

RFP DOCUMENT

Selection of Consultant

**for preparation of Vision & Master Plan, Detailed Layout Plan, Urban
Design Guidelines, Integrated Infrastructure Plan, and Preliminary
Engineering Design**

for

Sector 29, Gurugram, Haryana

Issued by

Haryana Shehri Vikas Pradhikaran (HSVP)

July 2024

(This document is meant for exclusive purposes of submitting the proposal against this RFP document and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued)

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants (interested firms referred to as "Applicants"), whether verbally or in documentary or any other form, by or on behalf of the State Authority (Haryana Shehri Vikas Pradhikaran referred herein as "Authority") or any of its employees or advisors, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Authority to the prospective applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the advisory services. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees, or advisors to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

The Authority also accepts no liability of any nature, whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an applicant or to appoint the selected applicant for the consultancy and the Authority reserve the right to reject all or any of the proposals without assigning any reasons whatsoever.

The applicant shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fee, expenses associated with any demonstration or presentation which may be required by the Authority, or any other cost incurred in connection with or relating to its proposals. All such costs and expenses shall remain with the applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other cost or other expenses incurred by an applicant in preparation or submission of proposal, regardless to the conduct or outcome of the selection process.

TABLE OF CONTENTS

1	LETTER OF INVITATION.....	5
2	INSTRUCTIONS TO APPLICANTS.....	6
3	DATA SHEET.....	19
4	PROJECT BACKGROUND.....	22
5	SCOPE OF WORK.....	23
6	DURATION OF THE PROJECT.....	28
7	DELIVERABLES AND PAYMENT SCHEDULE.....	28
8	KEY PERSONNEL.....	30
9	TERMS AND CONDITIONS.....	33
10	CONDITIONS FOR ELIGIBILITY OF APPLICANTS.....	34
11	EVALUATION AND SELECTION PROCESS.....	36
12	FORMAT / FORMS FOR PROPOSAL.....	40
13	GENERAL CONDITIONS.....	56

1 LETTER OF INVITATION

Ref. No / Tender No:

Dated:

Dear Sir / Madam:

Haryana Shehri Vikas Pradhikaran (HSVP) invites proposals to provide the following consulting services: **“for preparation of Vision & Master Plan, Detailed Layout Plan, Urban Design Guidelines, Integrated Infrastructure Plan, and Preliminary Engineering Design for Sector 29, Gurugram, Haryana”**

Further details of the services requested are provided in the enclosed Scope of Work.

All information contained in this RFP should be treated as commercially confidential and you are requested to limit dissemination on a need-to-know basis.

Please note that while all the information and data regarding this RFP is to the best of Authority’s knowledge accurate within the considerations of scoping the proposed project, the Authority holds no responsibility for the accuracy of this information, and it is the responsibility of the Applicant to check the validity of data included in the document.

Yours sincerely,

CHIEF TOWN PLANNER
HSVP, PANCHKULA

2 INSTRUCTIONS TO APPLICANTS

2.1 Introduction

2.2 **Haryana Shehri Vikas Pradhikaran (“HSVP” or the “State Authority”)** is a planning/developing authority for the state of Haryana and works under the Urban Development department of the state of Haryana.

2.2.1 The Authority has decided for **Preparation of Vision & Conceptual Master Plan, Detailed Layout Plan, Urban Design Guidelines, Integrated Infrastructure Plan, Preliminary Engineering Design for commercial Sector 29, Gurugram, Haryana** as outlined in Section 4 below. In pursuance of the above, the Authority has decided to carry out the process for selection of a Consultant and hence, issues this RFP.

2.2.2 Request for Proposals

The Authority invites proposals (the **“Proposals”**) from interested firms (the **“Applicants”**). The Authority intends to select the aforementioned firm through an open competitive bidding process in accordance with the procedure set out herein. The appointment of the Master planner shall be made via Quality and Cost Based Selection (QCBS) method.

2.2.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal, sending written queries to the Authority, and attending a Pre-bid Conference within the specified date and time.

2.3 Brief description of Selection Process

2.3.1 Detailed description of the objectives, scope of work, deliverables and other requirements relating to this Consultancy are specified in this RFP. The Authority has adopted a single stage, two envelope selection process (collectively the **“Selection Process”**) for evaluating the Proposals comprising Technical and Financial Proposals alongwith details of experience/capacity.

2.3.2 Technical and Financial Proposals of only those Applicants shall be evaluated which meet the minimum Conditions of Eligibility as per Clause 10.

2.3.3 Technical Evaluation will be carried out as specified in Clause 11.1. Thereafter, financial evaluation will be carried out as specified in Clause 11.2. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 11.3. The first ranked Applicant (the **“Selected Applicant”**) shall be called for negotiation, if necessary, while the second ranked Applicant will be kept in reserve.

2.4 Scope of Proposal

- 2.4.1 Detailed description of the objectives, scope of work, deliverables and other requirements relating to this project are specified in this RFP.
- 2.4.2 International firms with extensive experience in designing of Central business districts are welcome to participate in the RFP.
- 2.4.3 The way the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. The Applicants are advised that the selection shall be based on an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process shall be given and that the Authority's decisions are without any right of appeal whatsoever.
- 2.4.4 The Applicant shall submit its Proposal in the form and manner specified in this Section of the RFP. The Technical proposal shall be submitted in the form prescribed and the Financial Proposal shall also be submitted in the form prescribed.
- 2.4.5 **Key Personnel**
RFP requires applicants to detail their key personnel (the "**Key Personnel**" or "**Team**") who shall discharge their respective responsibilities as specified in the RFP.

2.5 Conditions of Eligibility of Applicants

Applicants must carefully read the minimum conditions of eligibility (the "**Conditions of Eligibility**") provided in the RFP. Proposals of only those Applicants who satisfy the Conditions of Eligibility shall be considered for evaluation.

2.6 Cost of Proposal

The Applicants shall be responsible for all the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority etc. The Authority shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.7 Visits and verification of information

Applicants are encouraged to submit their respective Proposals after ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

2.8 Acknowledgement by Applicant

- 2.8.1 It shall be deemed that by submitting the Proposal, the Applicant has:
- a. made a complete and careful examination of the RFP;
 - b. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.5 above;
 - c. satisfied itself about all matters, things and information, including matters referred to in Clause 2.5 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
 - d. acknowledged that it does not have a Conflict of Interest; and
 - e. agreed to be bound by the undertaking provided by it under and in terms hereof.
- 2.8.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.9 Right to reject any or all Proposals

- 2.9.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.
- 2.9.2 Without prejudice to the generality of Clause 2.7.1, Authority reserves the right to reject any Proposal if:
- a. at any time, a material misrepresentation is made or discovered, or
 - b. the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
- 2.9.3 Misrepresentation / improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

2.10 Contents of the RFP

This RFP comprises the Disclaimer set forth herein / above, the contents as listed below and shall additionally include any Addendum / Amendment issued in accordance with Clause 2.10:

Request for Proposal

1. Letter of Invitation
2. Instructions to Applicants
3. Data Sheet
4. Project Background
5. Scope of Work
6. Duration of the Assignment
7. Deliverables and Payment Schedule
8. Key Personnel
9. Terms and Conditions
10. Conditions of Eligibility of Applicants
11. Evaluation and Selection Process
12. Format / forms for technical proposal
 - i. Form 1: Letter of proposal submission
 - ii. Form 2: PoA in favour of authorized signatory
 - iii. Form 3: Applicant organization profile
 - iv. Form 4: Relevant experience format
 - v. Form 5: Financial capacity format
 - vi. Form 6: Description of proposed approach and methodology
 - vii. Form 7: Curriculum vitae (CV) for proposed professional staff
 - viii. Form 8: Information regarding any conflicting activities and declaration thereof
 - ix. Form 9: Current and Past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes
13. General conditions

2.11 Clarifications

2.11.1 Applicants requiring any clarification on the RFP may send their queries to the Authority by e-mail so as to reach before the date mentioned in the Data sheet / RFP. The email subject shall clearly bear the following identification:

"Queries concerning RFP for – *"RFP for Selection of Consultant for preparation of Vision & Master Plan, Detailed Layout Plan, Urban Design Guidelines, Integrated Infrastructure Plan, and Preliminary Engineering Design for Sector 29, Gurugram, Haryana"*

2.11.2 The Authority shall endeavor to respond to the queries as per timelines specified in Section 3 of this document. The Authority shall post the reply to all such queries on the official website / tender portal.

