduction of Price, if any.

1.34.8 Highest Composite Score

In case of more than one bidder having same highest composite score then the bidder who has highest technical score (St) shall be considered for award of work Further, in case technical score are also same then the bidder having higher Average Annual Turnover from Consultancy Services as per clause 1.2 Financial Criteria of Section 3 (Evaluation and Qualification Criteria) shall be considered for the award of the work.

1.35 Employer’s Right to Accept Any Bid, and to Reject Any or All bids.

1.35.1 The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to contract award, without assigning any reason and without incurring any liability to Bidders.

1.36 Notification of Intention for Award of Contract

1.36.1 Standstill provisions are not applicable.

F. Award of Contract

1.37 Award Criteria

1.37.1

- i. Negotiations with the bidders being considered for the award of work. The bidders found successful in accordance with the clause 1.19.1 and Section 3 (Evaluation and Qualification Criteria), shall be invited for negotiations. The negotiations shall generally be for re-confirming the obligations of the bidder under this bidding document and to discuss issues such as availability and deployment of Key Expert(s), methodology proposed to be adopted, work plan etc. However, if considered necessary, negotiations for reducing the price may also be resorted to.
- ii. If any of the Key Expert(s) of the successful bidder, other than the Team Leader, scores less than 60% of the maximum marks allotted to its category, then the concerned Key Expert will have to be replaced with a Key Expert(s), during negotiations, with Key Expert(s) whose score will be minimum 60% or more in accordance with the stipulated qualification and evaluation criteria for its category(s). The Employer shall intimate the concerned bidder for the replacement of rejected Key Expert(s) at the time of inviting the bidder for negotiations and the Key Expert(s) who is/are rejected shall have to be replaced by the bidder within 15 days of issue of such communication from the Employer with another Key Expert(s) whose score will be at least 60% or more in accordance with the stipulated qualification and evaluation criteria for its category(s).
- iii. In case the bidder fails to reconfirm its commitment and/or fails to replace the Key Expert(s) as indicated in clause (i) and (ii) above, its bid shall be disqualified and next eligible bidder in the ranking shall be invited for negotiations.
- iv. The Employer shall award the Contract to the Bidder whose bid is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily and whose offer has been determined to be the eligible offer in accordance with the criteria stipulated in Section 3 (Evaluation and Qualification Criteria).

- v. The Employer has the right to review at any time prior to award of contract that the qualification criteria as specified in Section 3 (Evaluation and Qualification Criteria) are still being met by the Bidder whose offer is under consideration for the award of work. A Bid shall be rejected if the qualification criteria as specified in Section 3 (Evaluation and Qualification Criteria) are no longer met by the Bidder whose offer is under consideration for the award of work. In this event the Employer shall proceed to the next eligible bidder in the ranking to make a similar reassessment of that Bidder's capabilities to perform satisfactorily.

1.38 Notification of Award

- 1.38.1 The Bidder whose Bid has been accepted will be notified of the award by the BBKDA prior to expiration of the Bid validity period by letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the BBKDA will pay the consultant in consideration of Request for proposal (RFP). Works by the Bidder as prescribed by the contract (hereinafter and in the contract called the "Contract Price").
- 1.38.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of ITB 1.40 of ITB
- 1.38.3 The Agreement will incorporate all agreements between the BBKDA and the successful Bidder. This agreement will be signed only after furnishing of the performance security by the successful bidder but within 14 days of issue of Letter of Acceptance. The BBKDA will promptly notify the other bidders that their Bids have been unsuccessful.

1.39 Performance Security

- 1.39.1 Within 14 days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 1.35, using for that purpose the Performance Security Form included in Section VIII (Securities and other Forms), or another form acceptable to the Employer. The commencement/effective date shall be date of issue of Letter of Acceptance (LOA), or the date stipulated in LOA whichever is later.
- 1.39.2 Failure of the successful Bidder to submit the above-mentioned Performance Security shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid-Security or after submission of performance security, failure of signing of Contract shall also constitute sufficient grounds for the annulment of the award and forfeiture of Performance Security. In case re-bidding is resorted to, such Bidder(s) shall not be permitted to participate in the re-bidding process.

1.40 Signing of Contract

- 1.40.1 Promptly after notification of award, the Employer shall share the copy of Contract Agreement to successful Bidder for review. The Contract Agreement shall be signed within 30 days after the date of issue of the Letter of Acceptance and after submission of Performance Security
- 1.40.2 The Contract Agreement will be executed within 28 days of sharing of Contract Agreement. However, Performance Security is required to be submitted prior to the execution of the Contract Agreement.

In case, the successful Bidder considers that they will not be able to sign, date and return the contract agreement to the employer within the above time limit, the successful Bidder shall inform possible date to return to the Employer not later than 7 (seven) days prior to the time limit. The modified time limit shall be subject to agreement by both the contracting parties.

1.41 Bidding Related Complaints

1.41.1 The Bidder may submit its complaint arising out in Bidding process in writing, to:

Title/ Position –Town Planner

Department – Baghpat-Baraut-Khekra Development Authority, Collectorate Compound,
Delhi Road, Distt Baghpat, Uttar Pradesh- 250609

Email ID – bbkdabaghpat01@gmail.com

1.42 Jurisdiction of Courts

1.42.1 The bidding process shall be governed by and construed in accordance with the laws of India and the Courts with jurisdiction in Baghpat shall have exclusive jurisdiction over all the disputes/issues arising under, pursuant to and/ or in connection with the bidding process.

Section III: EVALUATION AND QUALIFICATION CRITERIA

1. Eligibility and qualification criteria

Each eligible consultant should possess all the following pre-qualification criteria. Responses not meeting the minimum pre-qualification criteria will be rejected and will not be further evaluated)

1.1 Technical Eligibility

#	Eligibility Conditions
1	The bidder may be a Company incorporated under the Companies Act, (1956/2013) and should furnish certificate of incorporation/or partnership firm/or proprietorship firm or organizations/ institutions registered under Indian Societies Act (1860).
2	The Bidder must have a valid Goods and Service Tax (GST) registration in India. The bidder is required to submit a true copy of its Good and Service Tax (GST) registration certificate.
3	The Bidder should have a minimum average annual turnover of INR One (2) Crore during each of the last three (3) years ending on 31 st March 2026 from India operations. The Bidder shall enclose with its Application, certificate(s) from its Statutory Auditors stating its total revenues. The Statutory auditor also needs to certify that the Bidder has positive Net worth in three (3) consecutive financial years from the Proposal Due Date of bid.
4	The Bidder must have 10 years of experience in similar works anywhere in India.
5	The Bidder should have a similar scope of work experience , including experience in as per the following criteria: Three similar completed works with area not less than equal to 70% of Cluster Area in question. or Two similar completed work with area not less than equal to 90% of Cluster Area in question. Definition of Similar work – “ <i>Consulting Services for GIS based Spatial Master Planning i.e. Master Plan/ Zonal Plan for Towns, Cities, Metropolitan Cities and City Regions.</i> ” Document required for past performance – Work orders and Completion certificates from client clearly indicating the scope of work, cost of work, actual date of starting and completion of such work.
6	The Bidder should not have been blacklisted by the Central Government, any State Government, a statutory authority, or a public sector undertaking, as on the date of the Proposal. (Undertaking on Rs. 100 Non judicial stamp paper)
7	The Bidder should have, during the last three years, neither failed to perform on any agreement, nor been expelled from any project and nor have had any agreement terminated for breach by such Applicant. An undertaking (Self Certificate) is to be submitted for the same. (Undertaking on Rs. 100 Non judicial stamp paper).

1.2 Consultancy Experience in Key Activities

Only the value of contract as executed by the bidder in his own name should be indicated and shall be considered. Where a work is undertaken by a group (Joint Venture), only that portion of the work which is undertaken by the concerned bidder shall be considered and the remaining done by the other partners of the group shall be excluded. This is to be substantiated by a certificate as per Form 4 Technical Capacity of the Bidder.

- a. For Average Annual Turnover from Consultancy Services, in case the figure is stated in currency other than INR, the same (currency of each financial year) shall be converted to INR by adopting the Exchange rate between that Currency and INR as on last day of the respective financial year.
- b. Payment received in other than INR shall be converted in INR by adopting the Exchange rate between that Currency and INR as prevailing on the completion date mentioned in the completion certificate and if month of completion is mentioned in the Completion Certificate, then the exchange rate of last working day of the Month shall be taken. The value of work in INR or converted into INR as above from the currency other than INR shall be updated by 5% per annum compounded annually up to the last day of the month previous to the month of bid submission deadline.

Only work executed as main consultant to the employer shall be considered/ evaluated. Works executed as sub-consultant to a main consultant shall not be considered

2. Evaluation of Technical Bid

2.1 Evaluation Process

Further evaluation of the technical bid of a bidder shall be done as per the marking / Scoring system enumerated below: -

The evaluation committee appointed by the Employer shall carry out its technical evaluation applying the evaluation criteria and point system specified herein. Each responsive bid shall be attributed a technical score. The Bidder who scored 70% or more marks in total marks of 2.2 is considered to be technically qualified

2.2 Evaluation Criteria

S. No.	Criteria	Maximum Marks	Documents to be Submitted
A	<p>Specific experience of the Consultant (as a firm) relevant to the Assignment:</p> <ol style="list-style-type: none"> Bidder should be registered and operational in India since last 10 years from the date of bid submission deadline.(5 Marks) Similar completed works with area not less than equal to 70% of the Cluster Area for providing Consulting Services for preparation of GIS based Spatial Master Planning i.e., Master Plan/ Zonal Plan for Towns, Cities, Metropolitan Cities and City Regions in the last 10 years. (5 Marks per project, Maximum 20 Marks) Similar completed works with area not less than equal to 90% of the Cluster Area for providing Consulting Services for preparation of GIS based Spatial Master Planning i.e., Master Plan/ Zonal Plan for Towns, Cities, Metropolitan Cities and City Regions in the last 10 years. (10 Marks per project, Maximum 30 Marks) <p>Note: Global/ International experience is not eligible for evaluation</p>	55	<p>Ref Form T-2</p> <p>Work orders and Completion certificates from client clearly indicating the scope of work, cost of work, actual date of starting and completion of such work.</p>
B	<p>Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference (TORs):</p> <ul style="list-style-type: none"> Technical Approach and Methodology for carrying out the assignment. 	10	Ref. Form T-3, T-4, T-5
	<ul style="list-style-type: none"> Technical Presentation of the understanding of the requirements, key issues & challenges and mitigation proposed. 	10	Ref. Form T-3, T-4, T-5
2	<p>Key Experts' qualifications and competence for the Assignment:</p> <ol style="list-style-type: none"> Urban Planner (1 nos): 5 Marks Urban Designer (1 nos): 4 Marks Transport Planner (1 nos): 4 Marks GIS Expert (1 nos): 3 Marks Environment/ Urban Planner (1 nos): 3 Marks Infrastructure/ Civil Engineer (1 nos): 3 Marks Finance Expert (1 nos): 3 Marks <p>Other Staff:</p> <ol style="list-style-type: none"> Field Surveyor → 02 Draftsman → 01 Typist → 01 <p>Additional Experts/ Staff to be deployed at site location:</p> <ol style="list-style-type: none"> Urban Planner/ Project Manager → 01 Non-Technical Person/ Project Coordinator → 01 <p><i>% weightage as-</i> (i) Adequacy for the assignment (80%)</p>	25	Ref. Form T-6

	[professional experience in the sector/ similar assignments/ knowledge of administrative systems/ government organizations] (ii) Educational qualification & Training (20%)		
	Grand Total	100	

The evaluation committee appointed by the Authority shall carry out evaluation of the Technical Proposals. The evaluation criteria are point/ marks system based as specified in the above section. Each responsive proposal shall be attributed a technical score. The consultants are required to give a presentation on the proposed work plan and methodology in responding to the Scope of Work for which 30 marks are allocated out of 100 marks before evaluation committee. **The technical proposal should score at least 70% to be considered responsive for financial evaluation.**

2.3 Technical Score of the Bidder (St)

The evaluation of the technical bids shall be done on the basis of various documents submitted by the bidder, as per the method of evaluation stipulated above. After technical evaluation of the technical bids as per the stipulated method, the technical marks of the bidder in technical evaluation (T) shall be arrived. The Bidder with highest marks (Tm) will be given a Technical Score (St) of 100 points. The Technical Scores of other Bidders will be computed as follows:

$$St = 100 \times T/Tm$$

(T = Technical marks scored as per Technical Evaluation criteria)

2.4 Financial Bid evaluation

The Financial Proposals are given cost-score based on the relative ranking of prices, with the lowest evaluated Financial Proposal (Fm) being assigned the maximum financial score (Sf) of 100(Hundred). The formula for determining the financial scores (Sf) of all other Proposals is as follows:

$$Sf = 100 \times Fm/ F,$$

in which "Fm" is the price of the lowest offer, "Sf" is the financial score calculated, and "F" is the price of the proposal under consideration.

2.5 Composite Score

The composite score of a bidder which shall be the deciding factor in award of the work shall be worked out as under:

$$\text{Composite Score of a bidder} = St \times 0.75 + Sf \times 0.25$$

Where, 'St' & 'Sf' are the technical and financial scores of a bidder respectively.

Bidder with the highest composite score shall be considered for the award of work. In case, bidders have same composite score then the bidder who has highest technical score (St) shall be considered for award of work. Further, in case technical score are also same then the bidder having higher average annual turnover from Consultancy Services as per Financial Criteria shall be considered for the award of the work.

Section IV: FORMATS FOR TECHNICAL PROPOSAL (GCC)

1. FORM 1: COVERING LETTER OF TECHNICAL PROPOSAL

To
The Town Planner
Baghpat-Baraut-Khekra Development Authority
Collectorate Compound ,
Delhi Road, Distt Baghpat, Uttar Pradesh- 250609

Sub: Technical Proposal for RFP for “Consultancy services for preparation of Zonal development plans for Cluster – 2 in Baghpat-Baraut-Khekra

Dear Sir,

With reference to your RFP document _____, dated _____, I, having examined the RFP Documents and understood their contents, hereby submit my/our proposal for the aforesaid Project. The Proposal is unconditional and unqualified.

1. I acknowledge that the BBKDA will be relying on the information provided in the Proposal and the documents accompanying the proposal for selection of the consultant for the aforesaid Project, and we certify that all information provided in the proposal and its Annexures along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the proposal are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as consultant for the Request for proposal (RFP) for Consultancy services for preparation of Zonal development plans for Cluster – 2 in Baghpat Master Plan till project end period
3. I shall make available to the BBKDA any additional information it may find necessary or require supplementing or authenticate the BID.
4. I acknowledge the right of the BBKDA to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I certify that in the last 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, 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. I declare that:
 - a. I have examined and have no reservations to the Bidding Documents, including any Corrigendum/Addendum issued by the BBKDA; and
 - b. I 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 with the BBKDA or any other public sector enterprise or any government, Central or State; and
- c. I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice; and
- d. the undertakings given by us along with the Application in response to the RFP for the Project and information mentioned for the evaluation of the BID Capacity were true and correct as on the date of making the Application and are also true and correct as on the BID Due Date and I shall continue to abide by them
7. I understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
8. I certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
9. I undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the BBKDA of the same immediately.
10. I further acknowledge and agree that in the event such change in control occurs after signing of the Agreement up to its validity, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the BBKDA being liable to us in any manner whatsoever.
11. I 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 the BBKDA in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
12. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
13. I have studied all the Bidding Documents carefully and also surveyed the project area. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the BBKDA or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
14. I offer a BID Security of Rs. _____/- (Rupees _____ Only) to the BBKDA in accordance with the RFP Document.
15. The BID Security in the form of a Bank Guarantee is attached.

16. The documents accompanying the Technical BID, as specified in the RFP, have been submitted in separate files.
17. I agree and understand that the BID is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me or our BID is not opened or rejected.
18. The BID Price has been quoted by me after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
19. I agree and undertake to abide by all the terms and conditions of the RFP document.
20. I shall keep this offer valid for (180) One Hundred Eighty days from the BID Due Date specified in the RFP.
21. I hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

In witness thereof, I submit this BID under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

(Signature, name and designation of the
Authorised signatory)

Place:

Name & seal of Bidder

2. FORM 2: CHECKLIST

On the letter head of the applicant

S. No	Documents to be submitted	Submitted (Yes/No)	Page No.	
			From	To
1	a. Certificate of Incorporation/ Proprietary firm registration			
	b. Place of registration			
2	Audited Annual reports, Balance Sheets, Profit and Loss statements for last 4 (four) financial years i.e., 2021-22, 2022-23, 2023-24 and 2024-25			
3	Bid Document cost			
4	PAN No			
5	GST Registration No.			
6	Form-1: Cover letter of technical proposal			
7	Form-2: Checklist			
8	Form-3: Details of bidder			
9	Form-4: Technical capacity of the bidder			
10	Form-5: Financial capacity of the bidder			
11	Form-6: Project description sheet			
12	Form-7: Power of attorney			
13	Form-8: Non-Blacklisting Certificate			
14	Form-9: Technical Proposal			
15	Form-10: Curriculum Vitae (CV)			
16	Form-11: Financial Proposal (Cover II)			
17	Other relevant documents			

3. FORM 3: DETAILS OF THE BIDDER

(On the letter head of the Applicant)

Details of the Bidder

- a) Name:
- b) Country of incorporation:
- c) Address of the corporate headquarters and its branch office(s), if any, in India:
- d) Date of incorporation and/ or commencement of business:

Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:

Details of individual(s) who will serve as the point of contact/ communication for the Authority:

- i. Name:
- ii. Designation:
- iii. Company:
- iv. Address:
- v. Telephone Number:
- vi. E-Mail Address:
- vii. Fax Number:

Particulars of the Authorised Signatory of the Bidder:

- a. Name:
- b. Designation
- c. Address:
- d. Phone Number
- e. Fax Number
- f. Class III Digital Signature Certificate ID number

(Signature, name, and designation of the authorised signatory),

4. FORM 4: TECHNICAL CAPACITY OF THE BIDDER

(On the letter head of the Applicant)

- A. Bidder should have experience in Comprehensive Consultancy for Regional Plan/ Master Plan/ Development Plan/ Zonal Plan/ Local Area Plan/ Town Planning Scheme with a minimum site area of 500 Ha during last 10 (Ten) Years ending last day of the month before the month of bid submission deadline.

S. No.	Name of Work/ Assignment with Location	Project Cost (INR)	Project Area (in sq. km.)	Start Date	End Date	Client Details

- B. Bidder should have experience in Similar Work mentioned in Clause 1.1 with minimum site area of 500 Ha each done for Central Govt./ any State Govt./ PSU/ Funding agencies/ Autonomous Govt. bodies/ Local Govt. bodies during last 10 (Ten) years ending last day of the month before the month of bid submission deadline.