2.11.3 The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 2.9 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.12 Amendment of RFP

2.12.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by any Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the official website / e-portal (www.hsvphry.org.in)

2.12.2 The Authority shall upload all documents including any Addendum / Amendment and responses to pre-bid queries on the official website / e-portal (www.hsvphry.org.in)

2.12.3 To afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date (PDD).

2.13 Language

The Proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.14 Format and signing of Proposal

- 2.14.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and completed in all respects.
- 2.14.2 The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. In the case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the “Authorised Representative” or “Authorized Signatory”) as detailed below:
- a. by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - b. by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a company.
- 2.14.3 Applicants should note the PDD, as specified in Data sheet, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material shall be entertained by the Authority, and that evaluation shall be carried out only based on documents received by the closing time of PDD as specified. Applicants shall ordinarily not be asked to provide additional material information or documents after the date of submission, and unsolicited material if submitted shall be summarily rejected.

2.15 Technical Proposal

- 2.15.1 Applicants shall submit the technical proposal in the formats shared for Technical Proposal (the “Technical Proposal”).

Contents of Technical Proposal

- a. Form 1: Letter of proposal submission
- b. Form 2: PoA in favour of authorized signatory
- c. Form 3: Applicant organization profile
- d. Form 4: Relevant experience format
- e. Form 5: Financial capacity format
- f. Form 6: Description of proposed approach and methodology
- g. Form 7: Curriculum vitae (CV) for proposed professional staff
- h. Form 8: Information regarding any conflicting activities and declaration thereof
- i. Form 9: Current and Past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes
- j. Form 10: EMD in form of Bank Guarantee (as per form 10)
- k. Proof of submission of tender fee (payment snippet or payment details)

2.15.2 Submission of Technical Proposal

- a. Applicant shall prepare the Technical Proposal, with all forms and formats as above.
- b. All pages shall be numbered serially, and an index of submissions shall be given.
- c. All pages must be clear and legible.
- d. Applicant shall print the Technical Proposal as above. The Authorized Signatory of the Applicant shall sign and put a company stamp/seal on each page of the Proposal. The Proposal shall then be scanned and converted into a readable PDF file. The scanned Technical Proposal shall be uploaded on the e-portal (www.hsvphry.org.in).

Note – Technical Proposal shall be submitted ONLINE ONLY.

2.15.3 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- a. The proposal is responsive in terms of Clause 2.19;
- b. All forms are submitted in the prescribed formats and signed by the prescribed signatories;
- c. Power of attorney, if applicable, is executed as per Applicable Laws;
- d. CVs of all Key Personnel have been included;
- e. Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down in the RFP;
- f. No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- g. No Key Personnel should have attained the age of 75 years at the time of submitting the proposal.

2.15.4 Failure to comply with the requirements spelled out in this Clause 2.13 shall make the Proposal liable to be rejected.

2.15.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.15.6 Earnest Money Deposit (EMD) / Bid Security

- i. The Bidder shall deposit EMD / Bid Security amounting to the sum and in the form as mentioned in the Data Sheet.
- ii. Any Bid not accompanied by EMD/ Bid Security shall not be summarily accepted by the Authority as non-responsive.
- iii. The EMD/Bid Security of unsuccessful Bidders shall be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days from the bid submission date.
- iv. The Selected Bidder's / Consultant's EMD/ Bid Security shall be returned, without any interest, upon the Consultant signing the Concession Agreement / letter of award (LoA) and furnishing the Performance Security in accordance with the provisions thereof.
- v. The EMD/ Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under this RFP, or otherwise,

if

- a. Bidder submits a non-responsive / incomplete Bid and does not provide supporting documents if asked by the Authority;
- b. Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in the RFP;
- c. Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- d. the Selected Bidder fails within the specified time limit - to furnish the Performance Security within the period prescribed.

2.15.7 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor shall it affect any rights of the Authority there under.

2.15.8 In case it is found during the evaluation or at any time before signing of the LoA or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed either by issue of the LOA, and if the Selected Applicant has already been issued the LOA the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Applicant.

In such an event, the Authority shall forfeit and appropriate the Performance Security, without prejudice to any other right or remedy that may be available to the Authority.

2.16 Financial Proposal

2.16.1 Submission of Financial Proposal

- a. Applicant shall download the Excel for Financial Proposal from e-portal.
- b. Applicant shall fill the Excel and upload the Financial Proposal on e-portal.

Note – Financial Proposal shall be submitted ONLINE ONLY

2.16.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- a. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel, accommodation, airfare, equipment, printing of documents, etc.
- b. The total amount indicated in the Financial Proposal shall be without any conditions attached or subject to any assumption and shall be final and binding.
- c. The Financial Proposal or financial quote shall be exclusive of applicable GST.
- d. The Authority shall make payments to the consultant accounting for applicable GST and deduction of taxes at source as per Applicable Laws.

2.17 Late Proposals

Proposals received by the Authority after the specified time on the Proposal Due Date (PDD) shall not be eligible for consideration.

2.18 Modification/ substitution/ withdrawal of Proposals

2.18.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, any time prior to PDD on the online portal. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the PDD.

2.18.2 Any alteration/modification in the Proposal or additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.19 Performance Security

2.19.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- a. If an Applicant engages in any of the Prohibited Practices specified in Clause Fraud & corrupt practice of this RFP;
- b. If the Applicant is found to have a Conflict of Interest as specified in Clause of conflict of interest; and
- c. If the selected applicant commits a breach of the LoA.

2.20 Opening and Evaluation of Proposals

2.20.1 The received Technical Proposals shall be opened, by the tender opening committee of the Authority, in presence of the Applicants at scheduled date and time, intimated in prior by the Authority.

2.20.2 Prior to evaluation of Proposals, the Authority shall determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- a. The Technical Proposal is received in the form specified in RFP;
- b. It is received by the PDD including any extension thereof;
- c. It is accompanied by the Power of Attorney;
- d. It contains all the information (complete in all respects) as requested in the RFP;
- e. It does not contain any condition or qualification; and
- f. It is not non-responsive in terms hereof.

- 2.20.3 Technical and Financial Capacity of the each of the Applicants shall be ascertained as per the Conditions of Eligibility.
- 2.20.4 Technical Evaluation shall only be done for Applicants meeting Conditions of Eligibility. Proposals from Applicants not meeting the minimum Conditions of Eligibility shall be summarily rejected.
- 2.20.5 Post Technical Evaluation, Financial Proposals shall be opened for Eligible applicants, by the tender opening committee of the Authority, in presence of the Applicants at scheduled date and time, intimated in prior by the Authority.
- 2.20.6 Final selection of Master planner shall be complete post completion of both Technical and Financial Evaluation.
- 2.20.7 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.20.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.21 Clarifications

- 2.21.1 To facilitate the evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.21.2 If an Applicant does not provide clarifications sought under Clause 2.19.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

2.22 Negotiations

- 2.22.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall not be for reducing the price of the Proposal but shall be for re-confirming the obligations of the Master planner under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations.
- 2.22.2 The Authority shall examine the CVs of all other Key Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.23 Award of Consultancy

After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Applicant, and the Selected Applicant shall, within 14 (fourteen) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgment thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest-ranking Applicant may be considered at the sole discretion of the Authority.

2.24 Commencement of Assignment

The selected applicant shall commence the Consultancy within fifteen days of the date issue of LoA, or such other date as may be mutually agreed. If the selected applicant fails to commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the LOA may be automatically terminated.

2.25 Fraud and Corrupt Practices

2.25.1 The Applicants and their respective officers, employees, agents and advisors shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.

2.25.2 Without prejudice to the rights of the Authority under Clause 2.25.1 hereinabove and the rights and remedies which the Authority may have under the LOA, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA, such Applicant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

2.25.3 For the purposes of this Clause, the terms shall have the meaning assigned to them:
a. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with

- the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA, as the case may be, any person in respect of any matter relating to the Project or the LOA, who at any time has been or is a legal, financial or technical Master planner of the Authority in relation to any matter concerning the Project;
- b. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.
 - c. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process.
 - d. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - e. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.26 Conflict of Interest

2.26.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the LoA.