S. No.	Name of Work/ Assignment with Location	Project Cost (INR)	Project Area (in sq. km.)	Start Date	End Date	Client Details

5. FORM 5: FINANCIAL CAPACITY OF THE BIDDER**(On the letter head of the Applicant)**

Average Annual Turnover of any three consecutive the Bidder (Equivalent in INR Crores) By Statutory Auditor

Financial Strength of the Company					
#	Financial Year	Whether Profitable Yes/No	Annual Net Profit (INR Crores)	Overall Annual Turnover (INR Crores)	Annual Turnover from only Consultancy Services rendered in India (INR Crores)
1	FY 2021-22				
2	FY 2022-23				
3	FY 2023-24				
4	FY 2024-25				
	Average				

Certificate from the Statutory Auditor

This is to certify that (Name of the Bidder) has received the payments shown above against the respective years

Name of the audit firm:

Seal of the audit firm:

Date:

UDIN:

(Signature, name, and designation of the authorized signatory)

6. FORM 6: PROJECT DESCRIPTION SHEET**(On the letter head of the Applicant)**

(to be submitted for all projects listed as part of Form 4)

Sl. No.	Particulars	Details
1.	Name of Assignment	
2.	Country	
3.	Location within Country	
4.	Name of Client	
5.	Address	
6.	Start Date (Month/ Year) LOA/ Work Order issued by Client/ Competent Authority attached (Yes/ No)	
7.	Completion Date (Month/ Year) Completion Certificate issued by Client/ Competent Authority attached (Yes/ No)	
8.	Duration of Assignment	
9.	Approx. Value of Services (in Current US\$/INR)	
10.	Name of Senior Staff (Project Director/ Coordinator, Team Leader) involved, and functions performed	
11.	Professional Staff Provided by your Firm/ Entity	
12.	No. of Staff	
13.	Name of Associated Consultants if any	
14.	No. of Months of Professional Staff, provided by Associated Consultants	
15.	Narrative Description of Project	
16.	Description of Actual Services Provided by your Staff	

7. FORM 7: POWER OF ATTORNEY

(On non – judicial stamp paper of INR 100/- duly attested by notary public)

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “authorized Representative”) 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 XXXXXX, proposed to be developed by the (the “Client”) 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 Client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Client 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 till the entering into of the Agreement with the Client.

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

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....
(Signature, name, designation and address of the Attorney)

Notes:

- 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 common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of INR 100 (hundred) and duly notarised by a notary public.
- Wherever required, the Bidder 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 Bidder.

8. FORM 8: NON-BLACKLISTING CERTIFICATE

(On non – judicial stamp paper of INR 100/- duly attested by notary public)

FORMAT FOR AFFIDAVIT CERTIFYING THAT ENTITY IS NOT BLACKLISTED

I/ We Proprietor/ Partner(s)/ Director(s) of M/s ----- hereby declare that the firm/company namely M/s-----has not been blacklisted or debarred in the past by any other Government organization from taking part in Government tenders.

Or

I/ We Proprietor/ Partner(s)/ Director(s) of M/s ----- hereby declare that the firm/company namely M/s-----was blacklisted or debarred by any other Government Department from taking part in Government tenders for a period of ----- years w.e.f.----- . The period is over on -----and now the firm/company is entitled to take part in Government tenders.

In case the above information found false. I/ We are fully aware that the tender/ contract will be rejected/ cancelled.

Dated this Day of, 2023....

Yours sincerely,

Name of the Consultant:

Signature of the Consultant:

Address:

9. FORM 9: CURRICULUM VITAE (CV)

Consultant's Name _____

[Address and Contact Details]

Consultant's Reference No. _____ Date.....

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/ Residence	

Education and Training: {List college/university/ Institution or other specialized education/ Training, giving names of institutions, dates attended, degree(s)/diploma(s)/ Certificate(s) obtained. Highlight relevance to general and specific sectors}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Entities and employing organization(s) who can be contacted for references. Past employment irrelevant to the assignment does not need to be included.}

Period	Employing organization and your title/ position. Contact information for references	Country	Summary of activities performed and relevance to the Assignment
[e.g., May 2021-present]	[e.g., Ministry of, advisor/ consultant to... For references: Tel...../e-mail.....; Mr -----, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/ Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/ tasks as in FORM T-5 in which the Expert shall be involved}	

Expert's contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of a Contract award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification, dismissal, and/or sanctions by the Procuring Entity.
{day/month/year}

Name of Expert Signature Date

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign Proposal for and on behalf of

.....
[name, address, and seal of Consultant]

DA: As above, if any

SECTION V: SCOPE OF WORK

The Uttar Pradesh Urban Planning and Development Act (1973), provides for preparation of Zonal Development Plans. As per section-9 (1) of the Uttar Pradesh Urban Planning and Development Act as amended from time to time, the Development Authority is required to proceed with preparation of the Zonal Development Plans for each of the zones simultaneously with the preparation of the Master Plan or as soon as may be thereafter.

Baghpat-Baraut-Khekra Development Authority (BBKDA), herein after referred to as 'BBKDA' is inviting e-tenders from eligible agency/firms having registered office in India, meeting qualifying requirements and having requisite experience and financial capacity for preparing Zonal Development Plan for the development zones of Baghpat. In alignment with the scope of work defined in the next sections, the Consultant will be expected to adhere to the following State level guidelines during the process of preparation of the Zonal development Plans:

- A. To maintain uniformity in the formats of all Zonal Plans across the state, such as layouts, norms, indices/ leases, base maps, etc., a "Design and Standards" manual has been provided by the Government Order No. 8-3099/1590/2020-आवास एवं शहरी नियोजन अनुभाग – 3 – आवास एवं शहरी नियोजन विभाग Date 14-05-2025 incorporate necessary revisions as required.
- B. For the selection of the Consultants via e-tendering, a Consultant Selection Review Committee (CSRC) is formed. The committee includes:

1	Vice Chairman, Development Authority/ Chairman, Special Area Development Authority	Chairman
2	District Magistrate or a representative nominated by him/ her	Member
3	Chief Town Planner, Town & Country Planning Department, or a representative nominated by him/ her	Member
4	Finance Controller, Development Authority	Member
5	Chief Engineer, Development Authority	Member
6	Chief Town Planner/ Planner-in-Charge, Development Authority	Member-Coordinator

Technical evaluation of Draft Zonal Plan prepared by Consultant will be done by Technical Evaluation Committee (TEC), comprised as follows:

1	Chief Town Planner, Town & Country Planning Department, U.P.	Chairman
2	Officer nominated by the Chairman/ Vice-Chairman	Member
3	Planning-in-Charge of the Development Authority	Member
4	Associate Planner, Regional Planning Division, Meerut	Member
5	Town Planner, Headquarters, Town & Country Planning Department, U.P.	Member-Coordinator

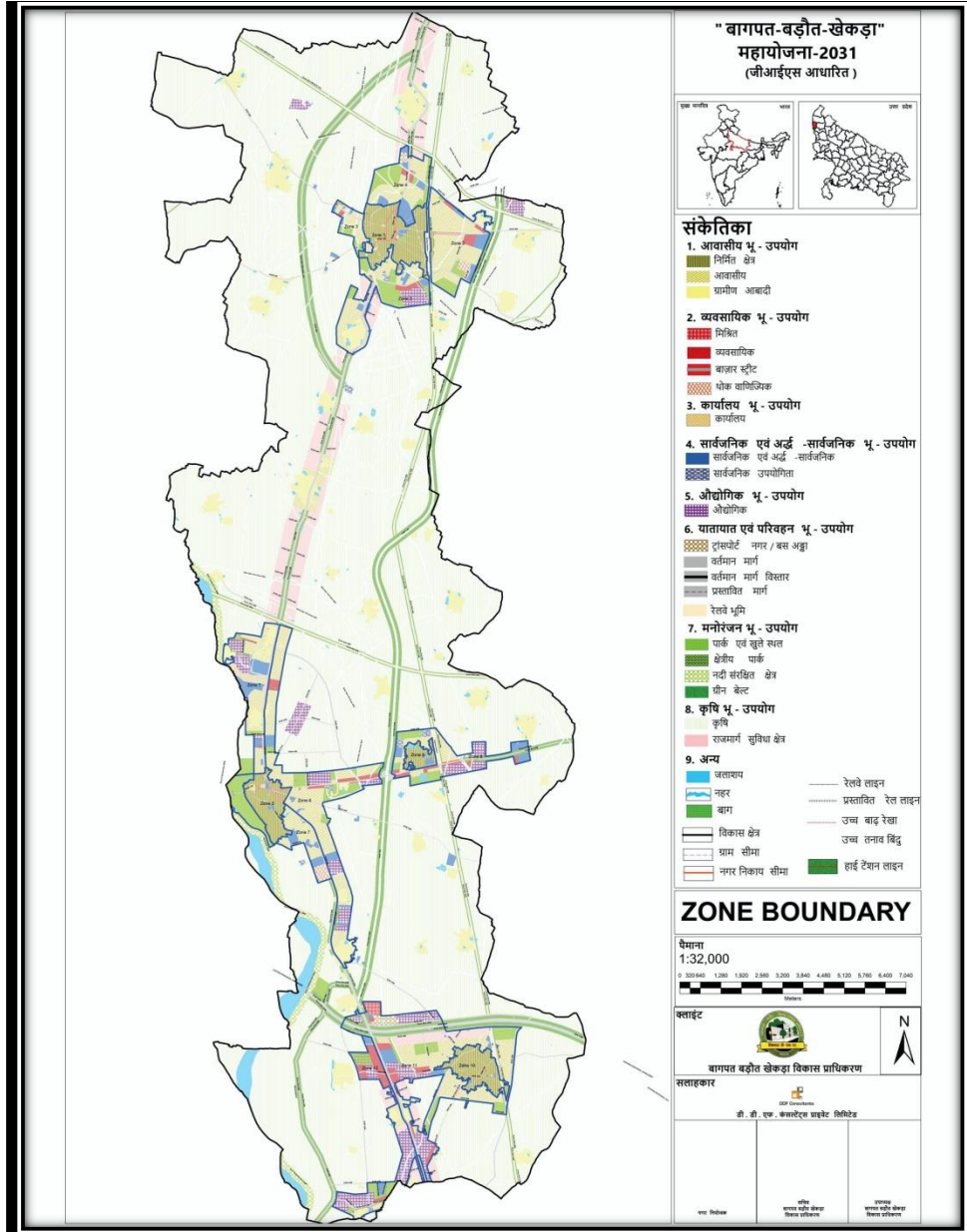
- 1) **Form of BOQ/ Contract** – [Time-based (inputs admeasurement) or Unit-Rate (Output admeasurement) or Lumpsum or Percentage-Based]

In response to the RFP, the Applicant shall provide financial quote as lumpsum (excluding GST). GST/taxes as per applicable rates shall be paid by the client as extra. The financial quote, shall be inclusive of the following:

- All Out-of-Pocket Expenses (OPE)
 - Travel, boarding and lodging at Baghpat
 - Equipment to be used by the Consultant like laptop, internet dongle etc.
 - Digital tools/ collaboration platforms deployed by the Consultant
 - Stationery
 - Admin expenses
- Guesthouse-cum-office set-up cost (including space renting, furnishing, equipment, regular maintenance etc.), if required

2) Description of Services

The consultant shall complete the work related to preparation of Zonal Development Plan for Cluster – 2 containing Zone – 6, Zone – 7 & Zone - 9 (Area of 16.42 sq. km) as shown in the below image in the close coordination the BBKDA as per the stages defined.



Stage-1: Preparation of detailed Zonal Base Map and Collection of Data

a) A detailed Zonal Base Map shall be prepared using GIS based total station survey and digitized from the available digital data and shapefiles shared by the Authority from GIS based Master Plan under AMRUT Mission.

i. The detailed Zonal Base Map in stage 1 (i) shall indicate following features:

- ▶ All physical/natural features such as roads, railway lines, canal, river, water body, drains, forest, existing development with uses, etc.
- ▶ Alignment of all public utilities/services lines such as HT/LT lines, Gas lines, telephone lines, water supply, sewer lines, etc.
- ▶ Contours (level)
- ▶ All major landmarks of the zones (detail) government offices, historical places, heritage area, heritage building or heritage site.

- ii. The detailed Zonal base map in stage 1 (ii) shall also indicate all urban properties (non-agriculture) situated in Zone boundary along with existing land use, within Municipal limits.

The map shall be prepared at a scale of 1:4000 or as may be decided in consultation with BBKDA and shall be prepared both in black & white and colour. Legend and all other writing works/details on the Base Map shall be in both Hindi and English.

- b) The consultant shall collect following data/ information in coordination and assistance from the client:
 - i. Collection of Revenue Maps and their digitization.
 - ii. Collection & listing of records related to commitments of Approved layout plans, orders, government land allotments, etc.
 - iii. Collection & listing of records related to Government land of different departments, Nazul Land, Authority Lands, Charagah Land, ULB land, Forest Land (declared by department of forests), Graveyard and cremation grounds, Eco-sensitive areas, Islands, River, Water body, Hill, etc.
 - iv. Any other data relevant to the assignment

Stage-2: Superimposition of all Commitments, Revenue Maps, Government Lands, natural/ major physical features, etc. & superimposition of Municipal/ward boundary on the base map.

After collecting of relevant data/information, the consultant, in consultation with client, shall Superimpose Revenue Map, commitments, and other information which was collected at Stage-1(i) on Base Map.

Stage-3: Ground verification of detailed Base Map & Submission of an Inception Report

The consultant shall facilitate ground verification of the base map and other information by the concerned officer of BBKDA and will also facilitate in Verification of revenue map superimposition to BBKDA from revenue authority.

Stage-4: Finalization of detailed Zonal Base Map

The consultant shall facilitate finalization of the draft Zonal Base Map verified at Stage-3 at concerned Authority and will also provide required technical manpower to the Authority.

Stage-5: Superimposition of prevailing Master Plan & Preparation of Draft Zonal Development Plan & Report

The consultant shall superimposition of prevailing Master Plan land uses on the final base map and to prepare the Draft Zonal Development Plan showing road network, area for reservation of water bodies & forests, etc. as per revenue record and zones specific provisions, if any along with brief report. Zonal level facilities shall be assessed after analysing the deficiency of respective zones which will be proposed on the Government land available in the zone. The consultant shall also demarcate the proposed projects in Master Plan, Vision Plan or any other proposal intended previously by the Authority. The URDPFI guidelines shall be referred for specific facilities, services & utilities which are not mentioned in prevailing byelaws.

A brief report shall also indicate changes in Master Plan and consequential minor changes, if any, required due to existing development, and commitments and Zonal level facility requirement.

Stage-6: Inviting Objections/ Suggestions on Draft ZDP

The consultant shall facilitate Client in consultation with relevant authorities to invite objections/suggestions on draft Zonal Development Plan for 30 days by publishing a notice in two daily local newspapers and on notice board of other prominent places of the city. The copy of the draft Zonal Development Plan shall be made available for inspection in the Authority for public. The draft ZDP shall also be made available on BBKDA & State Town Planning Department website.

Stage-7: Processing of Objections/ Suggestions

The consultant shall facilitate BBKDA to document all the objections/ suggestions received and to prepare a brief report of all the objections/ suggestions with their site report, location on draft Zonal Development Plan with recommendations for committee approval which shall be sent to the Town Planning Department.

Stage-8: Finalization of objections/suggestions and technical approval of the Draft Zonal Development Plan

After receipt of objections/ suggestions report from Authority, the Town planner in charge and shall examine the final Zonal Development Plan along with the report. The report shall also contain details of any changes/ modifications required, if any, in Master Plan due to ground conditions etc. The Final

ZDP will be sent to the Government after technical approval. The consultant shall facilitate for completion of above work.

Stage-9: Approval of the Zonal Development Plan by local authority

The Zonal Development Plan shall be submitted before the Competent Authority as per provision of law for its approval. The consultant shall incorporate any changes or modifications suggested by the competent authority. If any modification is required in the Master Plan, then the same shall be forwarded to the State Government for its approval.

Stage-10: Publication of Final Zonal Development Plan & Report

After approval of the Final Zonal Development Plan, public notice shall be issued in two daily local newspapers for the information of public at large and copies of the same shall be made available in Authority for public viewing and for sale. It shall also be made available on Authority website.

Key Experts Required: [As per Section V-A: 'List of Key Experts and Required Qualifications' the Team Composition & Experience/ Qualification Requirements for the Key Experts (and any other requirements which shall be used for evaluating the Key Experts under RFP)]

The team would comprise people having experience of working with the Government bodies and should be fluent in English and Hindi. The team would be deployed at their office location and would be present in the BBKDA basis for all discussions, coordination and working meetings and on call basis. Each team member should be on payroll/ an employee of the bidder (for at least 6 months prior) and should have experience in their respective domains as specified below. Consultant's profile and details of technical expertise and experience along with qualification and professional experience of the technical personnel employed with the Consultant.

S. No.	Technical Experts	Nos.	Min. Exp. (In Years)
1.	Urban Planner (Team Leader)	01	15+
2.	Urban Designer	01	7+
3.	GIS Expert	01	7+
4.	Environment/ Urban Planner	01	7+
5.	Transport Planner	01	7+
6.	Infrastructure/ Civil Engineer	01	7+
7.	Finance Expert	01	7+
S. No.	Support Staff	Nos.	Min. Exp. (In Years)
1.	Field Surveyor	02	2+
2.	Draftsman	01	3+
3.	Typist	01	2+

In addition to the above-mentioned key personnel, the following team shall be deployed at Baghpat-Baraut-Khekra Development Authority for the duration of Contract for ease of coordination and expediting the survey, data collection and approval process for which CVs of these additional Experts/ Staff are to be submitted during the bid submission.

S. No.	Experts/ Staff	Nos.	Min. Exp. (In Years)
1.	Urban Planner/ Project Manager	1	3+
2.	Non-Technical Person/ Project Coordinator	1	2+

Deliverables/ Outcomes and Timelines (frequency) thereof: [including Know-how transfer/ training, reports/ reporting, Milestones]

- a. The request for payment shall be made to the BBKDA in writing, accompanied by invoices describing, as appropriate, the services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- b. Due payments shall be made promptly by the BBKDA, generally within sixty (60) days after submission of an invoice or request for payment by Agency.