2.26.2 Prohibition of conflicting activities

Neither the Consultant nor the Key Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Project, any business or professional activities which would conflict with the activities assigned to them under this Project; or
- (b) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

2.26.3 Consultant not to benefit from commissions, discounts, etc.

The payment to the Consultant shall constitute the Consultant’s entire payment in connection with this LoA or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this LoA or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that its personnel and agents shall not receive any such additional payment.

2.27 Conviction by a Court of Law

2.27.1 The applicant should submit a Declaration as per format Form 9 regarding any conflicting activities and conviction by Court of Law.

2.28 Indemnity

2.28.1 The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding 1 (one) time the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

2.29 Proprietary data

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

2.30 Pre-bid Conference

2.30.1 A pre-bid conference of the Applicants, if required, shall be convened at the designated date, time and place.

2.30.2 During the course of Pre-bid Conference, the Applicants shall be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

3 DATA SHEET

1.	Name of the Authority: Haryana Shehri Vikas Pradhikaran (HSVP) or any other designated department of the Government of Haryana
2.	Method of Selection: Quality and Cost based Selection (QCBS)
3.	Who Should Respond/ Apply: The Applicant should be a Master planner-cum-Engineering firm having experience as sought in this RFP. The applicant may be a Registered Partnership OR LLP OR Companies, subject to compliance with applicable laws, policies, and guidelines.
4.	Financial proposal to be submitted along with the Technical Proposal: Only online submission
5.	<p>Pre bid conference:</p> <ul style="list-style-type: none"> • Date: 10.07.2024 • Time: 11:30 AM • Venue: HSVP Office Complex, Sector-6, Panchkula-134109 <p>Bidders requiring any clarification on the RFP may send their queries to the Authority in writing by email at ctpshvp4@gmail.com. The Authority shall endeavor to respond to the queries within the period as specified herein. The Authority reserves the right not to respond to any questions or provide any clarifications</p>
6.	Proposal should remain valid for 180 days from the proposal due date
7.	The Applicant is required to include with its Proposal written confirmation of authorization to sign on behalf of the Applicant: Yes (Power of attorney)
8.	JV/Consortium is allowed. * In case of joint venture, all the JV partners should fulfill technical/financial criteria in proportion to atleast 25% of both technical as well as financial parameters of each JV partner.
9.	The Applicant must submit the Proposal as specified in Section 2 – Instructions to the applicant
10.	<p>The tender documents can be downloaded from Govt. tender web site: https://XXXXXXX.gov.in Cost of Tender Documents INR XXXXXX (Indian Rupees XXXXXXXX only) (non-refundable) – to be paid online</p> <p>Bank details are as follows:- Account Name- XXXXXXXXXX TO BE FILLED UP BY ENGINEERING BRANCH Name- XXXXXXXXXX Account Number- XXXXXXXXXX IFSC- XXXXXXXXXX</p> <p>Note- It is mandatory to upload scanned copy of Online Fee Payment Receipt.</p>
11.	Earnest Money Deposit (EMD) of INR 1000000/- (Indian Rupees Ten Lacs Only) in the form of a Bank Guarantee from any Scheduled Bank in favour of Chief Administrator, HSVP, Panchkula. EMD shall be remain valid up to 12 months form PDD. Format of EMD shall be as per form given in Annexure.

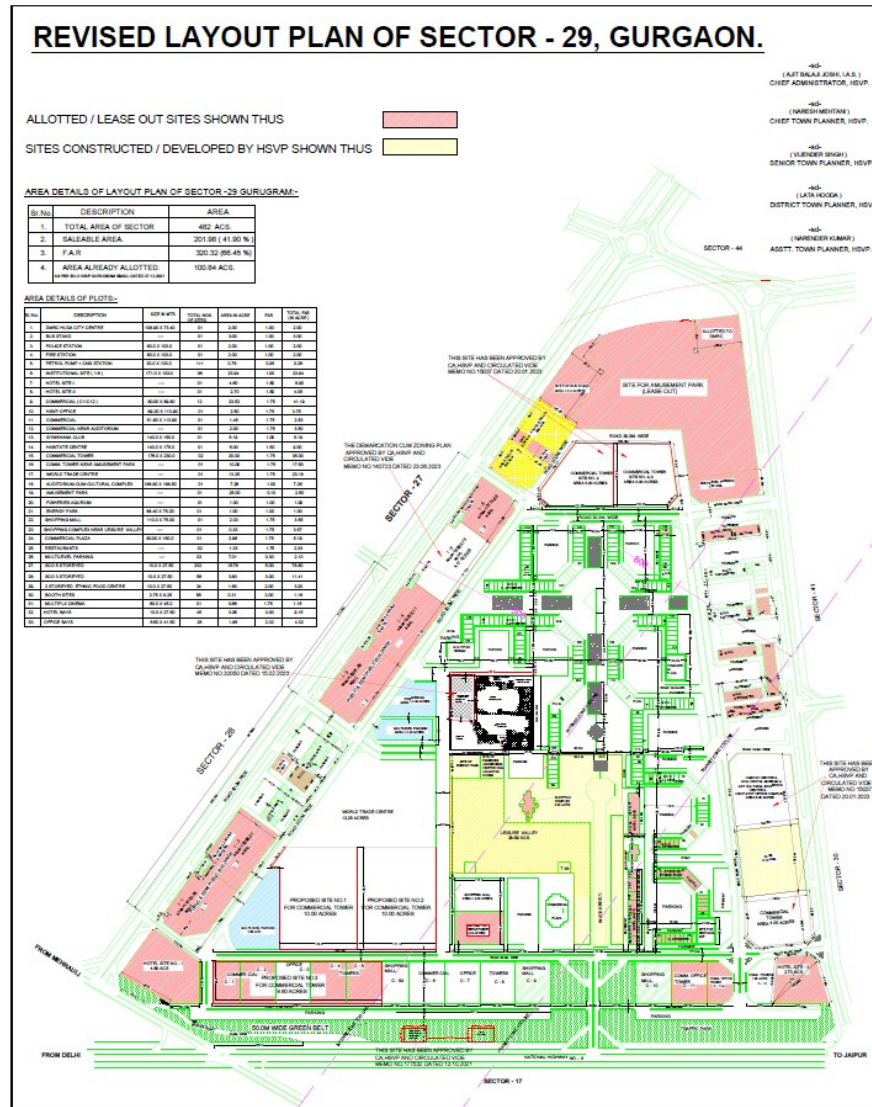
12.	<p>Proposals must be submitted no later than the following date and time / PDD:</p> <p>Date: 12.08.2024</p> <p>Bid received after this date & time shall not be entertained nor considered.</p>
13.	<p>Expected date for commencement of consulting services: Within 15 days of issue of LoA or any date as per instruction from Authority</p>
14.	<p>Performance Security. For the purposes of this Project, performance security for the selected Applicant shall be deemed to be an amount equal to 5% (five percent) of the Bid / Negotiated value (the “Performance Security”); Consultant shall provide Performance Security in the form of a bank guarantee from any scheduled bank.</p> <p>Performance security needs to be submitted within 15 days of issue of LoA. Subsisting Performance Security shall be returned to the selected Applicant within 30 days of the successful completion of the Consultancy.</p>
15.	<p>For details or information if any, representatives of “The Applicant” firms can contact following officers:</p> <p>Name: Smt. Priyam Bhardwaj Designation: District Town Planner email ID: dtphsvp1.pb@gmail.com</p>
16.	<p>Cost of preparing the Proposal and site visit Cost of preparing a proposal, site visit, presentation including visits of negotiating a contract, if any, is not reimbursable and shall be borne by the bidder.</p>
17.	<p>Deliverables All reports / deliverables are to be submitted as 2 hard copies and a soft copy.</p>
18.	<p>AMENDMENT Authority may modify the RFP by issuing an addendum before last date of submission and shall provide 7 (seven) working days after such amendment for submission of Proposal. Any addendum thus issued shall be part of RFP and shall be posted on the website.</p>

Schedule of Selection Process

S. No.	Event Description	Date
1	Last date for receiving queries/clarifications	05.07.2024
2	Pre-bid Conference	10.07.2024
3	Authority response to queries	To be notified
4	Proposal Due Date or PDD	12.08.2024
5	Opening of Technical Proposals	13.08.2024
6	Opening of Financial Proposal	To be notified
7	Letter of Award (LOA)	To be notified
8	Signing of Agreement	To be notified
9	Validity of Applications	180 days from PDD

4 PROJECT BACKGROUND

Sector 29 was conceived as Central Business District for Gurugram, Town. The district is flanked by the National Highway-48 on the western side and the Delhi Metro terminal station of yellow line towards the east side. The sector is centrally located in the city of Gurugram and houses multiple F&B joints, hotels, district parks etc. The total area designated for the sector is 482 Acres.



The sector presently is facing severe infrastructure challenges, planning, and other engineering issues.

4.1 Project objective

The objective of the project is to investigate the challenges existing on-site with respect to infrastructure issues that have been impacting the saleability and development of this sector.

The sector is also falling within the TOD zone and the majority of the area is under Intense TOD zone with an overall FAR of over 3. The objective of the project is to redesign the entire sector in order to develop it as the Central Business District for Gurugram.

The consultant needs to create a visionary statement by studying comparable global instances and designing a layout plan that optimizes sectors complete built potential. Priority must be given to infrastructure and transport planning tailored for Gurugram.

5 SCOPE OF WORK

Considering the overall intent for facilitating holistic and sustainable development, the scope of the consultancy study has been designed. The scope of work for this project as described below is divided into Activities:

- **Task 1 – Site survey and existing site assessment:**
 - Drone-based topographic survey & data collection
 - Existing development assessment
 - Existing infrastructure assessment (wet & dry).
 - Dovetailing the existing and proposed development interventions
 - Base map preparation (GIS Based)
 - Identification of and consultation with various stakeholders
 - SWOC analysis
 - Environment sensitivities and prioritizing issues and potentials

- **Task 2 – Vision, master plan, and concept integrated infrastructure plan:**
 - Establishing the Vision
 - Preparation of master plan
 - Development of concept concept-integrated future ready infrastructure plan

- **Task 3 –Detailed master plan/layout plan and identification of projects:**
 - Preparation of a detailed master plan/layout plan
 - Development of a detailed integrated future ready infrastructure plan
 - Urban Design Guidelines, Incorporating greenways, bike / pedestrian Paths and plans
 - Concept design for landscape
 - Identification and listing of development and trunk projects
 - Assessment of existing market segments, market perception study and demand assessment

- **Task 4 - Preparation of preliminary engineering design of select trunk projects**
 - Preliminary engineering design for water and wastewater system
 - Preliminary engineering design for roads, junctions, and bridges including underground services
 - Preliminary engineering design for power distribution system
 - Preliminary engineering design for ICT duct network
 - Preliminary engineering design for landscape (Street side)

As part of project identification, the Consultant shall also identify the projects of strategic importance that need to be developed for the comprehensive sustainable development of the City.

5.1 Task 1

Site Survey and Existing Site Assessment: The topographic survey of the site is to be conducted through drone survey, data collection of data for existing development and existing infrastructure, dovetailing the existing and proposed development interventions, GIS-based base map preparation, identification of and consultation with various stakeholders, SWOC analysis, assessment of environment sensitivities and prioritizing issues and potentials. Mapping as needed is to be carried out through Drone and all requisite clearances shall be taken

5.1.1 General Overview and Data Collection

The consultant shall have to procure all necessary data including secondary information required at this stage. This will include but not be limited to:

- i. Topographic details of the site, collation of requisite maps and information including existing and proposed Master plans/development plans/ region, block level plans, revenue details etc.
- ii. Socio-economic characteristics of city and sub-regions, land use pattern along with land use/ownership details, infrastructure network plans from relevant Local authorities/state/central government agencies
- iii. Status of existing, on-going/proposed development, social and physical infrastructure development initiatives in the current master planned area, and other such initiatives taken with the support of State/Central Government for the City.
- iv. Details of available vacant land parcels available with the Government
- v. Details of prevailing legal and statutory framework, existing/ proposed policy initiatives at state/ central level for developing state of the art Central Business district and infrastructure project.
- vi. Any other relevant information required for the study.

5.1.2 Benchmarking and Case Studies

Conduct research on similar examples (2 case studies for each National and International category) and highlight learnings relevant to this Project. The benchmarking study for selected cities needs to be undertaken with due consultations with the Authority and relevant stakeholders.

5.1.3 Reconnaissance Survey

Site visits would need to be conducted to understand the nature and activities happening in the city. All the requisite permits, approvals etc. will be facilitated by the Authority in order to organise these site visits. However, the cost for the site visit, collection of data, carrying out scientific analysis etc. would be borne by the Consultant.

The key issues to be covered during site visits and initial assessment will include but are not limited to: Socio-cultural profiling, availability & existing condition of the civic, social & transport infrastructure. The environmental sensitivities & flood vulnerabilities of the critical areas within the city. The existing assets, cultural heritage assets; particularly in the core city area and current master planned area. The consultant shall also identify, visit and document all existing/ potential key sites in consultation with the stakeholders that will help in enhancing the development potential and making the sector a global business & commercial destination.

5.1.4 Stakeholder Consultations

In order to strategize & plan for redevelopment of the target area, extensive public consultations are to be undertaken.

- i. Discussions with selected potential stakeholders (Government Organizations, DA, MCG, MRT project, any other public transportation projects, NHAI for expressway etc., key developers, associations including any private sector (from Hospitality, business, Real estate Industry, Health and others) to assess the future growth potential of the area and identifying their concerns and expectations.
- ii. Stakeholder consultations will also be conducted to understand the flood Management and Safety and security concerns in the area and the expectations of the relevant Government authorities for possible interventions & integration within city planning & development.
- iii. Adoption of Social inclusiveness approach and citizen centric aspects, etc., based on national/ international good practices and global experiences and futuristic technology application.

5.1.5 Existing Situation Analysis and Carrying Capacity Assessment

- i. Existing situation analysis with regards to:
 - a. Urban land resources (Land, Housing, Business & Commercial, Hospitality and Social Amenities)
 - b. Transport & Mobility (Regional, Inter and intra-urban accessibility)
 - c. Urban utilities (Water Supply, Sanitation, Energy etc.)
 - d. Socio-Economic Resources
 - e. Safety & Security infrastructure. In order to conduct this assessment, the consultant shall assess the existing conditions of primarily civic and social infrastructure etc. for the area.
- ii. Infrastructure Gap Assessment with-in the Sector. The consultant needs to prepare a comprehensive checklist of the parameters that will be assessed while conducting infra gap assessment and get the consent from Government/concerned authority for conducting the same.
- iii. Current Carrying capacity assessment of the sector to absorb the current population (resident & floating) and physical development without considerable degradation to overall sustenance and a desired level of service.

5.1.6 Future Demand Analysis

- i. Assess regional and location strengths and constraints of the site and analysing the attractiveness with respect to existing resources and development potential that would influence the successful development of the area.
- ii. Identify parameters that would influence attractiveness of the city and critical evaluation of the same to determine key drivers/projects for developing the Sector as model CBD.
- iii. Assess the future growth potential of the city and conduct projections for the next 30 years based upon logical and scientific methods covering demographic, and development projection (considering existing growth rate and induced growth rate by virtue of various future & planned interventions within the city and region around), economic Projections covering Residential, Health Care, Social, Commercial, Recreational, Hotels etc., projections for Developing/Augmenting Civic Infrastructure (Water, Sewerage, SWM, Transport, Power Supply and distribution, Energy etc)

- iv. Based on the above all information, consultant needs to prepare a GIS based base map for the sector.