- c. The currency or currencies in which payments shall be made to the Agency under this contract shall be Indian Rupees (INR) only.
- d. All remittance charges shall be borne by the Agency.
- e. In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.
- f. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments of the respective milestones.
- g. Payments to the bidder, after successful completion of the target milestones (including specified project deliverables), would be made as under:

Stage	Deliverables	Timeline	Payment Schedule
Stage 1	Preparation of detailed Zonal Base Map and Collection of Data	T + 2 weeks	10%
Stage 2	2 sets of hard copies of the Zonal Base Map with Superimposition of all commitments, revenue maps, government lands, natural/major physical features, etc. and Municipal/ Ward boundary at 1:4000 and soft copy through pen drive + data collection report	T + 6 weeks	10%
Stage 3 & 4	Updated base map based on ground verification (4 hard copies in 1:4000 and soft copy in pen drive) and Finalization of detailed Zonal Base Map	T + 12 weeks	20%
Stage 5	Superimposed master plan and draft zonal development plan & Report (2 hard copies in 1:4000 and soft copy in pen drive)	T + 14 weeks	10%
Stage 6, 7 & 8	Invitation of objections/ suggestions, processing, and finalization of draft zonal development plan based on inputs received. (4 hard copies in 1:4000 and soft copy in pen drive)	T + 20 weeks	20%
Stage 9 & 10	Approval of the zonal development plan by the local authority/ state government and Publication of the final zonal development plan and report (4 hard copies in 1:4000 and soft copy in pen drive)	T + 26 weeks	30%

Note:

- a) *No advance payment shall be made.*
- b) *Payment shall be made after verification of deliverables from Baghpat-Baraut-Khekra Development Authority.*
- c) *in INR by RTGS/ NEFT on Bank in the name of bidder.*
- d) *In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.*
- e) *Taxes, as applicable, shall be deducted/ paid, as per the prevalent rules and regulations*

Penalty

In case BBKDA identifies the non-satisfactory, incomplete, or non-reasonable delayed completion of respective milestones, then BBKDA shall be liable to take the measures as mentioned below to compensate the loss of time and efforts. In such cases, contractor must be agreeing to the measures and deductions as mentioned under the penalty clause under this section.

Penalty Clause	
Delay in achieving any milestone by 0-7 days	No penalty but a warning letter shall be issued by the BBKDA
Delay in achieving any milestone by 8-14 days	BBKDA shall deduct an amount equal to 1% of stage payment
Delay in achieving any milestone by 15-30 days	BBKDA shall deduct an amount equal to 5% of stage payment
Delay in achieving any milestone by more than 30 days	BBKDA shall have right to terminate the contract, hold the payment, take legal actions, and blacklist the consultant.

If minimum required staff as mentioned under section 4.7 is not ensured by the consultant after award of contract, then amount as mentioned below shall be deducted from the security deposit of consultant. Also, if the minimum required staff is not deployed by consultant, then BBKDA shall be free to terminate the contract after giving a written notice of 30 Days. No team changes shall be made without the Authority's approval. Bidders shall note that the employer will consider substitutions during the contract period with considerable reasons. In case of any replacement, a prior request must be submitted at least 3 months in advance. In case of non-availability of the staff, bidder will be liable to provide relevant substitute as per the RFP & no position shall be kept vacant during the engagement. Bidders to note that such substitutions should be with equivalent or better qualifications and experience than the original candidate.

Resource	Penalty (In INR per Day)
Urban Planner (Team Leader)	7,500
Urban Designer	7,500
GIS Expert	5,000
Environmental/ Urban Planner	2,500
Transport Planner	2,500
Infrastructure/ Civil Engineer	2,500
Finance Expert	2,500
Field Surveyor	2,000
Draftsman	2,000
Typist	2,000
Urban Planner	1,500
Non-Technical Person/ Project Coordinator	1,000

Note: For arriving at the dates of completion of time span related to different milestones, delays which are not attributable to the consultant shall be considered. The slippage on any milestone is if made good in subsequent milestones or at the time of stipulated period of completion, the amount retained as above shall be refunded. In case the work is not completed within the stipulated period of completion along with all such extensions which are granted to the consultant for either Employer's default or Force Majeure, the compensation shall be levied on the contractor at the rate of 0.05% per day of delay limited to a maximum of 10% of contract price. Consultant will prior inform BBKDA for any required information and will also physically meet the nodal officer for timely resolution.

The decision of the **Vice Chairman, BBKDA** shall be final and binding upon both the parties Reporting Requirements and Time Schedule for Deliverables (including Know-how transfer/ training, reports/ reporting, and Milestones)

- format, frequency, and contents of reports.
- number of hard copies and requirements for electronic submission.
- dates of submission.
- persons (indicate names, titles, submission address) to receive and approve them, etc.

Approvals of Zonal Development Plan

The Consultant shall be required to make a presentation of base map, existing land use analysis indicating and highlighting the deviations and violations of Master Plan land uses (if any) policy and strategy framework for the preparation of Zonal Development Plan before the Committee as defined in Scope of work. The Consultant shall incorporate the recommendations emerged during the presentation and submit the draft zonal development plan to the Development authority for approval. The approval of the plan shall be done as per the Section 10 and 11 of the Uttar Pradesh Urban Planning and Development Act-1973, as amended from time to time.

Deliverables

As per the scope of work, the Consultant shall deliver the following outputs to the Development Authority.

- a) Five sets of Report of Zonal Development Plans on hard copy and soft copy in Pen drive and official mail id of the Authority.
- b) Original sheets comprising existing land use map (Scale 1:4000) Master Plan proposals superimposed on existing land use map, proposed land use map (scale 1:4000), Existing land use map superimposed on Sajra Plan (scale 1:4000), proposed land use map superimposed on Sajra Plan (scale 1:4000) proposed circulation system including hierarchy of roads, spacing of junctions, road sections, flyovers/subways/ bridges, parking and terminal facilities, pedestrian movement areas, etc. (scale 1:4000) proposals for physical infrastructure i.e. water supply, drainage, sewerage, power and solid waste management, rainwater harvesting, etc. and compost plant, power station, gas works, if any (scale 1:4000), proposals for community facilities like educational, health, community centres, police station, post and telegraph office, fire station, electric sub-station, etc. (scale 1:4000). All these maps shall also be delivered on a convertible scale fitting to A0 paper size.
- c) All the maps shall be delivered in digitized form (GIS format* and on AutoCAD Format) on a storage drive and official E-mail Id of the Authority, compatible with GIS application especially regarding:
 - ▶ Use Zone Code, area of use zone and land use with Khasras numbers.
 - ▶ Road network with attributes such as name of road, existing/proposed road, hierarchy (example, National/ State Highway, other roads), existing and proposed widths, etc.

**GIS format here refers to the shapefiles (.shp), KML files, and Geojson files.*

SECTION V-A: LIST OF KEY EXPERTS AND REQUIRED QUALIFICATIONS:

The total estimated inputs of the Key Experts and their breakup is given below:

S no	Key position	Minimum Qualification/ Training (general and relevant)	Professional expertise		Sector/ Area of experience desirable	Transfer of Knowledge (if relevant)	No. of Experts	Man-Months/ Unit	Total Man-Months
			Total	in the sector/ area of experience					
1	2	3	4	5	6	7	8	9	10 + (8x9)
K-1	Team Leader								
K-2	[Position Title]								
K-3	[Position Title]								
Total estimated inputs of the Key Experts									

Experts required for Preparation of Zonal Development Plan of Cluster – 2 in Baghpat-Baraut-Khekra				
S no	Position	Pre-requisite Qualification	Job Description	
1.	Urban Planner (1 no.)	<ul style="list-style-type: none"> ▶ Master's degree in Urban Planning/ Regional Planning or related fields. ▶ 15+ years' proven experience in urban planning, preferably in the development of zonal or master plans. ▶ Strong knowledge of urban planning principles, land use regulations, transportation systems, environmental planning, and infrastructure development. ▶ Proficiency in using urban planning software and tools for data analysis, mapping, and visualization. 	<ul style="list-style-type: none"> ▶ Lead the development of the Baghpat Cluster – 2 Zonal Development Plan, incorporating best practices in urban planning and sustainable development principles. ▶ Conduct research, collect data, and analyse existing conditions, demographics, land use patterns, transportation systems, infrastructure, and environmental factors to inform the planning process. ▶ Engage with government officials, community leaders, residents, and other stakeholders to understand their needs, aspirations, and concerns related to Baghpat's development. Formulate policy recommendations and strategies to guide land use, infrastructure development, transportation systems, and environmental sustainability within the designated zones. ▶ Determine appropriate land uses for different zones, considering factors such as residential, commercial, industrial, recreational, and green 	
2.	Urban Designer (1 nos.)	<ul style="list-style-type: none"> ▶ Master's degree in urban design or related fields ▶ 7+ years' proven experience in urban design, preferably in the context of urban planning and development projects. ▶ Strong knowledge of design principles, building codes, form base codes and regulations. ▶ Familiarity with urban design, heritage conservation, and sustainable development concepts. ▶ Proficiency in related software and tools for 2D/3D modelling, rendering, and visualization. 	<ul style="list-style-type: none"> ▶ Provide urban design expertise and guidance for the Zonal Development Plan, ensuring that the plan reflects the city's unique identity and cultural heritage. ▶ Collaborate with urban planners to integrate architectural design into the overall urban design framework, considering factors such as public spaces, streetscapes, and building form. ▶ Identify and analyse the heritage assets and historical sites within the designated zones, and develop strategies for their preservation, BBKDAptive reuse, and integration into the zonal development plan. 	

Experts required for Preparation of Zonal Development Plan of Cluster – 2 in Baghpat-Baraut-Khekra			
S no	Position	Pre-requisite Qualification	Job Description
			<ul style="list-style-type: none"> ▶ Develop architectural guidelines and building regulations that promote high-quality design, sustainable construction practices, and compatibility with the surrounding built environment. ▶ Contribute to the design and enhancement of public spaces, parks, streetscapes, and green areas within the zonal development plan, emphasizing user experience, aesthetics, and sustainability.
3.	GIS Expert (1 nos.)	<ul style="list-style-type: none"> ▶ Bachelor's or Master's degree in Remote sensing/ Geo Informatics/ Geography or related fields. ▶ 7+ years' proven experience in preparation of Zonal / Master Plan or relevant works. ▶ Proficiency in GIS software, such as ArcGIS, QGIS, or similar platforms, for data management, mapping, analysis, and cartography. ▶ Experience in spatial data collection, processing, and analysis using a variety of data sources, including remote sensing and GPS data. ▶ Familiarity with urban planning principles and land use concepts. ▶ Ability to create visually appealing and informative maps, graphs, and other data visualizations. 	<ul style="list-style-type: none"> ▶ Collect, organize, manage, and update geospatial data relevant to the Zonal Development Plan, including land use, infrastructure, transportation, demographics, and environmental information. ▶ Perform spatial analysis and modelling to assess existing conditions, identify patterns, and evaluate the impact of proposed changes on land use, transportation networks, and other key factors. ▶ Create high-quality maps, visualizations, and data-driven graphics to communicate spatial information, development scenarios, and planning proposals effectively to stakeholders and decision-makers. ▶ Develop and maintain GIS applications and tools that facilitate data analysis, decision-making, and public access to spatial information related to the zonal development plan. ▶ Integrate geospatial data with other planning datasets, such as demographic data, socioeconomic indicators, and environmental data, to provide a comprehensive understanding of the planning context. ▶ Design and manage spatial databases to store and retrieve geospatial data efficiently, ensuring data integrity, security, and interoperability with other systems.
4.	Environmental/ Urban Planner (1 nos.)	<ul style="list-style-type: none"> ▶ Master's degree in environmental planning/ Engineering or related field so 7+ years' proven experience in environmental planning, preferably in the context of urban development projects. ▶ Strong knowledge of environmental planning principles, environmental regulations, and sustainability concepts. ▶ Familiarity with natural resource management, climate change BBKDAptation, and resilience strategies. ▶ Proficiency in environmental assessment methods, data analysis, and reporting. 	<ul style="list-style-type: none"> ▶ Conduct environmental assessments to identify potential environmental impacts and risks associated with the zonal development plan, considering factors such as land use changes, infrastructure development, transportation systems, and heritage preservation. ▶ Stay up to date with local, regional, and national environmental regulations, policies, and guidelines, and ensure compliance throughout the planning process. ▶ Develop strategies and recommendations to minimize negative environmental impacts, promote sustainable practices, and enhance environmental quality within the

Experts required for Preparation of Zonal Development Plan of Cluster – 2 in Baghpat-Baraut-Khekra			
S no	Position	Pre-requisite Qualification	Job Description
		<ul style="list-style-type: none"> ▶ Excellent communication and interpersonal skills to engage with stakeholders and convey complex environmental information effectively. ▶ Knowledge of local environmental regulations, policies, and planning practices in similar Indian cities is desirable. ▶ Familiarity with environmental impact assessment processes and environmental management systems is a plus. 	<ul style="list-style-type: none"> designated zones. ▶ Assess the availability and sustainability of natural resources, including water, land, biodiversity, and energy, and integrate strategies for their conservation, efficient use, and management. ▶ Incorporate climate change considerations into the zonal development plan, such as identifying vulnerable areas, proposing BBKDAptation measures, and promoting low-carbon development practices. ▶ Collect, analyze, and interpret environmental data, such as air quality, water quality, ecological data, and environmental monitoring reports, to inform decision-making and planning recommendations. ▶ Coordinate and contribute to the preparation of Environmental Impact Assessments (EIAs) and other required environmental reports as per regulatory requirements.
5.	Transport Planner (1 nos.)	<ul style="list-style-type: none"> ▶ Master's degree in Transportation Planning, Civil Engineering, Urban Planning, or a related field. ▶ 7 years' proven experience in transport planning and traffic engineering, preferably in urban development or zonal planning projects. ▶ Strong knowledge of transport planning principles, traffic analysis techniques, and sustainable mobility concepts. ▶ Familiarity with public transportation systems, multimodal integration, and active transportation design. ▶ Proficiency in transport modelling software, such as VISSIM, Trans CAD, or similar tools. 	<ul style="list-style-type: none"> ▶ Contribute to the overall transport planning process, including the development of transportation policies, goals, and objectives for the designated zones. ▶ Conduct traffic analysis, including traffic flow modelling, capacity assessments, intersection analysis, and travel demand forecasting, to inform transportation network planning and design. ▶ Plan and design public transportation systems, including bus routes, bus stops, transit hubs, and integration with other modes of transport, to enhance accessibility and promote sustainable mobility. ▶ Promote and integrate active transportation modes such as walking and cycling into the zonal development plan, including the provision of pedestrian-friendly infrastructure, bike lanes, and safe crossings. Develop parking management strategies and guidelines, including parking facility design, pricing policies, and regulations, to optimize parking utilization and discourage excessive private vehicle usage. ▶ Coordinate and integrate various modes of transport, including private vehicles, public transportation, non-motorized transport, and emerging technologies, to create a seamless and efficient transportation network. ▶ Propose and evaluate sustainable transport solutions, such as electric vehicles, carpooling, and last-mile connectivity options, to reduce

Experts required for Preparation of Zonal Development Plan of Cluster – 2 in Baghpat-Baraut-Khekra			
S no	Position	Pre-requisite Qualification	Job Description
			<p>greenhouse gas emissions and promote environmental sustainability.</p> <ul style="list-style-type: none"> ▶ Utilize transport modelling software and tools to simulate and analyze transportation scenarios, evaluate the impact of proposed infrastructure projects, and optimize transport system performance.
6.	Infrastructure/ Civil Engineer (1 nos.)	<ul style="list-style-type: none"> ▶ Master's degree in Infrastructure planning/ Civil Engineering/ Structure Engineering or related fields ▶ 7+ years' proven experience in infrastructure planning and design, preferably in urban development or zonal planning projects. ▶ Professional registration and licensure as a Civil Engineer. ▶ Strong knowledge of civil engineering principles, construction techniques, and infrastructure design standards. ▶ Familiarity with transportation planning, utility systems, and sustainable infrastructure practices. 	<ul style="list-style-type: none"> ▶ Contribute to the overall infrastructure planning process, including transportation networks, water supply systems, sanitation, energy, waste management, and other essential utilities. ▶ Conduct feasibility studies and assessments for infrastructure projects, evaluating technical, economic, and environmental factors to determine project viability and suitability. ▶ Develop engineering designs, specifications, and technical drawings for infrastructure projects, ensuring compliance with relevant codes, standards, and regulations. ▶ Plan and design transportation networks, including roads, bridges, pedestrian walkways, and bicycle lanes, to ensure safe, efficient, and sustainable mobility within the designated zones. ▶ Provide technical expertise and oversight during the construction phase of infrastructure projects, ensuring adherence to design specifications, quality control, and safety standards. ▶ Incorporate environmental considerations into infrastructure design, such as green infrastructure, sustainable drainage systems, and energy-efficient technologies. ▶ Prepare cost estimates, project budgets, and resource requirements for infrastructure projects, considering materials, labor, equipment, and other associated costs. ▶ Collaborate with government agencies, utility providers, contractors, and other stakeholders to ensure smooth project implementation, address concerns, and resolve technical issues.
7.	Finance Expert (1 nos.)	<ul style="list-style-type: none"> ▶ PGDM/ Diploma in Finance or Master's degree in finance, Business Administration, Economics, or a related field. ▶ 7+ years' proven experience in financial management and budgeting, preferably in infrastructure or urban development projects. ▶ Strong knowledge of financial principles, project economics, and funding mechanisms. ▶ Familiarities with public finance, 	<ul style="list-style-type: none"> ▶ Contribute to the financial planning process for the zonal development plan, including the identification of financial resources, budget allocation, and prioritization of projects. ▶ Conduct cost estimation and financial analysis for infrastructure projects, including construction costs, operation and maintenance expenses, and life-cycle cost considerations. ▶ Develop funding strategies and explore various financing mechanisms, such as public-private partnerships, grants,

Experts required for Preparation of Zonal Development Plan of Cluster – 2 in Baghpat-Baraut-Khekra			
S no	Position	Pre-requisite Qualification	Job Description
		<p>public-private partnerships, and grant management.</p> <ul style="list-style-type: none"> ▶ Proficiency in financial analysis tools, spread sheets, and financial modelling. 	<p>loans, and innovative financing models, to secure adequate resources for plan implementation.</p> <ul style="list-style-type: none"> ▶ Conduct financial viability assessments for proposed projects, considering revenue generation potential, return on investment, and economic feasibility. ▶ Prepare budgets for the zonal development plan, monitor expenditure, and ensure adherence to financial controls and guidelines throughout the planning and implementation phases. ▶ Prepare financial reports, forecasts, and progress updates for stakeholders, government agencies, and funding partners, ensuring transparency and accountability in financial management. ▶ Evaluate the economic impact of the zonal development plan, including job creation, revenue generation, and potential economic multiplier effects, to demonstrate the plan's benefits.
Support Staff			
1.	Field Surveyors (2 nos.)	<ul style="list-style-type: none"> ▶ Diploma or bachelor's degree in surveying, Civil Engineering, or a related field. ▶ 5+ years proven experience in land surveying and field data collection, preferably in urban development or infrastructure projects. ▶ Strong knowledge of surveying techniques, equipment operation, and data collection methods. ▶ Familiarity with surveying software and data processing tools, such as AutoCAD, GIS software, or point cloud processing software. ▶ Proficiency in using surveying equipment such as GPS, total stations, laser scanners, and digital levels. ▶ Good physical fitness and ability to work outdoors. 	<ul style="list-style-type: none"> ▶ Conduct field surveys to collect accurate and precise data on land features, existing infrastructure, property boundaries, topography, and other relevant information using surveying equipment such as GPS, total stations, and laser scanners. ▶ Establish accurate spatial reference points and benchmarks to ensure consistency and reliability of survey data across different zones and projects. ▶ Perform boundary surveys to identify and demarcate property boundaries, ensuring accurate land ownership information and preventing encroachments during plan implementation. ▶ Conduct topographic surveys to measure and map the natural and man-made features of the land, including contours, vegetation, water bodies, buildings, roads, and utilities. ▶ Identify and map existing utilities such as water supply networks, sewer lines, drainage systems, and electrical infrastructure to support infrastructure planning and design.
2.	Draftsman (1 nos.)	<ul style="list-style-type: none"> ▶ Diploma or bachelor's degree in Planning/ Geography/ Architecture, Engineering, Drafting, or a related field. ▶ 5+ years' proven experience as a Draftsperson, preferably in architectural, engineering, or urban planning projects. ▶ Proficiency in computer-aided design (CAD) software, such as AutoCAD, Revit, or similar drafting tools. 	<ul style="list-style-type: none"> ▶ Create and revise technical drawings, maps, and diBaghpatms based on project requirements, including site plans, floor plans, elevations, sections, and utility layouts using computer-aided design (CAD) software. ▶ Assist in the preparation and organization of design documentation, including drawing sets, schedules, and specifications, to ensure accuracy and consistency in project deliverables. ▶ Assist for site visits and data collection