5.2 Task 2

Vision, master plan and concept integrated infrastructure plan: Basis the existing situation Analysis, demand Assessment and stakeholder consultations to understand the development potential, the consultant needs to prepare a development vision for the site. Special focus should also be given to the existing scenario by identifying Strengths, Weaknesses, Opportunities and Challenges (SWOC). Some of the aspects to be considered by the consultant while developing vision includes:

- i. Smart, Sustainable & Equitable development, sensitive to environmental settings
- ii. Retrofitting and redevelopment of the target area with state-of-the-art infrastructure facilities in the influence zone and its surrounding
- iii. The infrastructure facilities created should be inclusive of existing and future growth scenarios and are to be planned underground.
- iv. The planned area must have adequate facilities for pedestrians and NMT.
- v. Integrated development of facilities and connectivity for neighbourhood sectors.
- vi. Sustainable and passenger-friendly Urban Transport infrastructure and facilities

5.2.1 Preparation of draft master plan

- i. Consultant shall take up detailed conceptual plan. This will include the preparation of a master plan and layout plan for the proposed facilities and all the relevant planning standards to be adopted for the zoning of various facilities inside the site area.
The consultant must map the project area with details of the existing land use/ ownership status and superimpose revenue maps for establishment of these projects along with land area requirements.
- ii. The consultant has to prepare a master plan which should include a broad layout plan for development, proposed interventions, level of interventions required (related to engineering, Urban Design & planning, technologies & construction, land availability scenario (rehabilitation, resettlement & environmental issues etc). This will form the basis for taking the decision by the client to decide on the projects for which the detailed master plan and preliminary engineering designs need to be prepared.
- iii. As part of the master plan/layout plan, the consultant also need to prepare a concept-integrated infrastructure plan including roads, water & wastewater, power, ICT and solid waste management.

5.3 Task 3

Detailed master plan / layout plan and identification of projects: The master plan and concept infrastructure plan will establish the broad setting and objectives for development. Based on the approval / comments on the master plan, the consultant will finalize the layout plan and then prepare the detailed master plan. The consultant will suggest the civic infrastructure projects that need to be

developed for catering to the current population(including floating) and the future growth projections. The projects shall include but not be limited to water supply; sewerage & sanitation; reuse of treated wastewater; storm water drainage, Water recycling & Reuse, solid waste management; rejuvenation and restoration of water bodies; power with a focus on generation/augmentation of power supply (possibility for renewable energies sources); disaster (flood) risk reduction projects (including flood management). The projects may be suggested as a combination of infrastructure augmentation & green field/ new infrastructure development for bringing efficiency in planning and financial resource optimization.

The consultant is to suggest the projects that need to be developed for augmenting transportation for improvement in accessibility perspective. Basis the existing city level transport condition and future growth, the consultant needs to identify potential projects that would help in augmenting the city level transport infrastructure (Parking, NMT, E-Vehicles, Smart Roads etc). While identifying the projects, due consideration would be given by the consultant on the City Mobility aspects and identify the projects that need to be developed both through PPP and through Government support to address the urban transport bottlenecks.

As part of the detailed master plan, the following will be the sub-tasks which will be part of the detailed master plan report (but not limited to):

- i. Detailed layout plan for the entire site
- ii. Detailing of each sub sections of the master plan / layout plan
- iii. Internal road alignment including locations for flyovers, FOBs and pedestrian cum public infrastructure
- iv. Social infrastructure plan and project listing
- v. Physical infrastructure layout and project listing
- vi. Urban Design guidelines for development
- vii. Landscape strategy and recommendations
- viii. Final list of proposed projects for trunk infrastructure, social infrastructure and key potential development projects

5.4 Task 4

Preparation of preliminary engineering design of selected trunk infrastructure projects: The previous stage submission will list down the comprehensive list of the projects under social infrastructure, physical infrastructure and potential development projects in the project area. Out of these, the physical infrastructure projects (trunk infrastructure project) will be taken up for preparation of preliminary engineering design which further be taken up for EPC contracts for its implementation by the client / authority. The broad list of infrastructure for which preliminary engineering design to be prepared is as below (but not limited to):

- i. Water and wastewater system
- ii. Drainage plan
- iii. Roads with underground services, junctions including locations for bridges,NMT & pedestrian infrastructure such as FOBs,skywalks etc.
- iv. Power distribution system
- v. ICT duct network
- vi. Landscaping and street furniture (Street side)

6 DURATION OF THE PROJECT

The duration of the assignment (from signing of the Agreement with selected Applicant) is as per timelines defined in Section 7. Any extension to these timelines would be at the discretion of the Authority. The Consultant must deploy the required manpower with support from the Consultant's office, whenever required, to comply with the Scope of Work.

7 DELIVERABLES AND PAYMENT SCHEDULE

Out of the total lumpsum fee quoted by the Consultant in its consolidated financial bid, the payments shall be made based on the following delivery schedule:

7.1 Delivery and payment schedule

S.no	Task	Activity wise deliverables	Timeframe in Months	Percentage of fee
1	Task 1	Kick off meeting and Inception Report	D+0.5	5%
2		Site Surveys and Site Assessment Report	D+2	10%
3	Task 2	Vision and Master Plan Report including Concept Integrated Infrastructure Plan Report	D+4	25%
4	Task 3	Detailed Master Plan Report	D+6	25%
5		Urban Design Guidelines & advisory report on optimal usage of Real Estate	D+7	10%
6	Task 4	Engineering Design Report	D+9	25%

7.2 Notes

The Applicant shall quote a Lumpsum Fee in INR Lakhs for the Assignment. The fee quoted shall include all expenses relating to the Assignment including all applicable taxes, cess, duties etc. excluding GST which shall be payable extra as applicable.

7.2.1 The payment to the Consultant would be made based on the milestones identified in this section subject to satisfactory performance of work to be judged by the Authority. Note that payment for each milestone shall be post approval of each milestone / deliverable by the Authority.

7.2.2 The Consultant shall submit to the Authority an invoice for each payment milestone. Further, the Authority shall release the payment within 30 days of receipt of such invoice.

7.2.3 The Authority reserves the right to foreclose consultancy services at any stage and the Consultant shall be required to abide by the same. In such a case, the amount payable to the Consultant for the month in which the consultancy services are foreclosed will be calculated on a pro-rata basis (based on days passed in the month and the monthly fee for that month). No other amount will be paid for the remain term of the contract.

7.2.4 Service level Agreements:

SLA Objective: The selected bidder shall provide services as per SLA matrix mentioned.

SLA Matrix The bidder shall provide following support services as per SLA matrix given below:

Service Level Penalties

Sr. No.	Service Parameters	Threshold Levels	Condition	Penalty
1	Adherence to the agreed implementation timelines	14 days	For the delay in the deliverable after 14 days	20 thousand INR for every week delay after 14 days up to 10% of the contract value.

8 KEY PERSONNEL

The Master planner shall be required to provide required qualified personnel including experts in the relevant sector. The Consultancy team shall consist of at least the following key personnel (the “Key Personnel”).

S.no	Key Personnel	Education Qualification	Minimum professional Experience	Relevant Experience
1	Team leader	Graduation in Architecture and Post graduation in urban Planning / Urban Design	15 Years	15 years relevant experience in master planning of large cities, towns and urban areas with allied infrastructure. Knowledge of urban development policies and issues and exposure of working on development control regulations.
2	Infrastructure Planner	Graduation in Architecture/ engineering and Post graduation in Infrastructure Planning	12 Years	12 years of relevant experience in Urban infrastructure projects Experience in planning & designing integrated infrastructure projects (roads, water, wastewater, drainage, power, renewable energies etc).
3	Transport Planner	Graduation in Architecture / planning/ Civil/ Transport engineering and Post graduation in Transportation Planning	12 Years	12 years of experience in the area of Urban Transport Planning with focus on urban Mobility. Experience in designing and implementing NMT, parking projects and framing the associated planning & design guidelines, framing vehicular circulation plans etc.

4	Highway Engineer	Graduation in Civil /Transport Engineering and masters in Highway Engineering or equivalent	12 Years	12 years of experience in the area of Highway engineering with a focus on urban Mobility. Experience in traffic modeling, designing and implementing, urban roads, NMT, FOBs, parking projects and road safety initiatives..
5	Urban Designer	Graduation in Architecture Post graduation in Urban Design/ Architecture	12 years	12 Years of experience in City Scape and Street Scape Design. Experience in city planning and associated place making.
6	Infrastructure Engineer	Graduation in Engineering Post Graduation in Civil / Infrastructure engineering	12 Years	12 years' experience in urban infrastructure projects including dry and wet utilities
7	Water Expert	Post Graduation in Civil / Mechanical / Chemical/ Water Resource Management	12 years	12 years' experience in water infrastructure projects including flood management, water supply, citywide water / sewage / drainage distribution network
8	Quantity Surveyor	Graduation in Civil Engineering	10 years	10 years' of experience as quantity surveyor for city development / urban infrastructure projects.
9	Real Estate Expert	Post Graduate either MBA or M. Plan with specialization in housing or real estate management or market research	10 years	10 years' experience in housing or real estate management or market research.
10	Landscape	Post Graduation in Landscape Architecture/ Planning/ Designing	10 years	10 years' experience in Landscape Architecture/ Planning/ Designing

- The consultant team can involve Multiple Engineers based on the prescribed qualification/ experience for the related field.

8.1 Availability of Key Personnel:

8.1.1 The Consultant shall make available the Team Leader and other Key Personnel to attend and participate in meetings, conferences and discussions with the Authority.

8.1.2 If any point of time during the Selection Process or during the course of the Assignment, the Authority discovers that a false averment regarding qualification, experience or other particulars of any Key Personnel(s) has been made, the

Personnel(s) shall be liable to be debarred for any future assignment of the Authority. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

8.2 Substitution / Replacement of Key Personnel:

- 8.2.1 The Authority will not normally consider any request of the Selected Applicant for substitution of the Key Personnel as the ranking of the Applicant is based on the evaluation of the Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted in exceptional circumstances if the Key Personnel is / are not available for reasons of any incapacity or due to health or reasons not attributed to the consultant, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Any replacement will be enforceable only after the approval of the Authority.
- 8.2.2 The authority can request for the replacement of any of the key personnel mentioned above, in case of non- performance or non-adherence of procedures. In such case, a replacement of equal or better qualified and experienced personnel to the satisfaction of the Authority, shall be provided by the consultant within 30 days.

9 TERMS AND CONDITIONS

- 9.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Haryana shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 9.2 The Applicant(s) shall bear all costs associated with the preparation and submission of its proposal and contract negotiation.
- 9.3 All documents / online submissions submitted by the Applicant(s) shall be treated as confidential.
- 9.4 Authority reserves the right to accept or reject any or all applications, without thereby incurring any liability to the affected Applicant(s) or any obligation to inform the Applicant(s). Authority also reserves the right not to award or enter into any contract or agreement with any Applicant(s) and may terminate the procurement process at any time without thereby incurring any liability to any Applicant.
- 9.5 Failure by any Applicant(s) to provide all of the information required in the proposal or any additional information requested by Authority may lead to rejection of the Applicant's proposal in its entirety.
- 9.6 Applicant has an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Applicant or termination of its contract at any stage.
- 9.7 A recommendation for award of contract shall be rejected if it is determined that the recommended Applicant has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases the Authority shall declare the Applicant ineligible, either indefinitely or for a stated period of time and Applicants shall be blacklisted.
- 9.8 Wherever required by applicable laws, Authority shall deduct taxes at source, from the amounts payable, and shall provide to the Applicant the appropriate tax deduction certificate evidencing payment of such taxes.

10 CONDITIONS FOR ELIGIBILITY OF APPLICANTS

10.1 Applicants must carefully read the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility shall be considered for evaluation.

10.2 The Applicant should either be a registered Partnership/Joint Venture or a Limited Liability Partnership or a Company under the Companies Act / or relevant law as per the country of registration.

In case of joint venture, all the JV partners should fulfill technical/financial criteria in proportion to atleast 25% of both technical as well as financial parameters of each JV partner.

10.3 To be eligible for evaluation of its Technical and Financial Proposal, the Applicant shall fulfil the following:

10.4 **Financial Capacity:** The Applicant shall have received an average turnover of INR 50 Cr (INR Fifty Crore) per annum as turnover during each of the three preceding financial years.

10.5 **Technical Capacity:** The Applicant should have completed assignments in past 10 years, at least:

1. Master planning for project equivalent to central business district with an area more than 250 acres and FSI / GFA equal or more than 2. International projects will be given additional weightage.
2. Master planning for a TOD project where minimum 1 MRTS line station exists with an area more than 250 acres
3. Engineering design for project equivalent to central business district with area more than 250 acres
4. Urban design guidelines for mixed use district with minimum area of 250 acres

Note: Experience in City Development Plans (CDP) prepared for JNNURM funding / any other State funding and Concept Regional Plan / Development projects will not be considered.

10.6 The Applicant shall enclose with its Proposal, work order / copy of contract agreement / letter of award and any one of the following as documentary proof for technical capacity:

- Client certificate specifying similar experience; or
- Completion Certificate; or
- Self- declaration along with a copy of work order and agreement showing the details of the scope of work along with proof of submission and certificate from chartered accountant certifying the work is completed as per the contract
- Client Completion Certificate / fee received certificate from the Applicant’s Chartered Accountant

- 10.7 The Applicant shall enclose with its Proposal, certificate(s) from CA / statutory auditor stating its total revenues from professional fees from Consultancy services, during each of the past three financial years.
- 10.8 The Applicant should submit a Power of Attorney as per the format provided, in favour of Authorized Signatory of the Applicant.
- 10.9 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

11 EVALUATION AND SELECTION PROCESS

The evaluation criteria for assessing the Proposal of the Applicant are as follows:

11.1 Technical Evaluation

S.no	Technical Criteria	Particular	Number	Maximum Points	Maximum marks	Required Documents
1	Turn Over of the Applicant	Average turnover of the Applicant over the past 3 financial years	50 Crores	5	10	CA/auditor certificate
			51 Cr to 100 Cr	7		
			Above 100 Cr	10		
2	Master planning for project equivalent to central business district	Master planning for project equivalent to central business district with an area of 250 Acre or more	One (1) Project	2.5	10	Work order / copy of contract agreement / letter of award and any one of the following: Client certificate specifying similar experience; or Completion Certificate; or Self-declaration along with a copy of work order and agreement showing the details of the scope of work along with proof of submission and certificate from chartered accountant certifying the Work is completed as per the contract Client Completion Certificate / fee received certificate from
		Master planning for project equivalent to central business district with an area of 250 Acre or more	Two (2) Projects	5		
		(International Project) Master planning for project equivalent to central business district with an area of 250 Acre or more	One (1) Project	5		
3	Experience in city level Infrastructure engineering design	Engineering design for city level infrastructure with an area	One (1) Projects	2.5	10	
			Two (2) Projects	5		
			One (1)	5		

		of 250 Acre or more	International Project			the Applicant's Chartered Accountant
4	Key Personnels	Marking structure for key personnels are given in Below table			40	CVs will be evaluated
5	Presentation on proposed Approach Methodology and workplan	<p>To submit brief synopsis as part of Technical Proposal (maximum 15 pages). Presentation on the same to be made by shortlisted bidders to Authority. Authority would provide at least 15 days advance notice to all shortlisted bidders as to the schedule of presentation. Apart from approach and methodology, presentation to include work and staffing plan, relevant experience and why the Applicant would be best suited for the Assignment.</p>			30	Note Team Leaders and other key personnel nominated by the Applicant shall have to make the presentation on proposed Approach and Methodology to the Authority

Note regarding project experience above:

- Only those projects, undertaken in last 10 years, where the Applicant has, till date of this RFP, received at least 80% of contract price as fee, shall be considered for evaluation.
- The Applicant shall furnish proof of completion of the submitted project in the form of Client Completion Certificate or fee received certificate from the Applicant's Chartered Accountant.