Experts required for Preparation of Zonal Development Plan of Cluster – 2 in Baghpat-Baraut-Khekra			
S no	Position	Pre-requisite Qualification	Job Description
		<ul style="list-style-type: none"> ▶ Strong knowledge of technical drawing principles, drafting standards, and construction documentation. ▶ Ability to manage multiple projects and work under tight deadlines. ▶ Experience with 3D modelling and rendering software is a plus. ▶ Knowledge and experience of GIS. 	<p>works.</p> <ul style="list-style-type: none"> ▶ Interpret and translate conceptual design ideas and plans into detailed drawings, ensuring accuracy, adherence to standards, and clarity in communicating design intent. ▶ Apply relevant drafting standards, codes, and regulations in the creation of technical drawings, ensuring compliance with industry best practices and local requirements.
3.	Typist (1 nos.)	<ul style="list-style-type: none"> ▶ Educational Qualification: Minimum 10+2 (Intermediate/PUC) or equivalent. A diploma/certificate in typing or office management is preferred. ▶ Typing Skills: Proficient typing speed of at least: 40 words per minute (English) 30 words per minute (local language, if required) Accuracy and formatting skills essential. ▶ Technical Skills: Proficiency in MS Word, Excel, PowerPoint. Familiarity with Unicode typing tools for regional languages (if applicable). Basic knowledge of document formatting, page setup, table creation, and referencing. ▶ Experience: 1–2 years of experience in typing/data entry roles in planning, engineering, or government projects preferred. Experience in assisting with document formatting of maps, reports, and datasets is a plus. ▶ Language Proficiency: Good command over English and the regional/local language (written). 	<ul style="list-style-type: none"> ▶ Type and format official reports, planning documents, and technical write-ups related to the Zonal Development Plan (ZDP). ▶ Maintain accurate and up-to-date digital and physical records of drafts, maps, and reports. ▶ Assist planners and GIS experts in preparing presentations, annexures, and documentation. ▶ Transcribe handwritten notes, field survey data, and meeting minutes into structured documents. ▶ Handle basic clerical tasks such as photocopying, filing, scanning, and email communications. ▶ Assist in organizing stakeholder meeting materials and follow-up documentation. ▶ Coordinate with planning team members to ensure version control and finalization of documents. ▶ Proofread drafts for typographical errors and consistency in formatting.
Deployed Personnel			
1.	Urban Planner (1 nos.)	<ul style="list-style-type: none"> ▶ Master's degree in urban planning/ Regional Planning or related fields. ▶ 3+ years' proven experience in urban planning, preferably in the development of zonal or master plans. ▶ Strong knowledge of urban planning principles, land use regulations, transportation systems, environmental planning, and infrastructure development. Proficiency in using urban planning software and tools for data analysis, mapping, and visualization. 	<ul style="list-style-type: none"> ▶ Conduct research, collect data, and analyze existing conditions, demographics, land use patterns, transportation systems, infrastructure, and environmental factors to inform the planning process. ▶ Engage with government officials, community leaders, residents, and other stakeholders to understand their needs, aspirations, and concerns related to Baghpat's development. Formulate policy recommendations and strategies to guide land use, infrastructure development, transportation systems, and environmental sustainability within the designated zones.

Experts required for Preparation of Zonal Development Plan of Cluster – 2 in Baghpat-Baraut-Khekra			
S no	Position	Pre-requisite Qualification	Job Description
			<ul style="list-style-type: none"> ▶ Determine appropriate land uses for different zones, considering factors such as residential, commercial, industrial, recreational, and green
2.	Non-Technical Person/Project Coordinator (1 nos.)	<ul style="list-style-type: none"> ▶ Bachelor's Degree in any discipline (preferably in Public Administration, Management, Social Sciences, or related fields). A diploma or certificate course in project management, office administration, or MIS would be an advantage. ▶ 2+ years of work experience in coordinating administrative/project support roles. Experience working with urban planning, development authorities, municipal bodies, or government projects preferred. ▶ Strong organizational and administrative skills. Proficient in MS Office (Word, Excel, PowerPoint), Google Workspace, and email management. Basic understanding of project timelines, document control, and team coordination. Good communication skills (oral and written) in English and the regional language. Familiarity with file management systems (physical and digital), record keeping, and documentation 	<ul style="list-style-type: none"> ▶ Assist the planning team in overall coordination of ZDP activities including timelines, schedules, and reporting. Follow up with internal team members, consultants, and government officials to ensure smooth project workflow. ▶ Support the preparation and formatting of reports, presentations, annexures, and official correspondence. Maintain registers, files, and digital archives of project documents and approvals. ▶ Organize meetings, workshops, and site visits by coordinating with all stakeholders. Prepare meeting agendas, minutes of meetings, and follow-up communication as needed. ▶ Monitor project deliverables, timelines, and staff attendance as assigned. Support travel logistics, accommodation, and day-to-day administrative needs of the planning team. ▶ Serve as a point of contact between the project team and local government departments or urban local bodies. Ensure timely submission of deliverables, forms, approvals, and data collection from concerned departments. ▶ Desirable Attributes: Familiarity with urban planning terms, planning document structures, and institutional frameworks. Ability to multitask and manage deadlines in a fast-paced project environment. Willingness to travel for coordination or field visits when required. Professional demeanour and ability to work collaboratively in multidisciplinary teams.

Note:

- a. The bidder must have to deploy the personnel mentioned in bid document in complete manner and to ensure their regular presence at running work site.
- b. Any other activity that is deemed necessary for the project execution & completion but not included in the above-mentioned list shall form the part of scope of work of the bidder and the decision of BBKDA shall be final in this regard.
- c. Two employees will be full time deployed at Baghpat-Baraut-Khekra Development Authority.
- d. Technical experts should be employed on company's pay roll at least from last six months of bid publication date.

- e. The bidder must have to deploy the personnel mentioned in bid document complete and to ensure their regular presence at running work site.

Any other activity that is deemed necessary for the project execution & completion but not included in the above-mentioned list shall form the part of scope of work of the bidder and the decision of BBKDA shall be final in this regard.

SECTION VI: PART A – GENERAL CONDITIONS OF CONTRACT & PART B – SPECIAL CONDITIONS OF CONTRACT

PART A – GENERAL CONDITIONS OF CONTRACT

A. Submission and opening of bids

1.1 Submission of Bids

- 1.1.1 Bids can be submitted for all the three clusters, however only up to maximum of two (2) clusters out of the three (3) zones shall be awarded to any single successful bidder. Bidders should submit their financial bid as per their choice of maximum of three (3) zones listed in the BOQ.
- 1.1.2 If the bidder submits a bid for more than one cluster, the technical bid shall be submitted with 2 different Resource teams. If any bidder proposes the same team for two clusters, the bid shall be disqualified. Resources must not overlap; any overlap will result in bid cancellation given in the Volume V - Scope of Work Schedule 1.
- 1.1.3 In case a bidder is found to be successful for more than two (2) clusters, the work shall be allocated on the basis of the sequence of the financial bids opened for all clusters or as per the committee. The decision of the Authority shall be final and binding.
- 1.1.4 Each Bidder would be awarded the work as given in the Section V - Scope of Work Schedule 1, Bidders should submit their financial bid as per the format described in the BOQ.

1. Definitions

1.1. The following words and expressions shall have the meanings assigned to them except where the context otherwise requires:

- a. 'Project' means the project/work named in Special Conditions of Contract.
- b. 'Services' means the services to be performed by the Consultant pursuant to this contract.
- c. 'Employer' means the Baghpat-Baraut-Khekra Development Authority (also referred to as BBKDA) which expression shall also include their legal successors and permitted assigns.
- d. 'Consultant' means the party, or the group/consortium named in the Agreement, who has to perform the services, and which expression shall include his/their legal successors and permitted assigns.
- e. 'Sub – Consultant' means an entity or individual appointed by consultant with the prior approval of the employer and in accordance with the procedure described in Special Conditions of Contract.
- f. 'Party' means BBKDA or Consultant as the case maybe and 'parties' means both.
- g. 'Third party' means any other person or entity as the context requires.
- h. 'Contract' means the Contract Agreement, the Letter of Acceptance, the Letter of Bid and other documents which are listed in the Contract Agreement or in the Letter of Acceptance.
- i. 'Employer's Representative' means the official employed by BBKDA and notified as such, or any of its officers nominated by BBKDA and notified from time to time, to the Consultant.

- j. 'Engineer' is the person named in the Contract Data will be the Engineer in Charge of work, who is responsible for supervising the Consultant's work, administering the Contract, making payments due to the Bidder
- k. Days are calendar days; months are calendar months
- l. 'INR' means the currency of India and shall be the currency used for the Project.
- m. 'Time for completion' means the time period stated for this purpose in the bid documents.
- n. 'Applicable Law' means the laws and any other instruments having the force of law in the Employer's Country, or in such other Country as may be specified in the Contract data and specific provisions, as they may be issued and in force from time to time
- o. 'Effective Date' means the date on which this Contract comes into force and effect or the date of issue of Letter of Acceptance (LOA) by the Employer.
- p. 'Experts' means, collectively, Key Experts/Persons, on-Key Experts, or any other professional personnel of the Consultant, Sub-consultant or JV/Consortium member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract

2. Interpretation

2.1. The headings in the Agreement shall not be used in its interpretation.

2.2. The singular includes the plural, the masculine includes the feminine, and vice-versa where the context requires.

2.3. Reference to "Contract" mean this contract (and include the Schedules). References to "Clauses and Schedules" mean clauses of and schedules of this contract. The provisions of Schedules shall be binding on the parties as set out in full in this Contract

2.4. If there is a conflict between provisions of the Agreement, the last to be written chronologically shall prevail, unless otherwise specified in the Special conditions of contract.

2.5. The documents forming the part of the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Employer shall issue any necessary clarification or instruction to the Consultant which shall be binding on the Consultant; and priority of the documents shall be as follows:

- a. Agreement
- b. Notice to proceed with the work
- c. Letter of Acceptance
- d. Bidder's Bid
- e. Contract Data
- f. Special Conditions of Contract
- g. General Conditions of Contract
- h. Scope of Work
- i. Price bid and
- j. Any other document listed in the RFP document will forming part of the Contract agreement.

3. Languages and Law

Languages of the agreement/contract communication shall be English. The agreement shall be interpreted, constructed, and governed by the laws of India. The Consultant shall, at all times in its performance of its obligations under this Agreement, be responsible to comply with all the Applicable Law, including, without limitation, those rules or regulations enacted or issued by the Employer.

4. Information

The Employer shall within a reasonable time give to the consultant, free of cost, all information which he is able to obtain, and which may pertain to the Services. But this will not relieve the responsibility of the Consultant to collect all the necessary information from other organizations, agencies etc. to the execution of the work assigned.

5. Decision

On all matters properly referred to it in writing by consultant. BBKDA shall give a decision in writing within a reasonable time.

6. Assistance

While it shall be the primary responsibility of the Consultant to obtain necessary information from other organizations to execute the contract and to perform the services specified therein, the Employer shall assist Consultant in:

- i. providing unobstructed access wherever it is required for the services.
- ii. providing access to other organizations for collection of information.

7. Agreement Effective Date

Letter of Acceptance (LOA) issued by the Employer shall be deemed to be binding agreement between the Employer and the Consultant till such time the contract agreement is executed. The Contract shall come into effect from the date of issue of the Letter of Acceptance (LOA) by the Employer or the date mentioned in the LOA, whichever is later.

8. Commencement and Completion

8.1. The date of commencement shall be from the date of issue of Letter of Acceptance (LOA) by the Employer or the date mentioned in LOA, whichever is later.

8.2. The Services shall be commenced and completed at the times or within the periods stated in Special Conditions of Contract subject to extensions in accordance with the Agreement.

8.3. Completion of services of the Consultant shall be certified upon final submission of all the documents/manuals, designs, drawings covered under the scope of this contract. If all the documents/manuals have been satisfactorily submitted, the Employer/Employer's representative shall issue the Completion Certificate.

9. Notice

Notices under the Agreement shall be in writing and will take effect from receipt at the address stated in the Agreement. Delivery can be by hand or facsimile message or email against a written confirmation of receipt or by registered letter or by telex subsequently confirmed by letter.

10. Press/ Media Relations

- i. Under any circumstances, no employee of the Consultant shall, except with the prior written sanction of the Employer, shall participate in a radio/TV broadcast or contribute to any article or write any article or letter either in his own name or anonymously, pseudonymously, or in the name of any other person, to any newspaper or periodical or shall give an interview to any media persons.
- ii. The Employers policy regarding responding to Press/Media shall be enforceable on all parties associated with this agreement.

11. Submission of Program

The consultant shall submit programs and Schedules including detailed breakup of activities as per contractual provisions for approval by BBKDA within 30 days of issue of LOA and update them regularly (every 60 days) to assist the Employer in tracking the progress of works. These programs and schedules are for Employer's use only.

12. Equipment and Facilities

The Consultant shall secure for itself and its employees all equipment, transport facilities and services that may enable it to perform its obligations under the contract.

The Consultant shall at all times give to the Employer or to any other person authorized in writing by the Employer, access to premises occupied by the Consultant where the Consultancy Services are being undertaken and shall permit those persons to inspect and audit the performance of the Consultancy Services and any Contract Material or other material related to the Consultancy Services.

13. Provision of consultancy services

13.1 The Consultant shall

- i. Inform itself of the Employer's requirements in respect of the Consultancy Services.
- ii. Consult regularly with the Employer throughout the performance of the Consultancy Services; and Act professionally always in the performance of the Consultancy Services, exercising the skill, care, economy, efficiency and iii. due diligence in accordance with generally accepted professional standards & practices and shall observe sound management practices and employ appropriate technology, safe and effective equipment, material and methods.
- iii. The Consultant shall always act in respect of any matter relating to this contract or to the services as a faithful advisor to the Employer and shall always support and safeguard the Employer's legitimate interests in any dealings.
- iv. The Consultant shall provide professional, objective, and impartial advice and always hold the Employer's interest paramount.
- v. The Consultant shall propose, employ, and provide such qualified and experienced experts and sub-consultants as are required to carry out the services.

13.2 Code of Professional Ethics

- i. The Consultant shall have no direct or indirect interest in commercial, manufacturing, or contracting activities that might tend to influence its professional judgement. It is remunerated solely by the fees paid to it by the Employer.
- ii. The Consultant shall approach all assignments objectively and by using sound technical and economic principles that provide solutions which serve the best interests of the Employer.
- iii. The Consultant shall give a declaration that it has no financial or managerial ties with other organizations that could influence its independence.

14. Performance standards

- iv. All services performed under this agreement shall be performed by the Consultant and its sub-consultants in a manner consistent with
 - a. the latest Indian and International standards and codes applicable for the projects of this type, scope and complexity of the project and also applicable to those who provide similar services;
 - b. the applicable laws;
 - c. the terms of this agreement; and
 - d. using their professional skill and judgement.
- ii. The Consultant is required to comply with the Employers policies and procedures as may from time to time be in force.
- iii. Notwithstanding any review of its organization structure, staff or manning schedules, the Consultant shall remain wholly responsible for the provision of stipulated services.
- iv. If in the opinion of the Employer/Employers representative, the progress or performance of the consultant's work is seen to be at any time inadequate to meet those requirements, the Consultant shall take the necessary steps to improve them on being notified.
- v. If within a reasonable period, the Consultant has not improved its progress or performance, the Employer/Employer's representative may by way of written notice require it to take additional

measures, including changes in its organization at no additional cost to the Employer. Such notice shall be in no way deemed to constitute a waiver of Employer/Employers representative's rights to terminate the agreement by reason of the Consultant's breach of contract.

vi. Failure by the Employer/Employer's representative to issue such a notice shall not relieve the Consultant of its obligations to achieve the required rate of progress and quality of work.

15. Addressing ambiguities

To the extent there are any ambiguities and/or conflicting terms and provisions as between the Consultant's proposal and this contract, this contract shall control and govern.

16. Care and supply of documents

- i. The drawings and specifications submitted by the Consultant shall be in the custody and care of the Employer.
- ii. The Consultant shall keep in the office set up for the execution of the contract, a copy of the contract, publications named in the specifications, the documents and drawings, variations and other communications given under the Contract. The Employers personnel shall have the right of access to all these documents at all reasonable times.
- iii. If a Party becomes aware of an error or defect in a document which was prepared for use in executing the works, the Party shall promptly give notice to the other Party of such error or defect.
- iv. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request test or similar act by the Employer/ Employers representative/Engineer (including absence of disapproval) shall not relieve the Consultant from any responsibility he has under this Contract, including responsibility for errors, omissions, discrepancies, and noncompliance's.

17. Delayed Drawings/ Submissions

The Consultant shall give notice to the Employer whenever the Work are likely to be delayed or disrupted to the extent that any necessary drawing could not be issued to the consultants engaged by the Employer within a particular time, which shall be reasonable. The notice shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and the nature and amount of the delay or disruption likely to be suffered if it is late.

If the consultants engaged by the Employer suffers delay and/or incurs Cost as a result of a failure of the Consultant to issue the notified drawing within a time which is reasonable and is specified in the notice with supporting details, the consultant's claim in this regard shall be assessed case to case basis and charged in accordance with Consultant's responsibility for the delay.

18. Liability of consultant to the employer

Consultant shall be liable to the Employer till the issue of the Performance Certificate. The Employer shall issue Performance Certificate to the consultant after the completion of duration of professional liability, as stated in Clause 21.

The Consultant shall be issued Performance Certificate by the Employer stating that the consultant has completed his obligation to the Employer's satisfaction. Only the issue of Performance Certificate shall be deemed as fulfilment of consultant's obligations with respect to this contract.

Consultant shall only be liable to pay compensation to the Employer arising out of in connection with the Agreement for a breach of Contract. Such compensation shall be limited to the amount specified against limitation of Liability mentioned in Conditions of Contract.