11.2 Key Personnel CVs Evaluation

S.no	Key Personnel	Particular	Criteria	Maximum Points	Maximum marks	Required Documents
1	Team Leader	Min. Eligibility as defined in section 8	15 years	2.5	10	Self-Certified CV of each member and signed by the authorised person from the applicant
			Above 17 years	5		
			2 relevant projects	2.5		
			More than 2 relevant projects	5		
2	Infrastructure Planner	Min. Eligibility as defined in section 8	12 years	1.5	4	
			Above 14 years	2		
			3 relevant projects	2		
			More than 3 relevant projects	3		

3	Transport Planner	Min. Eligibility as defined in section 8	15 years	1.5	4
			Above 17 years	2	
			3 relevant projects	2	
			More than 3 relevant projects	3	
4	Highway Engineer	Min. Eligibility as defined in section 8	12 years	1.5	4
			Above 14 years	2	
			3 relevant projects	2	
			More than 3 relevant projects	3	
5	Urban Designer	Min. Eligibility as defined in section 8	12 years	1.5	4
			Above 14 years	2	
			3 relevant projects	2	
			More than 3 relevant projects	3	
6	Infrastructure Engineer	Min. Eligibility as defined in section 8	12 years	0.5	2
			Above 14 years	1	
			3 relevant projects	1	
			More than 3 relevant projects	1.5	
7	Water Expert	Min. Eligibility as defined in section 8	12 years	1.5	4
			Above 14 years	2	
			3 relevant projects	2	
			More than 3 relevant projects	3	
8	Quantity Surveyor	Min. Eligibility as defined in section 8	10 years	0.5	2
			Above 12 years	1	
			3 relevant projects	1	
			More than 3 relevant projects	1.5	
9	Real Estate Expert	Min. Eligibility as	10 years	0.5	4
			Above 12	1	

		defined in section 8	years			
			3 relevant projects	1		
			More than 3 relevant projects	1.5		
10	Land Landscape Designer	Min. Eligibility as defined in section 8	10 years	1	2	
			3 relevant projects	1		

11.3 Financial Proposal

- Quoted Financial Proposal shall be EXCLUSIVE of applicable GST.
- The Financial Proposals shall be quoted in INR.
- Financial Proposals shall only be opened for Applicants scoring a minimum of 75 marks (out of 100 marks) in their Technical Proposal.

Financial Proposal	Lowest Bid	100 Marks awarded
	Other Bids: Calculation of financial score: {(minimum financial bid / Financial bid being considered) *100}	Proportional marks awarded

The financial evaluation shall be carried out as mentioned above. The Authority shall determine whether the Financial Proposals are complete, unqualified, and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services – excluding applicable GST.

11.4 Combined and Final Evaluation

11.4.1 Final scores shall be arrived at by adding individual score obtained in technical and financial evaluation. For each project, the H-1 Selected Applicant shall be the Applicant having the highest combined score.

11.4.2 Final Evaluation Criteria - Quality and Cost Based Selection (QCBS): 80% weightage will be awarded for Technical Evaluation and 20% weightage will be awarded for Financial Evaluation. **Composite Score (S) = $T_s * 0.80 + F_n * 0.20$**

11.4.3 After finalization of detailed scope of work, terms & conditions, schedule, and professional fee for the services, the selected firm shall provide envisaged services described in the Scope of Work and as per the terms of the issued LoA.

11.4.4 The Authority shall notify the successful Applicant in writing.

12 FORMAT / FORMS FOR PROPOSAL

Formats for the following forms have been prescribed in this section:

Technical Proposal

- Form 1: Letter of proposal submission
- Form 2: PoA in favour of authorized signatory
- Form 3: Applicant organization profile
- Form 4: Relevant experience format
- Form 5: Financial capacity format
- Form 6: Description of proposed approach and methodology
- Form 7: Curriculum vitae (CV) for proposed professional staff
- Form 8: Information regarding any conflicting activities and declaration thereof
- Form 9: Current and Past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes
- Form 10: Format for Bank Guarantee / EMD

Financial Proposal – INDICATIVE ONLY (to be filled in the excel file downloaded from the portal)

- Form 11: Format for financial proposal

Form 1: Letter of Proposal Submission

(On firm's letter head)

[Location, Date]

XXXXXXXXXXXXX,
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
Email: XXXXXXXXXXXXX

Subject: Selection of Consultant for preparation of Vision & Master Plan, Detailed Layout Plan, Urban Design Guidelines, Integrated Infrastructure Plan, and Preliminary Engineering Design for Sector 29, Gurugram, Haryana

Dear Sir,

I/We, the undersigned, offer to provide the consulting Assignment / job for Master planner in accordance with your Request for Proposal dated . We are hereby submitting our Proposal, which includes this Technical Proposal, and a separate Financial Proposal.

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

I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State.

Further, I/We declare that, if selected, I/we shall not engage in any activities that are in conflict to the provisions of this RFP and/or conflict with or reduce our ability to execute the work as required from us based on this RFP.

Our Proposal is binding upon us and subject to the modifications resulting from

contract negotiations. We understand you are not bound to accept any

Proposal you receive.

Yours sincerely,

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

Name of Firm & Full Address

Form 2: PoA in Favour of Authorized Signatory

Know all men by these presents, we/ I (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms (name and residential address) as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid/ Proposal for the project envisaging **“Selection of Consultant for preparation of Vision & Master Plan, Detailed Layout Plan, Urban Design Guidelines, Integrated Infrastructure Plan, and Preliminary Engineering Design for Sector 29, Gurugram, Haryana”**, including signing and submission of all documents and providing information/responses to the Authority, representing us in all matters before the Authority and generally dealing with the Authority in all matters in connection with our Bid/ Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

For.....

Accepted

.....(Signature)

(Name, Title and address) of the Attorney

Note:

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.

Form 3: Organization Profile

1. Details of Bidder

- a. Name:
- b. Legal Status:
- c. Country of incorporation:
- d. Address of the corporate headquarters (if any) in India:
- e. Year of Incorporation:

2. Details of individual(s) who shall serve as the point of contact / communication for the Authority within the Company:

- a. Name:
- b. Designation:
- c. Company:
- d. Address:
- e. Telephone Number and Fax Number:
- f. E-Mail Address:

Please enclose:

- Constitutional documents of the Applicant – Certificate of Incorporation, GST and PAN certificate, as applicable
- Company profile / brochure as applicable

Form 4: Relevant Experience

(Summary of relevant experience to be CA certified / statutory auditor certified)

Master planner Experience

1	Assignment / job name
	Industry / Sector
1.1	Description of Project
1.2	Approx. value of the contract (in Rupees):
1.3	Country:
1.4	Location within country:
1.5	Duration of Assignment/job (months)
1.6	Name of department:
1.7	Address:
1.9	Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):
1.10	Start date (month/year):
1.11	Completion date (month/year):
1.12	Name of associated Consultant / JV partner, etc., if any:
1.13	No. of professional staff-months provided by associated Consultants / JV Partner, etc.:
1.14	Name of senior professional staff of your firm involved and functions performed.
1.15	Description of actual Assignment/job provided by your staff within the Assignment / job:

Note:

Please provide documentary evidence from the client i.e., copy of work order / Letter of award / copy of agreement signed with the client, along with proof of at least 80% fee received or completion [Copy of client certificate / completion certificate / fee received certificate signed by Chartered Accountant].

The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

Multiple project experience under an umbrella project may be considered as separate projects, only if separate proof of work / completion of submitted by the Applicant for each such project.

Form 5: Financial Capacity

(To be CA certified / statutory auditor

certified) Name of the Bidder:

S. No	Head	Professional fees received by the Applicant for providing consultancy services
1.	Financial Year FY22	
2.	Financial Year FY21	
3.	Financial Year FY20	
Average		

Certified by Chartered Accountant/ Statutory Auditor

We, in our capacity as the Chartered Accountant/ Statutory Auditor for (name of bidder) certify that above details are correct.

Seal and stamp of CA / Auditor

Note:

- The Applicant is not required to submit audited financial statement for evaluation of the Financial Capacity. However, the Authority reserves the right to ask the Applicant to submit Financial Statement – duly signed and stamped by the Authorized Signatory.

Form 6: Proposed A&M

(Max 15 pages)

Technical approach, methodology and work plan are key components of the

Technical Proposal. You are suggested to present your A&M divided into

the following three chapters:

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

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

b) Work Plan. The Applicant should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Authority), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan.

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

d) Relevant Experience: Here is where we expect the Applicant to highlight their relevant experience to the Project at hand and other factors that make the Applicant best suited for the Project. The Applicant is expected to use this portion of the presentation to highlight its designs and concepts for paid assignments where the Applicant's design / masterplan is either already executed or being executed.