19. Communications

The Consultant shall comply with all written procedures, issued by the Employer from time to time, for conduct of communications to deal with matters relating to the planning, programming, design, and construction of the Project.

After every meeting, the consultant shall prepare Minutes of Meeting and submit to the Employer for approval and circulation to other parties.

20. Taxes and Duties

20.1. The Consultant shall ensure full compliance with the prevailing tax laws of India and its Country (in case the Consultant is a foreign entity) with regard to this contract and shall be solely responsible for the same. The Consultant shall keep the Employer fully indemnified against any liability or tax, interest, penalty etc. of the Consultant in respect thereof, which may arise.

20.2. The Consultant shall maintain complete records in respect of payments made for taxes, duties, GST, Octroi and other levies payable to various authorities. These records shall remain open for inspection by the Employer at any time and shall be made available to the Employer as and when required.

20.3. All duties, taxes [except Goods and Service Tax (GST)], royalties, cess, and other levies payable by the Consultant under the Contract, or for any other cause (including standard specifications), as on the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Consultant. GST will be paid as applicable on the submission of GST Invoices for first RA bill.

The subsequent RA bill shall be raised for payment upon submission of documentary evidence towards payment of GST collected on the previous bill to the GST Authorities. However, if subsequent bills are raised before return submission date of previous bill period, the documentary evidence towards payment of GST shall be provided within 7 days from the due date of such return filing. The Final bill/single bill payment shall be released on the undertaking by the consultant for providing evidence within 7 days from the due date of such return filing for final bill based on GST provision for due dates.

21. Duration of professional liability

Consultant shall not be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on him before the expiry of the relevant period stated in Special Conditions of Contract, or such earlier date as may be prescribed by law.

22. Change in legislation

Changes in the rate of existing taxes/duties/ cess relevant to the Contract, as applicable 28 days prior to the last date of submission of bid, will be considered a Change in legislation. Such additional /reduced cost shall be certified by the Employer after examining the records provided by the Consultant and shall be paid or credited to the Employer accordingly.

22.1. The rates and prices quoted by the Bidder shall not be Adjustable for changes in cost.

23. Conflict of interest

Unless otherwise agreed in writing by the Employer, the Consultant and his personnel shall have neither any interest in nor receive remuneration in connection with the Project except as provided for in the Agreement.

The Consultant shall take all reasonable measures to ensure that its employees, agents, subconsultants do not, during the Contract execution, engage in any activity or obtain any interest which is in conflict with providing services to the Employer fairly and independently.

The Consultant has an obligation and shall ensure that its personnel shall have obligation to disclose any situation of actual conflict that impacts their capacity to serve the best interest of the Employer. Failure to disclose such situations may lead to termination of contract.

The Consultant shall also not engage any employee of the Employer directly or indirectly for period of two years after leaving the service of the Employer.

On receipt of notice of conflict of interest, the Employer may decide upon the action to be initiated. Employer reserves the right to suspend the services of consultant or to proceed to termination, as necessary.

24. Corruption and fraud

The consultant shall neither give, provide, or offer nor shall receive, ask, or accept, any loan, fee, reward, gift or any emolument or advantage whatsoever beyond the provisions of this agreement.

Wherever possible, any issues relating to conduct, competence and behaviour should be identified and resolved internally by the Consultant, but the Employer should keep informed of such occurrences. In order to prevent and detect fraud, the Employer may at any time:

- a. Share information about the consultant with other organizations including the police, vigilance, etc.
- b. Conduct/allow the Law Enforcement officials to conduct searches of the consultants' premises.
- c. Check and share details with fraud prevention and detection agencies, as may be necessary.

In the event of any breach of this condition, the Consultant shall be deemed to have breached the contract and the Employer shall, without prejudice to any other rights the consultant, it may possess, be at liberty forthwith to terminate this contract and to recover from the consultant any loss or damage resulting from such termination

However, should the employer consider that the Consultants conduct or behaviour may be in breach of code of conduct, or that the Consultant's professional competence has been called into question, Notice may be issued to the Consultant requiring explanation in this regard but the consultant will be liable to pay compensation to the Employer if the breach is established.

In the event of termination on such grounds, the Employer is also entitled to recovery of any additional expenses incurred for preceding the work till completion.

25. Publication

Consultant, either alone, or jointly with others, cannot publish, disclose or divulge, any material relating to the Services to any third party without the written permission from the Employer. The Consultant shall implement appropriate technical and organizational measures to protect the data/information regarding the project against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure.

26. Obligations of consultant

26.1 Scope of services

- i. Consultant shall perform Services relating to the Project. The Scope of the Services is stated in Section 5 Scope of Work of the bid documents
- ii. Consultant shall exercise reasonable skill, care, and diligence in the performance of his obligations under the Agreement and shall adopt best design practices for the performance of services.
- iii. The Employer has endeavoured to delineate the scope of services to be performed by the Consultant. Such descriptions are not intended to be comprehensive. The Consultant shall be required, without adjustment to the accepted contract value, to provide any services that are within the scope of its field of professional practice and that are reasonably inferable as being necessary or that would be customarily furnished by other providers of professional services of the type and nature provided for in this agreement, to accomplish the Services set out in this contract.
- iv. The Consultant shall always act in respect of any matter relating to this contract or to the services as a faithful advisor to the employer and shall always support and safeguard the employer's legitimate interest's paramount.
- v. The Consultant shall provide professional objective and impartial advice and always hold the Employers interest paramount.
- vi. Except with the prior written consent of the Employer, the Consultant and the Experts shall not at any time communicate to any person or entity any information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated during, or because of the Services. In this regard, a Non-Disclosure Agreement as provided in Section 7: Contract Agreements is to be signed by the consultant.

26.2 Interface

Where the Services include the co-ordination between the Consultant and other Consultants /Experts employed on the Project, the Consultant shall provide such co-ordination. The Consultant shall obtain, co-ordinate and submit to the Employer's Representative for his information and approval all details, drawings, quantities, specifications arising from such co-ordination with others. Such co-

ordination will take place throughout the period of the Services, and it shall be the responsibility of the Consultant to document the same.

27. Representatives

For the administration of the Agreement the Consultant shall designate the officials or individuals to be his representatives as Team Leader as proposed by him in its bid. The above team leader shall attend all meetings with the Employer. The above team leader will be responsible for planning, organizing and securing resources for ensuring the successful completion of the project by coordinating with different teams to develop a coherent output through the co-ordination of various interfaces. All communication from the Employer shall be addressed to the Team Leader. All communications from the Consultant to the Employer or any other authority shall be done by the Team Leader only. Similarly, all design/drawings/reports/documents from the Consultant shall be issued by the Team Leader only and only under exceptional circumstances, such communications shall be done by any other person of the Consultant who shall be duly authorized for the same.

28. Deployment/ Replacement of personnel

28.1. All persons employed by the Consultant shall be the employees of consultant and not of BBKDA. The Consultant shall be solely responsible for any workers' compensation obligations, withholding taxes, unemployment insurance, all statutory obligations, and any other Employer obligations with respect to all employees working for the Consultant.

At least 2 Key Persons, as finalized after the negotiations, shall be deployed within the time stated in the Letter of Acceptance. These persons shall be physically available in the office of the Authority for the execution of the contract as per the work requirement during the entire period of implementation of the contract for better coordination, collection of data and timely completion of project. In case of failure of the consultant to deploy the above 2 key persons as per the agreed deployment schedule, penalty as stated in the Special Conditions of Contract shall be imposed on the Consultant.

Other team members including team lead shall be available for meetings whenever called by the authority. The employer will not normally consider request of the selected bidder for substitution of Key Persons except under exceptional circumstances. However, such substitution shall be limited to once in each category for whole contract period, with equally or better person/expert than the replaced one. Such substitution shall be subject to levy of penalty as stated in Special Conditions of contract.

28.2. Substitution of the Team Leader will not normally be considered and may lead to disqualification of the bidder or termination of the Agreement, except in case of long-term disability or loss of life. In such cases, substitution may be permitted by the Employer on the merit of the case and availability of sufficient evidence, at the sole discretion of the Employer; subject to equally or better qualified person is provided by the Bidder/Consultant. Such substitution shall attract imposition of penalty as stated in Special Conditions of Contract.

28.3. Replacement of personnel as per the requirements of employer

In case the Employer is not satisfied with the performance of any personal of the Consultant, such person shall be replaced on Employers request with a person acceptable to the Employer.

28.4. Penalty for delayed submission as per milestone

- a. First default – penalty of 0.5% of the total contract value and warning shall be issued with a stipulated new timeframe as approved by the Committee
- b. Second and subsequent defaults- penalty of 1.0% of the total contract value for the quarterly milestone in which default has been made and provisions of clause of 54.2 shall be applicable

29. Assignment and sub-contracts

- i. The Consultant shall not, without the written consent of the Employer, assign the benefits from the Agreement other than money
- ii. The Consultant shall not assign obligations under the Agreement (to Sub-Consultant/ Sub-Consultants) without the written consent of the Employer.
- iii. The Consultant shall not without the written consent of the Employer initiate or terminate any sub-Consultant for performance of all or part of the Services

- iv. With prior approval of Employer, the consultant may engage subconsultant for specialized works i.e., Surveys (Topographical surveys, Drone surveys, Traffic related surveys, Demographic surveys, Geotechnical investigations, surveys for the purposes of Environmental Management Plan (EMP) and the like.
- v. While submitting its proposal for seeking the Employer's approval with respect to engagement of each Subconsultant in accordance with this Sub- Clause 29.0, the Consultant shall ensure that total value of Works proposed to be undertaken through subcontracting shall not be more than 50% of the Contract Price.
- vi. The value of a sub-contract, as and when awarded, shall be intimated by the Consultant to the Employer along with a certification that the cumulative value of all sub-contracts awarded then is within the aforesaid threshold of 50% of the Contract Price.

29.1

- i. The Consultant shall provide sufficient superintendence, to ensure that the works to be carried out by a Subconsultant comply with the requirements of the Contract.
- ii. The Consultant shall ensure that the Subconsultant(s) proposed to be appointed shall have the requisite experience during last 7 years prior to the proposed appointment in relation to the work proposed to be subcontracted and details of the same are provided to the Employer while seeking the approval.
- iii. The Consultant shall release payment to the Subconsultant promptly to ensure that the execution of works is not affected in any manner whatsoever.
- iv. The Consultant shall indemnify and hold the Employer harmless against and from any claim of sub-consultant.

30. Performance security

The Consultant shall deliver the Performance Security, as specified in the 'Instruction to Bidders', to the Employer within 28 days after receiving the Letter of Acceptance. The Performance Security shall be issued by an entity and from within a country (or other jurisdiction) approved by the Employer and shall be in the form as given in Section VIII (Securities and Other Forms) or in other form specifically approved by the Employer.

The Consultant shall submit the Performance Security in any of the following forms:

- a. Unconditional and irrevocable Bank Guarantee from a Banks as under:
- b. a Scheduled Commercial Bank in India,

30.1 Validity of Performance Security

The Consultant shall submit Performance Security of 10% of the contract value in the form of a Bank Guarantee which shall remain valid till six (06) months after completion of the Contract – Formal Completion of the project. In case of extension of time, the validity of the performance security shall be accordingly extended.

Such Performance Security shall be valid for period stated in the Special Conditions of Contract and in case of extension of time the validity of the same shall be extended for further period. The Employer reserves the right to forfeit the performance guarantee amount, in the event of termination of the Contract in accordance with Clause 54.

If the Consultant fails to provide, maintain, and renew the Performance Security in accordance with the Contract, then the Employer shall, without prejudice to any other rights and remedies to which it may be entitled, shall have the right to invoke the Performance Security. The Employer reserves the right to terminate the Contract. Upon any encashment and appropriation of the Performance Security, the Consultant shall, within 14 (fourteen) days thereof, replenish the Performance Security to the original level.

31. Change in constitution of the consultant

The Consultant shall promptly notify and obtain the approval of the Employer for any changes in the constitution of the Consultant. It shall be open for the Employer to terminate the Agreement upon change in the constitution of the Consultant. It shall be also open for the Employer to terminate the Agreement, upon loss of life, retirement, insanity, or insolvency of any person being the proprietor/partner in the Consultant, or on the addition or introduction of a new partner managing the Project for the Consultant without the prior approval in writing of the Employer.

But in absence of and until its termination by the Employer as aforesaid, this Agreement shall be in full force and effect, notwithstanding any changes in the constitution of the firm by loss of life, retirement, insanity, or insolvency of any of its proprietors/partners or addition or introduction of any new partners. In case of loss of life or retirement, the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of all terms and conditions of the Agreement, and likewise on the addition of a new partner, the latter will also become jointly and severally liable

32. Professional Indemnity Insurance (PII)

The Consultant shall effect and maintain professional Indemnity Insurance (PII) for the amount equal to the contract value as stated in the Letter of Acceptance, with unlimited number of incidents in respect of design and services to be carried out by, on behalf of the Consultant valid from the date of commencement till one year after the date of issue of completion certificate as mentioned in clause 8.3 above, to the Consultant. The PII shall be jointly in name of consultant and employer.

PII Policy shall be obtained within four weeks from 'date of commencement' and before any payment is released to consultant. The insurance which shall ensure the Consultant's liability by reason of professional negligence and errors in respect of all works covered under scope of work, shall be valid from the date of commencement of works, until the expiry of duration of liability as stipulated in clause 21 of General Conditions of Contract and clause 13 of Special Conditions of Contract. It is a deemed accepted condition of contract that the Consultant indemnifies and save harmless the Employer from and against all claims and proceedings on account of infringements of patents rights, design, trademark name etc. In the PII policy, the deductible amount shall not be more than 5% of accepted final claim in any one incident.

The employer will not issue final payment certificate until the Consultant has produced evidence that coverage of Professional Indemnity Insurance has been provided for the aforesaid period. In case the consultant intends to utilize the existing umbrella Insurance policy already obtained by the consultant, in the cover note / letter issued by the insurance company incorporating the name of this work in the umbrella policy, it shall mention the BBKDA as the beneficiary and consultant shall procure an undertaking from the Insurance Company in this regard.

In case the value of existing umbrella policy is inadequate to cover the contractual requirement of this assignment than consultant shall ensure that the value of existing umbrella policy is enhanced suitably to cover this assignment.

In case the existing umbrella policy is an annual policy, then consultant shall ensure and renew the validity of policy annually to cover the entire period of this contract.

AOA (any one accident) limit equal to total contract value with AOY (any one year) with unlimited occurrence in the PII policy, the deductible amount shall be 5% of claim amount or as per requirement of statutory regulations.

The insurance policy shall include a cross-liability clause such that the insurance shall apply to the Consultant and the Employer as separate insureds.

33. Modification and variations

The Contract can be modified including modification in Contract Amount and Scope, in writing by employer.

In the event of any additional services to be performed by consultant, the consultant shall obtain prior written approval from the Employer, on the time and cost involved in performance of the additional services. The agreement scope may be subject to variations including omissions, alternations, and additions. If a variation to the scope of works results in a change in the agreement value (positive or negative changes), the financial implications will be calculated by the consultant, subjected to the acceptance by the Employer using the original project specification, schedule of payments and scope of works as a basis.

If the Employer requests for variation, consultant has to submit the proposal. Consultant may be entitled for extension of time or additional payments on the basis of merits of the variation's proposal in accordance with determination by Employer in this regard

34. Copyright

The copyright (including future copyright) of all documents and drawings prepared by the Consultant in performance of the Services under the Agreement shall be vested with the Employer. All design documents prepared by the Consultant, the design depicted in them, and any presentation material, shall become

upon their creation the property of the Employer whether the project for which they are made is executed or not. Without limitation to the foregoing, the Employer shall hold and the Consultant shall be deemed to have irrevocably assigned to the Employer in perpetuity with no reserved or retained rights in any other persons or entities, all copyrights or other intellectual property rights relating to the design documents. The Consultant may retain copies of the documentation prepared by them and may use and BBKDApt the contents of such documentation for his own use.

35. Consultants warranty of design

- i. The Consultant shall be fully responsible for the suitability, adequacy, integrity, durability and practicality of the Consultant's proposal.
- ii. The Consultant warrants that the Consultant's Proposals meet the Employer's Requirements and are fit for the purpose thereof. Where there is any inadequacy, insufficiency, impracticality, or unsuitability in or of the Employer's Requirements or any part thereof, the Consultant's Proposal shall take into account, address or rectify such inadequacy, insufficiency, impracticality or unsuitability at Consultant's own cost.
- iii. The Consultant shall indemnify the Employer against any damage, expense, liability, loss, or claim, which the Employer might incur, sustain or be subject to arising from any breach of the Consultant's design responsibility and/or warranty set out in this Clause.
- iv. The Consultant further specifies and is deemed to have checked and accepted full responsibility for the Consultant's proposals and warrants absolutely that the same meets the Employer's Requirements:
 - a. Notwithstanding that such design may be or have been prepared, developed, or issued by the Employer, any of Consultant's Consultants, his sub-Consultants and/or his qualified personnel/persons or cause to be prepared, developed, or issued by others.
 - b. Notwithstanding any warranties, guaranties and/or indemnities that may be or may have been submitted by any other person
 - c. Notwithstanding that the same have been accepted by the Engineer.

The Consultant shall be fully responsible for the drawings, designs etc. & preparing, developing, and coordinating all design Works to enable that part of the Works to be constructed and/or to be fully operational in accordance with the Contract's requirements.

36. Payment to the consultant

- i. The employer shall make payment to the Consultant in accordance with the accepted rates/cost and as per the stipulated stage payment schedule.
- ii. Goods and Services Tax will be paid extra as per the prevailing tariff, on submission of certified GST invoices as per the prevailing rules.
- iii. Statutory deduction shall be made from the payments for which necessary TDS certificates shall be issued
- iv. Payment shall be made by RTGS in the bank account of the consultant as per the details provided by the consultant.
- v. In case the Consultant is a Joint Venture, the payment shall be made only in the name of Joint Venture.

37. Time for payment

Payment to the Consultant shall be made within 30 days of receipt of an acceptable invoice from the Consultant after completion of milestone as given at page no 98 of the RFP page no 98. In case the invoice is not acceptable to the employer, the employer shall promptly return the invoice to the consultant advising the deficiencies in the invoice.

38. Currency of payment

All payments shall be made in Indian Rupees

39. Disputed invoices

If any item or part of an item in an invoice submitted by the Consultant is contested by the Employer, then the Employer shall give prompt notice with reasons and shall not delay payment on the balance of the invoice.

Maximum amount withheld on account of disputed item in any invoices shall not exceed 100% of the value of the disputed item.

The Consultant shall promptly perform against any Consultancy Service or item thereof certified as not being in accordance with the Contract, without raising additional claims to the Employer.

The Consultant will not be entitled to make any claim for payment in relation to such services disputed in any invoice until the Employer has certified that the re-performed services are in accordance with the Contract

40. Audit Requirement

The Employer reserves the right to carry out a audits and/or examination of the books, and the account, including all supporting vouchers, abstracts, etc. and to make a claim on the consultant for the refund of any excess amount paid to him, if as a result of such examination, any over-payment to him is discovered to have been made in respect of any work done or alleged to have been done by the Consultant, under the Contract. If any under-payment is discovered, the same shall be paid by the Employer to the consultant.

Such payments or recoveries, however, shall not be subject to any interest.

The consultant shall provide full and timely access for such Audit by the Employer, including inspection of records and documentation. Such access shall include direct access to the work areas, storage facilities, consultant's project offices, and similar areas and facilities where any work is being conducted for this project

41. Claims for loss or damage

Subject to Clause 23, any claim for loss or damage arising out of breach or termination of the Agreement shall be agreed between BBKDA and the Consultant, failing which the same shall be referred to arbitration in accordance with Clause 58.

Except in the event of the Employer's failure to make undisputed payment of the compensation due to consultant, notwithstanding any disputes between Employer and consultant hereunder or in connection with the Project, the consultant and the Employer shall each continue to perform their respective obligations hereunder; including the obligation of the consultant to continue to provide and perform services hereunder pending a subsequent resolution of such disputes

42. Employers claim

If the Employer considers himself to be entitled to any payment under any Clause of these conditions or otherwise in connection with the Contract, and/or to any extension of the Duration of Professional Liability, the Employer shall give notice along with particulars to the consultant. The particulars shall specify the basis of the claim and shall include details of the amount which the Employer considers him-self to be entitled in connection with the contract. Consultant shall respond to the notice within 21 days failing which the Employer's claim shall be final and binding on the consultant and construed to be settled.

43. Limit of Employer's Liability

The Employer shall have no liability in respect of any claim made or any award of compensation in respect of redundancy or unfair or wrongful dismissal to any employee of the Consultant in respect of his or her service with the Consultant or arising from the operation of the Employer's policies/security measures.

44. Force majeure

If, at any time during the currency of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory rules, regulations,

orders or requisitions issued by a Government department or competent authority or acts of God (hereinafter referred to as “event”) then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.

- a. Neither party shall by reason of such event be entitled to terminate the Contract or have claim for damages against the other in respect of such non-performance or delay in performance.
- b. The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
- c. If the performance in whole or part of any obligation under the Contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any, or 90 days, whichever is more, either party may at its option terminate the Contract.
- d. In case of doubt, or dispute, whether a particular occurrence should be considered an “event” as defined under this clause, the decision of the Engineer shall be final and binding.
- e. Works that have already been measured shall be paid for by the Employer even if the same is subsequently destroyed or damaged because of the event. The cost of rebuilding or replacing any work that has been measured shall be borne by the Employer.
- f. If the Contract is terminated under this Clause, the Consultant shall be paid fully for the work done which has been destroyed or damaged before its measurement. The Employer shall have the option to take over any plant and material lying at site, at rates provided for in the Contract, failing that, as per rates, which are determined to be fair and reasonable by the Engineer.

If neither party issues notice regarding the event within 21 days of its occurrence, the said event shall be deemed not to have occurred, and the Contract will continue to have effect as such

45. Delays and liquidated damages

46.1. Time is the essence of the Contract. It shall be the bounden duty of the Consultant to strictly adhere to the time for performance of various services indicated in the Contract. The contract key dates for various activities in relation to this contract are as given in the Special Conditions of Contract. The above dates shall be referred for the imposition of liquidated damages on the Consultant for any delays.

46.2. In case of delays without valid reason, Liquidated damages shall be imposed on the Consultant as described in Special Conditions of Contract.

46.3. Delay caused by Authority

If the following conditions apply, namely:

- a. the Consultant has diligently followed the procedures laid down by the relevant legally constituted public authorities in the Country,
- b. these authorities delay or disrupt the Consultant work, and
- c. the delay or disruption was Unforeseeable, then this delay or disruption will be considered as a cause of delay under sub-parBaghpatph 47.1(d) of Sub-Clause 47

46. Extension of time

47.1. The Consultant may apply for an extension of the Time for Completion if the Work is or will be delayed either before or after the Time for Completion by any of the following causes:

- a. “Force Majeure” referred to in Clause 45

- b. The Consultant's work held up for not being given the details to be provided by the employer in accordance with the Contract
- c. Instruction of the Engineer to suspend the Works and the Consultant not being in default as to reasons of suspension.
- d. Acts or omissions of other agencies involved in the project not forming part of this Contract and on whose performance, the performance of the Consultant necessarily depends, as stipulated in the contract.
- e. Any act of prevention or Breach of Contract by the Employer and not mentioned in this
- f. Clause
- g. Any order of Court restraining the performance of the Contract in full or in any part thereof
- h. Any other event or occurrence which, according to the Employer is not due to the Consultant's failure or fault and is beyond his control without Employer being responsible for the same.
- i. An Employer's Variation

However, the Consultant shall not be entitled to any extension of time where the instructions or acts of the Employer or the Engineer are necessitated by or intended to cure any default of or breach of Contract by the Consultant or where any delay is due to

- a. the failure of consultant, to commence or to carry out work in due time,
- b. non-availability of inputs by the Consultant including its personnel
- c. the Consultant not fulfilling his obligations under the contract

If the Consultant considers himself to be entitled to an extension of time for Completion, he shall give notice to the Engineer of such intention as soon as possible and in any event within 28 days of the start of the event giving rise to the delay and full and final supporting details of his application within 21 days of the last day of delay, together with any notice required by the Contract and relevant to such Clause.

The Engineer shall proceed in accordance with the contract conditions to agree or determine either prospectively or retrospectively such extension of the Time for Completion as may be due. The Engineer shall notify the Consultant accordingly

47.2. Extension of time for completion for other reasons

The Consultant shall not be entitled to an extension of time by reason of any delay to any activity in carrying out of the Works unless in the opinion of the Engineer such delay results in or may be expected to result in a delay to completion of the Works, or achievement of any Stage by the relevant Key Date. Whether or not the Consultant fails to achieve any key date by reason of any delay shall not by itself be material to the Consultant's entitlement to an extension of time. Any extension to a Key Date shall not by itself entitle the Consultant to an extension to any other Key Date

47.3. Extension of time delays due to consultant

If the delay in the completion of the whole Works or a portion of the Works, for which an earlier completion period is stipulated, is due to the Consultant's failure or fault, and the Engineer is of the view that the remaining Works or the portions of Works can be completed by the Consultant in a reasonable and acceptable short time, then, the Engineer may allow the Consultant extension or further extension of time at its discretion with or without liquidated damages, for completion, as he may decide

47. Issue of notice

The Notice shall be given as soon as practicable after the Employer/consultant became aware of the event or circumstances giving rise to the claim. A notice relating to any extension of the Duration of Professional Liability shall be given before the expiry of such period.

48. Rights and liabilities of the parties

The Employer has the right to notify the Consultant that it wishes to modify its requirements in relation to the Project. Should a party be deemed liable to the other party, by way of indemnity or by reason of breach of contract or otherwise, the Consultant's liability shall be in aggregate equal to the total contract value. No dispute arising gives either Party the right to suspend their obligations under the terms of this Agreement. All parties that form part of the consultant shall be jointly and severally liable to the Employer and/or third parties for the execution of the contract.

49. Organization of the consultant

Promptly after the award of work, the Consultant shall set up an office in Baghpat for the execution of works in this agreement.

50. Priority of documents

The documents forming the part of the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Employer shall issue any necessary clarification or instruction to the Consultant which shall be binding on the Consultant; and priority of the documents shall be as follows:

- a. Agreement
- b. Notice to proceed with the work
- c. Letter of Acceptance
- d. Bidder's Bid
- e. Contract Data
- f. Special Conditions of Contract
- g. General Conditions of Contract
- h. Scope of Work
- i. Price bid and
- j. Any other document listed in the RFP document will forming part of the Contract agreement.

51. Abandonment and suspension

- i. The Employer may suspend all or part of the Services or terminate the Agreement by notice of at least 30 days to consultant who shall immediately make arrangements to stop the Services and minimize expenditure.
- ii. If the Employer considers that Consultant is not discharging his obligations, the Employer can inform the Consultant by notice stating grounds for the notice. If a satisfactory reply is not received within 07 days of receipt of the notice by consultant. The Employer can by further notice terminate the Agreement provided that such further notice is given within 30 days of the former notice
- iii. If Consultant is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a breach of the Agreement, then the Employer may terminate the Services of the Consultant as per the procedure given in Clause 54 below

The Employer may complete the project by whatever method may be deemed expedient and the Consultant shall not be entitled to receive any further payment.

52. Consequences of suspension

In circumstances where the Services or part of the Services have to be suspended or delayed, the Consultant will be allowed extra time to complete the Services, and such extra time should be determined as reasonable in the circumstances. For events of delay on account of the consultant, all costs for the extended period and consequential impact on other services including defect liability period, duration of liability, etc., shall be borne by the consultant. In the event that the suspension

continues for more than 6 months, then this Agreement may be terminated by the Consultant after issuing Notice to the Employer.

53. Termination

53.1

The Employer shall notify by issuing Notice to Correct (NTC) to the consultant when certain breach of terms like delay, slow progress, etc. are foreseen or has occurred. The consultant shall respond to the NTC within 14 days by stating corrective actions to be taken to address the same failing which the Employer may terminate by issuing a 14 days' notice of termination.

The merits of the corrective actions by the Consultant against NTC shall be reviewed by the Employer. The consultant shall within 28 days show significant and verifiable effort to correct its performance and provide concrete evidence to the employer of consultant's willingness and ability to execute the services under this contract. If consultant fails to achieve the above the Employer reserves the right to terminate by issuing a notice of termination.

53.2 Termination by Employer

The Employer shall be entitled to terminate the contract at any time if the consultant:

- i. Fails to comply with any of the contractual requirements.
- ii. Abandons work.
- iii. Fails to proceed with work in accordance with the provisions of the contract.
- iv. Become bankrupt or insolvent.
- v. Commits fraud or tries to obtain undue advantage.
- vi. Failure to adhere to key dates.

On termination, the consultant will be paid in accordance with the provisions of the contract for works executed till the date of issue of Notice of termination, provided that official documents are submitted as proof.

The Employer reserves the right to forfeit the performance guarantee amount, in the event of termination of the Contract in accordance with Clause 54.1 & 54.2.

53.3 Termination by the Consultant

The consultant is entitled to terminate the contract 45 days after issue of Notice under the following conditions:

- i. Prolonged suspension of work without due compensation being paid as mutually agreed.
- ii. When the Employer becomes bankrupt/insolvent.
- iii. Delay of 56 days occurred after the specified period for payment due in accordance with contract except for disputed items in any Invoice/Interim Payment Certificate.

54. Liability of consultant to the employer

Consultant shall only be liable to pay compensation to the Employer arising out of or in connection with the Agreement if a breach of Contract is established against him. Such compensation shall be limited to the amount specified for Professional Indemnity Insurance.

55. Exceptional circumstances

If circumstances arise for which the Consultant is not responsible and which make it impossible for him to perform in whole or in part the Services in accordance with the Contract, he shall promptly dispatch a notice to the Employer.

In these circumstances if certain Services have to be suspended, the time for their completion shall be extended until circumstances no longer apply plus a reasonable period not exceeding 07 days for resumption of them.

56. Rights and liabilities of the parties

Termination of the Agreement shall not prejudice or affect the accrued rights or claims and liabilities of either party.

57. Claims, disputes, conciliation, and arbitration

57.1 Procedure of Claims

If the Consultant intends to claim any additional payment under any clause of these Conditions or otherwise, the Consultant shall give notice to the Engineer as soon as possible and in any event within 28 days of the start of the event giving rise to the claim. The Consultant shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

The Consultant shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at any other location acceptable to the Engineer. Without admitting the Employer's liability, the Engineer shall on receipt of such notice, inspect such records, monitor the record-keeping and/or may instruct the Consultant to keep further contemporary records. The Consultant shall permit the Engineer to inspect all such records and shall (if instructed) submit copies to the Engineer.

Within 28 days of such notice, or such other time as may be agreed by the Engineer, the Consultant shall send to the Engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

- a. this fully detailed claim shall be considered as interim;
- b. the Consultant shall send further interim claims at monthly intervals, giving the accumulated amount claimed, and such further particulars as the Engineer may reasonably require; and
- c. the Consultant shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Consultant and approved by the Engineer.

If the Consultant fails to comply with this Sub-Clause, he shall not be entitled to claim any additional payment.

57.2 Payment for claims

The Consultant shall be entitled to have included in any Interim Payment Certificate such amount for any claim as the Engineer considers due, after taking approval from the Employer. If the particulars supplied are insufficient to substantiate the whole of the claim, the Consultant shall be entitled to payment for such part of the claim as has been substantiated.

57.3 No legal action till dispute settlement procedure is exhausted

Any and all Disputes shall be settled in accordance with the provisions of Clause 58. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute resolution procedures set out in Clause 58 shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.

57.4 Notice of dispute

For the purpose of Sub-Clause 58.5, a Dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter called a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 28 days after the date of issue of Performance Certificate by the Engineer.

57.5 Two stages for dispute resolution

Disputes shall be settled through two stages

- a. Conciliation procedures as established by "The Arbitration and Conciliation Act-1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with this Clause. In the event this procedure fails to resolve the Dispute then;

- b. Arbitration procedures undertaken as provided by “The Arbitration and Conciliation Act - 1996” & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof. and in accordance with this Clause.

57.6 Conciliation

Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation.

Conciliation proceedings shall be initiated within 30 days of one party inviting the other in writing to Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If the invitation is not accepted, then Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation he may elect to treat this as a rejection of the invitation to conciliate and inform the other party accordingly.

The Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators maintained by the Employer. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner.

57.7 Conciliation Procedure

The Employer shall maintain a panel of Conciliators, who shall be serving or retired engineers of Government Departments, or of Public Sector Undertakings. Out of this panel, a list of three Conciliators shall be sent to the Consultant who shall choose one of them to act as Conciliator and conduct conciliation proceedings in accordance with “The Arbitration and Conciliation Act, 1996” of India & amended by the Arbitration & Conciliation (Amendment) Act, 2015 2015 and any statutory modification or re-enactment thereof.

There will be no objection if the conciliator so nominated is a serving employee of BBKDA who Group B level officer would be and above.

The Employer and the Consultant shall in good faith cooperate with the Conciliator and shall endeavour to comply with requests by the Conciliator to submit written materials, provide evidence and attend meetings.

Each party may, on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute.

When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.

If the parties reach agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the parties, the Conciliator may draw up, or assist the parties in drawing up, the settlement agreement. When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively.

The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each of the parties. As far as possible, the conciliation proceedings should be completed within 60 days of the receipt of notice by the Conciliator.

The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

57.8 Termination of conciliation proceedings

The conciliation proceedings shall be terminated:

- a. by the signing of the settlement agreement by the parties on the date of agreement; or
- b. by written declaration of the conciliator, after consultation with the parties, to the effect further efforts at conciliation are no longer justified, on the date of declaration; or
- c. by a written declaration of the parties to the conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration; or
- d. by a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated on the date of declaration.

Upon termination of the conciliation proceedings, the conciliator shall fix the costs of the conciliation and give written notice thereof to the parties. The costs shall be borne equally by the parties unless the settlement agreement provides for a different apportionment. All other expenses incurred by a party shall be borne by that party.

57.9 Arbitration

If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences, whatsoever arising between the parties, arising out of touching or relating to construction/ manufacture, measuring operation or effect of the Contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions

- a. Only through DB, together with counter claims or set off, given by the Employer, shall be referred to arbitration. No other matter shall be included in the reference.
- b. The Arbitration proceedings shall be presumed to have commenced from the day, a valid written notice for arbitration is received by Vice Chairman, Baghpat-Baraut-Khekra Development Authority.
- c. Any dispute referred to arbitration shall be settled in accordance with the Arbitration & Conciliation Act, 1996 (26 of 1996) as amended from time to time.

58.9.1 Arbitrational Tribunal:

Number of Arbitrators: The Parties to the contract have agreed that the arbitration tribunal shall consist of:

- i. Sole Arbitrator in cases where the total value of all claims in question added together does not exceed Rs. 2.00 crores.
- ii. Three arbitrators in all other cases.

58.9.2 Procedure for Appointment of Arbitrators:

The arbitrators shall be appointed as per following procedure:

- i. In case of Sole Arbitrator:

Within 60 days from the day when a valid written notice for arbitration is received by VC/BBKDA, the Employer will forward a panel of three names to the Consultant. The Consultant shall have to choose one Arbitrator from the panel of three to be appointed as Sole Arbitrator within 30 days of dispatch of the request by the Employer. In case the Consultant fails to choose one Arbitrator within 30 days of dispatch of the request of the Employer then the Vice Chairman/Baghpat-Baraut-Khekra Development Authority (VC/BBKDA) shall appoint anyone as Arbitrator from the panel of three Arbitrators as a sole Arbitrator.

- ii. In case of three Arbitrators

- a. Within 60 days from the day when a valid written notice for Arbitration is received by VC/BBKDA, the Employer will forward a panel of five names to the Consultant. The Consultant will then give his consent for any one name out of the panel to be appointed as one of the Arbitrators within 30 days of dispatch of the request by the Employer.
- b. Employer will decide on one name out of the panel as the second Arbitrator. VC/BBKDA shall appoint the two Arbitrators, including the one Arbitrator for whom consent was given by the Consultant, within 30 days from the receipt of the consent for one name of the Arbitrator from the Consultant. In case the Consultant fails to give his consent within 30 days of dispatch of the request of the Employer, then VC/BBKDA shall nominate both the Arbitrators from the panel.
- c. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties out of the panel of five Arbitrators or from the larger panel of Arbitrators to be provided to them by Employer on the request of two appointed Arbitrators (if so required) who shall act as the Presiding Arbitrator. In case of failure of the two appointed Arbitrators to reach upon consensus for the third Arbitrator within a period of 30 days from their appointment, then,

upon the request of either the Consultant or Employer or both, the Presiding Arbitrator shall be appointed by the VC/BBKDA, Baghpat.

- d. If an Arbitrator appointed as above refuses to act as Arbitrator or withdraws from his office as Arbitrator, or is unable or unwilling to perform his functions as Arbitrator for any reason or the office falls vacant due to death or in the opinion of the VC/BBKDA fails to act without undue delay, the VC/BBKDA shall appoint new Arbitrator to act in his place except in case of new Presiding Arbitrator, who shall be chosen following the same procedure as mentioned in para (ii)(c) above. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).
- e. The Employer at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also provide information with regard to the qualifications of the said Arbitrators nominated in the panel along with their professional experience, phone nos. and addresses to the Consultant.

58.9.3 Qualification and Experience of Arbitrators

The Arbitrators appointed under sub-clause 58.9.2 shall have qualifications and experience, as under:

- iii. Arbitrator shall be:
 - a. A Serving/ Retired Officer (not below Chief Engineer level with which BBKDA has no business relationship) of any discipline of Engineering or Accounts / Finance department, having experience in Contract Management of Construction Contracts; or
 - b. A Retired Officer (retired not below the SAG level in Indian Railways) of any Engineering Services of Indian Railways or Indian Railway Accounts Service, having experience in Contract Management of Construction Contracts; or a Retired Officer who should have retired more than 3 years prior to the date of appointment as Arbitrator (retired not below Chief Engineer in BBKDA or a PSU with which BBKDA has no business relationship) of any Engineering discipline or Accounts / Finance department, having experience in Contract Management of Construction Contracts or retired judge of any High Court or the Supreme Court of India or reputed Chartered Accountant & should be member of ICAI, New Delhi.
 - c. No person other than the persons appointed as per above procedure and having above qualification and experience shall act as Arbitrator

58.9.4

Any new claim shall not be added during proceedings by the either party, provided a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

58.9.5

Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the Engineer for the purpose of obtaining his decision. No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute referred to arbitrator/s. Neither party shall be limited in the proceedings before such arbitrators to the evidence nor did arguments previously put before during settlement through Conciliation proceedings.

58.9.6

It is agreed to by the Parties to the contract that in the case where Arbitration Tribunal consists of sole Arbitrator, their disputes shall be resolved by fast-track procedure specified in sub-section (3) of section 29B of the Arbitration and Conciliation Act, 1996 as amended from time to time.

58.9.7

If the Consultants does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Employer/Engineer that the final bill is ready for signature of

the Consultant (s), he/they will be deemed to have waived his/their claim(s) and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims.

58.9.8

Arbitration proceedings shall be held at New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English

58.9.9

The Arbitration Tribunal shall record its day-to-day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements. All arbitration awards shall be in writing and shall state item wise, the sum and detailed reasons upon which it is based. Endeavour shall be made for conduct of Arbitration proceedings within a period of 180 days. Both the Parties should endeavour to adhere to a time schedule for early finalization of award.

58.9.10

The award of the sole Arbitrator or the award by majority of three Arbitrators, as the case may be, shall be binding on all parties. Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the opinion of the Presiding Arbitrator shall prevail.

58.9.11

A party may apply for correction of any typographical or computational errors or any other error of similar nature occurring in the award of a tribunal and interpretation of specific point of award to tribunal within 60 days of the receipt of award.

58.9.12

A party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

57.10 Interest on Arbitrator Award

Where the arbitral award is for the payment of money, no interest shall be payable in the whole or in any part of the money for any period, till the date on which the award is made.

57.11 Cost of Arbitration

The fees and other charges of the Arbitrators shall be as per the scales fixed by the Employer from time to time irrespective of the fact whether the Arbitrator(s) is /are appointed by the Employer or by the court of law unless specifically directed by Hon'ble Court otherwise on the matter and shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation will be borne by itself.

57.12 Jurisdiction of Courts

Where recourse to a court is to be made in respect of any matter, the court at Baghpat shall have the exclusive jurisdiction to try all disputes between the parties.

58.13. Suspension of work on account of Arbitration

- i. The ongoing work of the project shall in no case be interrupted or stopped in view of making reference for conciliation/arbitration or its commencement.
- ii. The obligations of the Employer, Engineer and the Consultant shall not be altered by reasons of arbitration being conducted during the progress of the Works.

Neither party shall be entitled to suspend the work or part of the work to which the dispute relates on account of arbitration and payments to the Consultant shall continue to be made in terms of the Contract

SECTION VI: Part B - Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC

S. No.	GCC Clause	SCC Description
1	1 (a) Project	RFP for “ Consultancy services for preparation of Zonal Development Plan for Cluster – 2 in Baghpat-Baraut-Khekra ” Master Plan 2031
2	1(i) Engineer	To be nominated by the Employer
3	1 (l) Time for completion	280 days from the effective date
4	1 (n) Effective Date	Date of issue of Letter of Acceptance (LOA) by the Employer or the date mentioned in the LOA, whichever is later.
5	4 Information	Information shall be provided at the earliest. However, reasonable time shall not be more than 07 (seven) working days after consultant made the request.
6	5 Decisions	Decisions shall be provided at the earliest. However, reasonable time shall not be more than 07 (seven) working days after consultant made the request.
7	8 Commencement and completion	The services shall be commenced by the Consultant on the date of issue of Letter of Acceptance (LOA) or the date stipulated in LOA whichever is later. The works shall be completed within a period of 294 days from the date of issue of Letter of Acceptance (LOA) or the date stipulated in LOA whichever is later.
8	8.3 Issue of completion certificate	60 days from the date of completion of services as certified by the Employer
9	9 Notices	Notices shall be delivered for the employer. Town Planner Baghpat-Baraut-Khekra Development Authority, Collectorate Compound, Delhi Road, Distt Baghpat, Uttar Pradesh- 250609 Email – bbkdabaghpato1@gmail.com
10	18 Liability of Consultant	Equal to the contract value as stated in the Letter of Acceptance issued by the Employer to the Consultant
11	21 Duration of Professional Liability	Duration of Liability shall be a period of 12 months reckoned from the date of completion of services, as certified by the Employer.
12	22 Changes in Legislation	The accepted contract value shall be adjusted to take into account any increase or decrease in cost after the date of submission of tender from: a) a change in the Laws of India including introduction of new laws and repeal or modification of existing laws; or b) in the judicial or official governmental interpretation of such laws; or c) the commencement of any Indian law which has not entered into effect until the date of submission of tender; or d) any change in the rates of any of the taxes that have direct effect on the contract. If as a result of change in law, interpretation or rates of taxes, the consultant benefits from any reduction in cost for the execution of the contract, save and except as expressly provided for in this clause or in accordance with the provisions of the contract, the consultant shall within 28 days from the date he becomes reasonably aware of such reduction in cost, notify the employer of such reduction in cost.
13	28.1 Penalty for non-deployment of key persons as per the request of consultant	The deployment schedule shall be submitted by consultant in advance of each month. A Penalty of amount equal to 1% of the total contract value or revised contract value per month per key expert shall be imposed on pro rata basis for non-deployment of key expert as per the

		<p>agreed deployment schedule.</p> <p>Penalty for other Key Experts: - A Penalty of amount equal to 0.5% of the total contract value or revised contract value per month per key expert shall be imposed on pro rata basis for non-deployment of key expert as per the agreed deployment schedule.</p> <p>Substitution shall be limited to once for each category (excluding Team Leader) for whole contract period, with equally or better person/expert than the replaced one. In case, substitution of key persons (excluding Team Leader) occurs more than once, than such substitution attract penalty as stated below.</p> <p>Lumpsum amount equal to 0.5% of the total contract value or revised contract value for the replacement of Team Leader.</p> <p>Lumpsum amount equal to 0.25% of the total contract value or revised contract value per key person, for other key persons.</p> <p>In case of absence of Team leader during any scheduled meeting for any non-justifiable reason to the satisfaction of BBKDA, a penalty of Rs 25,000/- per meeting shall be made. In case of absence of Key Expert during any Scheduled meeting for any non-justifiable reason to the satisfaction of BBKDA a penalty of Rs.10,000/- per meeting shall be made.</p>
14	36 Payment to the consultant and Payment Schedule	<p>The accepted contract value includes all the services as stipulated in the bid documents during the contract period/ extended contract period whichever is later including all taxes [except Goods and Service Tax (GST)] and duties shall cover all costs incurred by the Consultant for performing the stipulated Services.</p> <p>This shall not only include salaries, overheads and non-salary expenses, all allowance for contingencies, fees, and profits, but all other costs and expenses incurred in conducting the requirements of the Services, and the taxes duties, fees, and other impositions under the Applicable Laws. These costs shall include all costs for Subconsultants, all other staff and any other professional fees or services incurred by the Consultant. The accepted contract value shall also include all costs, office expenses, travel charges, expenses and allowance paid to or on behalf of expatriate staff working in their own country or in India.</p> <p>Refer Enclosed APPENDIX-II to Section 6, SCC for Payment Schedule.</p>
15	46.1 Contract Key Dates	Refer Enclosed Appendix- I to Section 6, SCC
16	46 Liquidated damages	<p>For S. No 1 to 7 of Appendix- I to SCC 'Key Dates', The Liquidated Damages shall be charged at a rate of 0.05% per week of delay on pro rata basis calculated on total contract value or revised contract value. (Period of delay shall be reckoned from Key Date)</p> <p>The maximum limit of Liquidated Damages shall be 10% of the total contract value or revised contract value as notified by the employer to the Consultant.</p>

KEY DATES

The key dates are defined for the major critical tasks to be conducted by consultant based on the Stage Payments for each item of payment Schedule (APPENDIX II) of SCC (Section VI) of the bid document, as approved and accepted by BBKDA.

Detailed Work plan is to be submitted by the Consultant to the Employer within a week of the Effective Date. (with schedule for meetings, review, approval, and submission)

The Consultant shall deliver the “Deliverables,” as mentioned in the table below, during this Consultancy. Each Deliverable shall include drawing (GIS files, PDF, hard copies on suitable scale), report, presentations, photographs & 3D views, GIS model as mentioned in the format column below. The deliverables shall be so drafted that they could be given to the prospective Developer Entity / concerned agencies, area improvement projects and conducting various development activities.

*as defined in Schedule-II of Scope of Work

Stage	Deliverables	Format	Activity completion date in days (where 'D' is effective date as mentioned in LOA)	Liquidated damage to be imposed, if yes
1. Inception stage	Submission & approval of Inception report (Inception report will layout the detailed methodology, work plan, logistics, etc. and how the consultant proposes to carry out the tasks laid out along with the deliverables within the stipulated timelines)	<ul style="list-style-type: none"> • Presentation to development authority and transit agency • 2 printed copies of report + presentation • 2 digital copies of report + presentation (in DVD/USB) 	D+4 weeks	Yes, as per subclause 46 of GCC
2. Surveys and studies stage	Submission & approval of report on existing studies and data (Detailing all surveys, studies and analysis conducted under task 1, findings, and observations thereof)	<ul style="list-style-type: none"> • Presentation to development authority and transit agency • 6 printed copies of the Base Map (in appropriate scale) • 2 printed copies of report and maps (in appropriate scale) + presentation • 2 digital copies of report and maps (in GIS format) + Presentation (in DVD/USB) 	D+10 weeks	Yes, as per subclause 46 of GCC
3. Demand assessment and visioning stage	Submission & approval of report on demand assessment, visioning and strategy (Detailing all studies, assessments, workshops, and analysis conducted,	<ul style="list-style-type: none"> • Presentation to development authority and transit agency • 2 printed copies of report and maps (in appropriate scale) + presentation • Two digital copies of report and maps (in GIS 	D+16 weeks	Yes, as per subclause 46 of GCC

	including vision, estimations, and proposals under task 2)	format) + Presentation – in DVD/USB		
4. Conceptual plans and proposals stage	Submission & approval of report on infrastructure creation, augmentation within zones & conceptual zonal plans (Detailing all proposals and concepts as given under Task 3)	<ul style="list-style-type: none"> • Presentation to development authority and transit agency • 2 printed copies of Report and maps (in appropriate scale) + Presentation • 2 digital copies of Report and maps (in GIS format) + Presentation – in DVD/USB 	D+22 weeks	Yes, as per subclause 46 of GCC
5. Draft zonal development plans Stage I	Submission & approval of draft land use plan and Zonal development plan report; Draft byelaws and development control norms (Draft land use plans, other maps and plans, draft zonal development plan report, report on byelaws and development control norms as required under task 4, for approval of transit agency, development authority, and public consultations thereafter)	<ul style="list-style-type: none"> • Presentation to development authority and transit agency • 8 printed copies of draft land use plan and other key circulation and infrastructure proposals maps (convertible scale printed in A0 sheets) + other relevant maps (in appropriate scale) + all reports including draft byelaws and development control norms + presentation. • 8 Digital copies of draft land use plan and other key circulation and infrastructure proposals maps (in GIS format) + other relevant maps (in GIS format) + all reports including draft byelaws and development control norms + presentation – in CD/USB 	D+32 weeks	Yes, as per subclause 46 of GCC
6. Draft zonal development plans stage-II	Submission & approval of draft land use plan and zonal development plan report. Draft byelaws and development control norms (Draft land use plans, other maps and plans, draft zonal development plan report, report on byelaws and development control norms for incorporating	<ul style="list-style-type: none"> • Presentation to development authority and transit agency • 8 printed copies of draft land use plan and other key circulation and infrastructure proposals maps (convertible scale printed in A0 sheets) + other relevant maps (in appropriate scale) + all reports including draft byelaws and development control norms + presentation 	D+42 weeks	Yes, as per subclause 46 of GCC

	relevant suggestions, objections and feedback received from public, approval by transit agency, development authority and onward submission to State Government)	<ul style="list-style-type: none"> • 4 Digital copies of draft land use plan and other key circulation and infrastructure proposals maps (in GIS format) + other relevant maps (in GIS format) + all reports including draft byelaws and development control norms + presentation – in CD/USB 		
7. Plan approval and final submission	Submission of Final Land Use Plan and Zonal Development Plan Report: Final Byelaws and Development Control Norms, as approved by the State Government	<ul style="list-style-type: none"> • Presentation to development authority and transit agency • 4 Printed copies of final land use plan and other key circulation and infrastructure proposals maps (convertible scale printed in A0 sheets) + other relevant maps (in appropriate scale) + all reports including final byelaws and development control norms + presentation • 4 Digital copies of final land use plan and other key circulation and infrastructure proposals maps (in GIS format) + other relevant maps (in GIS format) + all reports including final byelaws and development control norms • + presentation – in CD/USB 	D+52 weeks	Yes, as per subclause 46 of GCC

1. Total time of the completion of the consultancy work is 52 weeks (365 days) excluding the time of the final approval from the State Government
2. The Employer shall endeavour to provide approval / comments to the Consultant's submissions for each of the milestones at the earliest and not exceeding 10 days from the date of the submission provided the submission by the Consultant is complete in all respects
3. Consultant shall obtain the in-principal approval from the concerned department within the above-mentioned time period for each stage. However, final Approval of the reports (submitted by the consultant) by the competent authority at various stages may take considerable time which shall not be counted in the period of days mentioned in the above table.

Appendix 2
Payment Schedule

Stage	Milestone achieved	Percentage of fee of lumpsum cost quoted in Sl. no. 1 of BOQ	Cumulative payment
1. Inception stage	Submission & approval of inception report (Inception Report will layout the detailed methodology, work plan, logistics, etc. and how the consultant proposes to carry out the tasks laid out along with the deliverables within the stipulated timelines)	<ul style="list-style-type: none"> • Presentation to development authority • 2 printed copies of report + presentation • 2 digital copies of report + presentation – in CD/USB 	10.00 % 10.00 %
2. Surveys and studies stage	Submission & approval of report on existing studies and data (Detailing all surveys, studies and analysis conducted under Task 1, findings and observations thereof)	<ul style="list-style-type: none"> • Presentation to development authority • 6 printed copies of the base map for zones (in appropriate scale) • 2 printed copies of report and maps (in appropriate scale) + presentation • 2 digital copies of report and maps (in GIS format) + presentation (in CD/USB) 	10.00 % 20.00 %
3. Demand assessment and visioning stage	Submission & approval of report on demand assessment, visioning and strategy (Detailing all studies, assessments, workshops, and analysis conducted, including vision, estimations and proposals under Task 2)	<ul style="list-style-type: none"> • Presentation to development authority • 2 printed copies of report and maps (in appropriate scale) + presentation • Two digital copies of report and maps (in GIS format) + presentation – in CD/USB 	10.00 % 30.00 %
4. Conceptual plans and proposals stage	Submission & approval of report on infrastructure creation, augmentation within zones & conceptual zonal plans	<ul style="list-style-type: none"> • Presentation to development authority • 2 printed copies of report and maps (in appropriate scale) + presentation • 2 digital copies of report and maps (in GIS 	15.00 % 30.00 %

	(Detailing all proposals and concepts as given under Task 3)	format) + Presentation – in DVD/USB		
5. Draft Zonal Development Plans Stage-I	Submission & approval of draft land use plan and zonal development plan report; draft byelaws and development control norms (Draft land use plans, other maps and plans, draft zonal development plan report, report on byelaws and development control norms for zones as required under Task 4, for approval of transit agency, development authority, and public consultations thereafter)	<ul style="list-style-type: none"> • Presentation to development authority • 8 printed copies of draft land use plan and other key circulation and infrastructure proposals maps (convertible scale printed in A0 sheets) + other relevant maps (in appropriate scale) + all reports including draft byelaws and development control norms + presentation. • 8 Digital copies of draft land use plan and other key circulation and infrastructure proposals maps (in GIS format) + other relevant maps (in GIS format) + all reports including draft byelaws and development control norms + presentation – in CD/USB 	15.00 %	60.00%
6. Draft Zonal Development Plans Stage-II	Submission & approval of draft land use plan and zonal development plan report; draft byelaws and development control norms (Draft land use plans, other maps and plans, draft zonal development plan report, report on byelaws and development control norms for zones incorporating relevant suggestions, objections and feedback received from general public,	<ul style="list-style-type: none"> • Presentation to development authority and transit agency • 8 printed copies of draft land use plan and other key circulation and infrastructure proposals maps (convertible scale printed in A0 sheets) + other relevant maps (in appropriate scale) + all reports including draft byelaws and development control norms + presentation 4 Digital copies of draft land use plan and other key circulation and infrastructure proposals 	20.00%	80.00%

	approval by transit agency, development authority and onward submission to State Government)	maps (in GIS format) + other relevant maps (in GIS format) + all reports including draft byelaws and development control norms + presentation – in CD/USB		
7. Plan approval and final submission	Submission of Final Land Use Plan and Zonal Development Plan Report; Final Byelaws and Development Control Norms, as approved by the State Government	<ul style="list-style-type: none"> • Presentation to development authority and transit agency • 4 Printed copies of final land use plan and other key circulation and infrastructure proposals maps (convertible scale printed in A0 sheets) + other relevant maps (in appropriate scale) + all reports including final byelaws and development control norms + presentation • 4 Digital copies of final land use plan and other key circulation and infrastructure proposals maps (in GIS format) + other relevant maps (in GIS format) + all reports including final byelaws and development control norms + presentation – in CD/USB 	20.00 %	100.00 %

Note:

1. Payment for S. No. 1 to 6 above shall be released by 70% on submission of documents as per checklist specified in the table (deliverables and format) and rest 30% payment shall be released on approval from BBKDA
2. Payment for S. No. 7 shall be released once the Zonal Development Plan document(s) are approved by the State Government, under provisions of the Uttar Pradesh Planning & Development Act 1973.

SECTION VII: Contract Agreement

CONTRACT AGREEMENT

(To be executed in presence of Public Notary on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act.)

THIS AGREEMENT made on the [date] day of [month], [year], between Baghpat-Baraut-Khekra Development Authority (hereinafter “the Employer”), of the one part, and [name of the consultant] (hereinafter “the Consultant”), of the other part:

WHEREAS the employer desires that the works known as ((Bid No. and name of work)), should be executed by the consultant, and has accepted a bid by the consultant for the execution and completion of these works and the remedying of any defects therein.

The Employer and the consultant agree as follows:

1. In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement. This agreement shall prevail over all other contract documents

- a. Contract agreement,
- b. Letter of acceptance,
- c. Performance security
- d. Letter of technical bid,
- e. Price bid,
- f. Addendum /Corrigendum no's [insert addenda/corrigenda numbers if any] and replies to Prebid queries
- g. Special conditions of contract,
- h. General conditions of contract,
- i. Technical bid of the bidder including replies to post bid queries, if any.
- j. Invitation for bid, instructions to bidder, bid data sheet, evaluation and qualification criteria and bidding forms.
- k. Any other document

3. In consideration of the payments to be made by the employer to the consultant as indicated in this agreement, the consultant hereby covenants with the employer to execute the works and to remedy defects therein in conformity in all respects with the provisions of the contract.

4. The employer hereby covenants to pay the consultant in consideration of the execution and completion of the Works and the remedying of defects therein, the contract price..... (or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

5. This agreement is signed between for and on behalf of the employer and, authorized signatory for and behalf of the consultant. The other documents forming part of contract agreement mentioned in the para 2 above shall be signed by for and on behalf of the employer and authorized signatory for and behalf of the consultant.

IN WITNESS whereof the parties hereto have caused this agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed by

Signed by

.....

For and on behalf of the employer in the presence of

Witness

Name

Signature

Address

Date

For and on behalf of the consultant in the presence of

Name

Signature

Address

Date

SECTION VIII: SECURITIES AND OTHER FORMS

Form 1: Proposal Form (Covering Letter)

(To be submitted as part of Technical Proposal, along with supporting documents, if any) (on Consultant's Letterhead) (Strike out alternative phrases not relevant to you)

Consultant's Name _____

[Address and Contact Details]

Consultant's Reference No. _____ Date _____

To

The Town Planner

Baghpat-Baraut-Khekra Development Authority

Collectorate Compound,

Delhi Road, Distt Baghpat, Uttar Pradesh- 250609

Ref: RFP No./ ; Appointment of Consultants for the Preparation of Zonal Development Plan for Cluster – 2 in Baghpat-Baraut-Khekra

Sir/ Madam

1. We, the undersigned, offer to provide consulting services in accordance with your above-referenced Request for Proposals (RFP) and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a separately uploaded Financial Proposal. Commercial information about our organisation is enclosed in Form T-1A.

We are submitting our Proposal without any Sub-consultants or JV.

2) Our Eligibility and Qualifications to participate

a) We confirm that we continue to comply with all the eligibility (including the absence of conflict of interest and debarment) and qualification criteria stipulated in the preceding shortlisting process (EOI Document mentioned in TIS), based on which we were shortlisted for participation in this RFP process.

We shall be dutybound to proactively inform you of any change in our compliance with these criteria as soon as it occurs.

b) We confirm that we don't have any Conflict of Interest as stipulated in this RFP. We shall be dutybound to proactively inform you of any change in our compliance with Conflict-of-Interest stipulations as soon as it occurs.

3) Our Proposal to deliver Services:

We offer to deliver the subject Services of requisite Performance Standards and within Delivery Schedules in conformity with the RFP Document. The relevant details are submitted in 'Form 3: Consultant's Organisation and Experience, Form 4: Work Schedule and Planning of Deliverables'.

4) Prices:

We hereby offer to perform the Services at our lowest prices and rates mentioned in the separately uploaded Financial Proposal. It is hereby confirmed that the prices quoted therein by us are:

(a) Based on the terms of delivery and delivery schedule confirmed by us; and

(b) Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/ Works/Services considered necessary to make the proposal self-contained and complete, has been indicated therein, and

(c) based on the terms and mode of payment as stipulated in the RFP Document. We have understood that if we quote any deviation from the terms and mode of payment, our Proposal is liable to be rejected as nonresponsive, and (d) have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other Consultant or competitor relating to:

i) those prices; or

ii) the intention to submit an offer; or

iii) the methods or factors used to calculate the prices offered.

(e) Have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other Consultant or competitor before the Proposal opening unless otherwise required by law.

5) We declare regarding commissions or fees paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of this Contract, that:

.. No such commissions or gratuities or fees have been paid are to be paid by us to any third party

Or

“ We have paid/ are due to pay the following commissions/ gratuities/ fees:

----- (indicate the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.)

6) No change in the Key Experts

Except as stated in the RFP Document, we undertake to negotiate a Contract based on the proposed Key Experts. We accept that substituting Key Experts for reasons other than those stated in ITC-Clause 12.3 may lead to the termination of contract negotiations.

7) Affirmation of terms and conditions of the RFP Document:

We have understood the complete terms and conditions of the RFP Document. We accept and comply with these terms and conditions without reservations, although we are not signing and submitting some of the RFP document's sections. Deviations, if any, are submitted by us in Form T-7: 'Terms and Conditions - Compliance'. We also explicitly confirm acceptance of the Arbitration Agreement as given in the RFP Document.

8) Bid Security: We have submitted the Bid Security as

a) Earnest Money Deposit (EMD) for the amount of Rs. _____
(Rupees.....) valid upto _____ in favour of

..... in the form of Insurance Surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's cheque/ Payment online/ Bank Guarantee in Form T-9A, with reference number _____ dated _____, issued by _____ as per the RFP Documents or

b) Bid Securing Declaration (BSD, in lieu of Bid Security, if permitted in TIS) in stipulated format vide Form T-9B.

9) Abiding by the Proposal's Validity

We agree to keep our Proposal valid for acceptance for a period upto _____, as required in the RFP Document, or for a subsequently extended period, if any, agreed to by us, and are aware of penalties in this regard stipulated in the RFP Document in case we fail to do so.

10) Non-tempering of Downloaded RFP Documents and Uploaded Scanned Copies We confirm that we have not changed/ edited the contents of the downloaded RFP Document. We realise that any change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the RFP Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded during the shortlisting process and this RFP are valid, true, and correct to the best of our knowledge and belief. We shall be responsible if any dispute arises regarding the validity and truthfulness of such documents/ affidavits/ undertakings. We undertake to submit for scrutiny, on-demand by the Procuring Entity, originals and self-certified copies of all such certificates, documents, affidavits/ undertakings.

11) A Binding Contract:

We further confirm that if our proposal is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that until a formal contract is signed or issued, this Proposal and your written Letter of Award shall constitute a binding contract between us.

12) Performance Guarantee and Signing the contract

We further confirm that if our proposal is accepted, we shall provide you with performance security of the required amount stipulated in the RFP Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or execute the agreement, the Procuring Entity has the right to avail of any or all punitive actions stipulated in the RFP Document.

13) Penalties for misinterpretation or misrepresentation:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any misinterpretation or misrepresentation would violate the Code of Integrity and attract penalties, as this RFP Document mentions.

14) Consultant's Authorized Signatory:

a) Full Name: _____

b) Designation: _____

c) Signing as:

A sole proprietorship firm. The person signing the Proposal is the sole proprietor/ constituted attorney of the sole proprietor,

A partnership firm. The person signing the Proposal is duly authorised being a partner to do so under the partnership agreement or the general power of attorney,

A company. The person signing the Proposal is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by the Memorandum of Association.

A Society. The person signing the Proposal is the constituted attorney.

We confirm that we are duly authorized to submit this Proposal and make commitments on behalf of the Consultant. We acknowledge that our digital/digitized signature is valid and legally binding. Supporting documents are submitted herewith.

Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

15) Rights of the Procuring Entity to Reject Proposal(s):

We further understand that you are not bound to accept the lowest or any Proposal you may receive against your above-referred RFP Document.

.....
(Signature with date)

.....
(Name and designation)
Duly authorized to sign Proposal for and on behalf of
[name, address, and seal of Consultant]

Form 2: Consultant's Commercial Information

Note: Consultant shall fill in the following information and enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1. Consultant particulars:

- a) Name of the Consultant:.....
- b) Corporate Identity No. (CIN):
- c) Registration, if any, with The Procuring Entity:
- d) Place of Registration/ Principal place of business"
- e) Complete Postal Address:
- f) Pin code/ ZIP code:
- g) Telephone nos. (with country/ area codes):
- h) Mobile Nos.: (with country/ area codes):
- i) Contact persons/ Designation:
- j) Email IDs:

Submit a self-certified copy of the registration certificate – in case of a partnership firm – Deed of Partnership; in case of a Company – Notarized and certified copy of its Registration; and in case of Society – its Byelaws and registration certificate of the firm.

All these documents should be Notarized.

2. Taxation:

- a) PAN number:
- b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual
- c) Taxable Person, SEZ, etc.):
- d) GSTIN number: in Consultant and Service Site
- e) States
- f) Registered/ Certified Offices from where the Services would be supported and
- g) Place of Service Site for GST Purpose:
- h) Contact Names, Nos. & email IDs for GST matters (Please mention primary and
- i) secondary contacts):
- j) Comments on Tax liability and the breakup of CGST, SGST, IGST and Cess in
- k) this assignment:

Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.

3. Trade Registrations and Licences

We have the following registrations/ licences required for the performance of this Service (tick as applicable). Authenticated copies of these are enclosed herewith:

- EPF
- ESI
- Labour Licence
- Any other required -----.

4. Consultant's Authorized Representative Information

Name:

Address:

Telephone/ Mobile numbers:

Email Address:

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal for and on behalf of

[name, address and seal of Consultant]

DA: As above

Form 3: Consultant's Organisation and Experience

(Ref ITC-clause 9.2)

(To be submitted as part of Technical Proposal)

(on Consultant's Letter-head)

(Along with supporting documents, if any)

Consultant's Name _____

[Address and Contact Details]

Consultant's Reference No. _____ Date.....

RFP Document No. RFP No./ _____ ; Appointment of Consultants for the Preparation of Zonal Development Plan for Cluster – 2 in Baghpat-Baraut-Khekra

Form-2: Please fill out this form to briefly describe the Consultant's organization and outline the recent consultant experience most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner.

For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in the form of a joint venture or a Sub-consultant, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide a brief description of the background and organization of your organisation and – in case of a joint venture – of each member for this assignment.
2. Include an organisational chart, a list of the Board of Directors (if applicable), and beneficial ownership. [If required as per RFP, the successful Consultant shall provide additional information on beneficial ownership.]

B - Consultant's Experience

1. List only previous similar assignments completed in the last 10 years.
2. List only those assignments for which the Consultant was legally contracted by the client directly or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant or that of the Consultant's partners or Sub-consultants - but can be claimed in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references, as requested by the Procuring Entity.
3. You can devise your own format, but the suggested information is as follows
Assignment name; Client Name; Sector(s) Involved; Level: National/ State/ Local Government Institutions; Place (Village/ City/ State/ Country); Start date (month/year); Completion date (month/year); Designations/ roles of professional staff provided by you; Approx. Value of the contract (in Rs Crore); Approx. Value of the services provided by your firm under the Contract (in Rs crore); Total no. of staff-months of the assignment;
No. Staff-months of professionals provided by you; Narrative description of the project:

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal for and on behalf of

[name, address, and seal of Consultant]

DA: As above

Form 4: Work Schedule and Planning for Deliverables

(To be submitted as part of Technical Proposal) (on Consultant's Letterhead) **RFP Document No. RFP No./** _____ ; **Appointment of Consultants for the Preparation of Zonal Development Plan for Cluster – 2 in Baghpat-Baraut-Khekra**

Consultant's Name _____

[Address and Contact Details]

Consultant's Reference No. _____ Date.....

{Please outline the Plan for implementing the main activities/ tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of the deliverables. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the ToR, any challenges likely to be encountered during the programmatic implementation, the mitigations proposed and the ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

No.	Deliverables (D-n)	Months/ Quarters												
		1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
D-1	{e.g., Deliverable #1: Interim Report}													
	1) data collection													
	2) drafting and submission of a draft report													
	3) Meeting to discuss the draft													
	4) incorporating comments from Procuring Entity													
	5) delivery of the final report to Procuring Entity}													
D-2	{e.g., Deliverable #2: Interim Report}													
D-3	Specific Reports													
D-Final	Final Report													

3 NOTE: The final deliverables and work plan shall be worked out in consultation with the selected consultant based on programmatic requirements.

4 List the deliverables with the breakdown for activities required to produce them and other milestones such as the Procuring Entity's approvals.

For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

5 Duration of activities shall be indicated in a form of a bar chart. Include a legend, if necessary, to help read the chart.

Form 5: Integrity Pact

(To be signed on Plain Paper) (To be submitted as part of Technical Proposal)

RFP Document No. RFP No./ ; **Appointment of Consultants for the Preparation of Zonal Development Plan for Cluster – 2 in Baghpat-Baraut-Khekra**

This Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ____ 202__ at _____, India.

BETWEEN

Procuring Organisation, ----- through Head of the Procuring Organisation, for and on behalf of President of India (hereinafter called the “The Principal”, which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/s. _____ (hereinafter called the “The Consultant”, which expression shall mean and include unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

‘The Principal’ intends to award, under laid down organizational procedures, contract/ s for _____, ‘The Principal’ values full compliance with all relevant laws of the land, rules, regulations, economical use of resources and fairness/ transparency in its relations with its Consultant(s) and/ or Consultant(s).

In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the Procurement Process and the execution of the contract for compliance with the abovementioned principles.

Section 1 - Commitments of the ‘The Principal’

(1) ‘The Principal’ commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a. No employee of the Principal, personally or through family members, shall, in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal shall, during the Procurement Process, treat all Consultant(s) with equity and reason. The Principal shall, in particular, before and during the Procurement Process, provide to all Consultant(s) the same information and shall not provide to any Consultant(s) confidential/ additional information through which the Consultant(s) could obtain an advantage in relation to the Procurement Process or the contract execution.
- c. The Principal shall exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition, can initiate disciplinary actions.

Section 2 - Commitments of the ‘Consultant’

(1) The ‘Consultant’ commits themselves to take all measures necessary to prevent corruption. The ‘Consultant’ commits themselves to observe the following principles during participation in the Procurement Process and during the contract execution.

- a. The ‘Consultant’ shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal’s employees involved in the Procurement Process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Procurement Process or during the execution of the contract.
- b. The ‘Consultant’ shall not enter any undisclosed agreement or understanding with other Consultants, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of Proposals or any other actions to restrict competitiveness or to introduce cartelisation in the Procurement Process.
- c. The ‘Consultant’ shall not commit any offence under the relevant IPC/ PC Act; further, the ‘Consultant’ shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
- d. The ‘Consultant’ of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Consultant/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details, as mentioned in the

“Guidelines on Indian Agents of Foreign Suppliers”, shall be disclosed by the Consultant. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative must be in Indian Rupees only. A copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed in the Appendix to this agreement.

e. The ‘Consultant’ shall, when presenting their Proposal, disclose any and all payments made, are committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the contract award.

f. Consultant who has signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The ‘Consultant’ shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from Procurement Process and exclusion from future contracts

If the ‘Consultant’, before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the ‘Consultant’ from the Procurement Process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the ‘Consultant’ from the Procurement Process prior to the award according to Section 3, the Principal is entitled to demand and recover from the ‘Consultant’ the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Consultant liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

(1) Consultant declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the Procurement Process.

(2) If the Consultant makes an incorrect statement on this subject, he can be disqualified from the Procurement Process, or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 - Equal treatment of all Consultants/ Contractors/ Subcontractors

(1) In the case of Sub-contracting, the Principal Consultant shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.

(2) The Principal shall enter into agreements with identical conditions as this one with all Consultants and Contractors.

(3) The Principal shall disqualify from the Procurement Process all Consultants who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Consultant(s)/ Consultant(s)/ Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Consultant, Consultant or Subcontractor, or of an employee or a representative or an associate of a Consultant, Consultant or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

(1) The Principal appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat reports to the Head of the Procuring Organisation.

(3) The Consultant(s)/ Consultant(s) accepts that the Monitor has the right to access, without restriction, all Project documentation of the Principal, including that provided by the Consultant. The Consultant shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Consultant(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on ‘Non-Disclosure of Confidential Information’ and of Absence of Conflict of Interest. In case of any

conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organisation and recuse himself/ herself from that case.

(5) The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Consultant. The parties offer the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

(7) The Monitor shall submit a written report to the Head of the Procuring Organisation within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Head of the Procuring Organisation a substantiated suspicion of an offence under the relevant IPC/ PC Act, and the Head of the Procuring Organisation has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Consultant 12 months after the last payment under the contract and for all other Consultants 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the Consultants and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the Procuring Organisation.

Section 10 - Other provisions

(1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.

(2) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.

(3) If the Consultant is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.

(5) Issues like Warranty/ Guarantee etc., shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.

For and on behalf of the Principal

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of 'Consultant.'

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of the Principal

Place

Date

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

**Appendix to Integrity Pact
Guidelines for Indian Agents of Foreign Suppliers**

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with 'The Principal' shall apply for registration in the registration form with the appropriate unit.

1.1 Registered agents shall file an authenticated Photostat copy duly attested by a Notary Public/ Original certificate of the Principal confirming the agency agreement. It should cover - the precise relationship, services to be rendered, and mutual interests in business - generally and/ or specifically for the tender. Any commission/ remuneration/ salary/ retainership, which the agent or associate receives in India or abroad from the Principal, whether should be brought on record in the Agreement and be made explicit.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary, or a retainer, a written declaration to this effect should be submitted by the party (i.e., Principal) before finalizing the order.

2.0 Disclosure of particulars of agents/ representatives in India, if any.

2.1 Consultants of Foreign nationality shall furnish the following details in their offers:

2.1.1 The 'Consultant' of foreign origin shall disclose the name and address of the agents/ representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is an existing Company and details of the same shall be furnished.

2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.

2.1.3 Confirmation of Consultant that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by 'The Principal' in Indian Rupees only.

2.2 Consultants of Indian Nationality shall furnish the following details in their offers:

2.2.1 The 'Consultant' of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal authorizing the agent specifically to make an offer in India in response to tender either directly or through the agents/ representatives.

2.2.2 The amount of commission/ remuneration included in the price (s) quoted by Consultant for himself.

2.2.3 Confirmation of the foreign principals of Consultant that the commission/ remuneration, if any, reserved for Consultant in the quoted price(s), may be paid by 'The Principal' in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Services.

2.3 In either case, in the event of contract materializing, the terms of payment shall provide for payment of the commission/ remuneration, if any, payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in clauses above shall render the concerned Proposal liable to rejection or, in the event of a contract materializing, the same liable to termination by 'The Principal'. Besides this, there would be a penalty of banning business dealings with 'The Principal' or damage or payment of a named sum.

SECTION IX FINANCIAL BID & BILL OF QUANTITIES (BOQ SHEET IN M.S. EXCEL FORMAT SEPARATELY ATTACHED)