Form 7: CV for Proposed Key Personnel

(Max 4 pages per CV)

1. Proposed Position: [For each position of Key Personnel separate form shall be prepared]:

2. Name of Firm: [Insert name of firm proposing the staff]:

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

4. Date of Birth:

5. Nationality:

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

7. Countries of Work Experience: [List countries where staff has worked in the last ten years]:

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

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

- From [Year]: To [Year]:
- Name of Organization
- Positions held:

10. Detailed Tasks Assigned: [List all tasks to be performed under this Assignment/job]

11. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the Consultancy assignment]

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

12. Certification:

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

- Date:
- Place:
- [Signature of staff member or authorized signatory off the Applicant]

Form 8: Declaration

(On firm's letter head)

Date:

Place:

Dear Sir, Madam

We hereby declare that our firm, our associate / group firm is not and shall not indulge in any such activities which can be termed as the conflicting activities. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Authority which shall be binding on us. The determination of what construes conflicting activities, if any, shall be the prerogative of the Authority.

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

Signatory:

Name of

Firm:

Address:

Form 9: Declaration: Current and Past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes

(On firm's letter head)

Date:

Place:

Dear Sir, Madam

We hereby declare that our firm, our associate / group firm has:

- No proceedings, litigation, arbitration, actions, claims, investigations and disputes in the last five years OR
- Current and past proceedings, litigation, arbitration, actions, claims, investigations and disputes in the last five years are as below:

Year	Matter in dispute	Contract Identification	Value of Award (Actual or Potential) Against Applicant
		Contract identification: [indicate complete contract title, number, and any other identification] Name of institution: [insert full name] Address of institution: [insert street/city/country] Reason(s) for non-performance: [indicate main reason(s)]	Insert amount

We further affirm that the above litigation history shall not impact our ability to deliver the Consultancy services. Further, the Authority shall have the right to reasonably interpret as to how the result / impact of above litigations may impact or have the potential to impact the financial or operational condition of the Applicant in a manner that may adversely affect the Applicant's ability to satisfy any of its obligations under the contract / RFP.

Note: Applicants shall provide evidence of their continued qualification to perform the Services (including any changes in their litigation history) in a manner satisfactory to the Authority during the performance of the contract / RFP.

Authorized Signature:.....

Name:

Designation

Name of firm:.....

Address:.....

Form 10: Format for Bank Guarantee

BG No.

Date:

1. In consideration of you, _____ (Name of Authority), having office at _____ [Authority's Address] (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of _____ [Name of Consultant], having its registered office at [registered address of company], (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Consultant for [name of assignment] (hereinafter referred to as the "Consultancy") pursuant to the RFP Document dated [date] issued in respect of the Consultancy and other related documents including without limitation the draft contract for consultancy services (hereinafter collectively referred to as "RFP Documents"), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of relevant clause of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. **[in figures] ([in words])** (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFP Document.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Document, including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFP Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions

contained in the RFP Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words]).

4. This Guarantee shall be irrevocable and remain in full force for a period of 240 (two hundred and forty) days from the Proposal Due Date (PDD) and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
9. It shall not be necessary for the Authority to proceed against the said Bidder before

proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and Delivered by [name of bank]

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

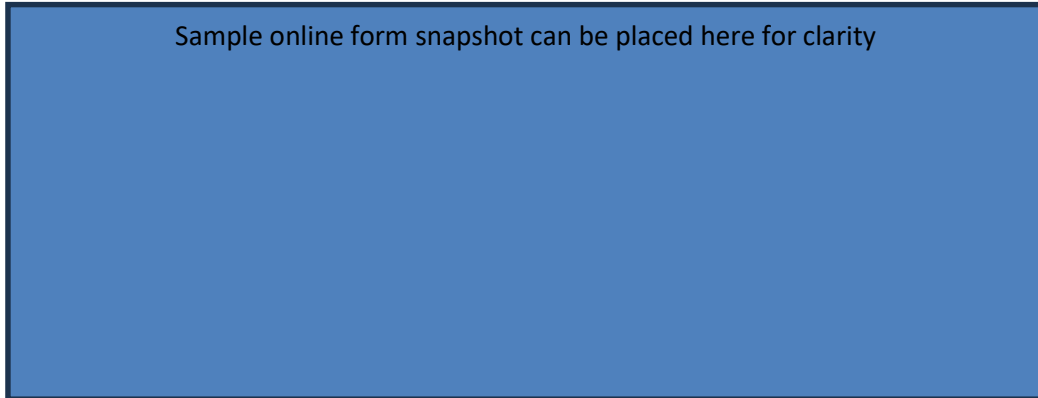
(Signature of the Authorised Signatory) (Official Seal)

Note

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

Form 11: Format for Financial Proposal – INDICATIVE ONLY

(To be filled and submitted in the online excel downloaded from the e-portal - (<https://XXXXXX.gov.in/>))



Authorized Signature:.....

Name:

Designation

Name of firm:.....

Address:.....

13 GENERAL CONDITIONS

1. COMPLIANCE WITH LAWS

The Consultant shall take due care that all its documents comply with all relevant laws and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Consultant.

2. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of India. The Courts at Haryana shall have jurisdiction over all matters arising out of or relation to this Agreement.

3. DISPUTE RESOLUTION

3.1. Amicable Resolution

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably through discussions between the Parties.

3.2. Arbitration

a. Procedure

Any Dispute which is not resolved amicably within 30 days, the same shall be referred to a single arbitrator, appointed through mutual consultation of the Consultant and Government of Haryana. Such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 ("Arbitration Act").

b. Place of Arbitration

The place of arbitration shall be Haryana.

c. English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

d. Enforcement of Award

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

e. **Performance during Dispute Resolution**

Pending the submission of and/or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

4. **SEVERABILITY**

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

5. **WAIVER**

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- a. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
- b. shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
- c. shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

6. **MODIFICATION**

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

7. **NOTICES**

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned hereinabove.

8. **TRANSFER OR ASSIGNMENT**

No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.

9. **VARIATIONS**

Government of Haryana may, by written notice to the Consultant, require the Consultant to vary the scope, sequence or timing of the Services with suitable compensation for such variation, any such variation to be discussed and agreed mutually in writing.

10. **CONFLICT OF INTEREST**

Notwithstanding Schedule 5, consistent with the Consultant's confidentiality obligations to its other clients, the Consultant is not able to advise or consult with **HSVP** about the Consultant's serving the Client's competitors or other parties. The Consultant's obligations in relation to conflict of interest will be limited to the personnel level, it will ensure that the Key Personnel outlined in Schedule 3 do not have an actual or perceived conflict of interest associated with providing the Services and will notify in writing to the extent there is potential for any actual or perceived conflict of interest associated with the Key Personnel.

11. **TERMINATION OF CONTRACT**

The Master planner's contract with the Authority will terminate in case of following conditions:

- a. The term of Contract expires.
- b. Performance of the Master planner is below expected level.
- c. Non-adherence to the timelines of the project.
- d. Quality of work is not satisfactory and not acceptable.
- e. Or any other reason because of which project is curtailed

For points (b), (c) and (d) and (e) above, the Authority reserves the right to foreclose consultancy services at any stage and the Master planner shall be required to abide by the same. In such a case, the amount payable to the Master planner will be estimated by the Authority, on a pro-rata basis, based on the stage of the project foreclosure and the work done by the Master planner as against the deliverables and payment schedule mentioned as per Section 7 above. The Authorities view in this matter shall be final. No other amount will be paid for the remaining term of the contract.

Additionally, the Authority may at any time terminate the Contract by giving written notice to the Master planner, if the Master planner becomes bankrupt or otherwise insolvent or in case of dissolution of company or winding up of company. In this event termination will be without compensation to the Master planner, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Authority.

12. **FORCE MAJEURE**

12.1. **Definition**

- a. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, Covid 19 like diseases, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c. Force Majeure shall not include insufficiency of funds or failure to make any payment required
- d. Party / Parties here refers the Authority and the Master planner / Consultant
- e. Contract shall refer to the contract to be entered between the Parties based on the scope of work outlined in this RFP

12.2. **No Breach of Contract**

The failure of a Party to fulfil any of its obligations as per this RFP (or Contract to be entered into between the Parties) shall not be considered to be a breach of, or default under, the Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

12.3. **Measures to be taken**

- a. A party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.
- b. A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and

cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

- c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

12.4. **Extension of time**

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

12.5. **Payments**

During the period of their inability to perform the activities as per the scope of work herein, as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of their obligation under this RFP and in reactivating the services as per the scope of work herein after the end of such period.

12.6. **Consultation**

Not later than thirty (30) days after the Consultant, as the result of an event of Force Majeure, have become unable to perform a material portion of the scope of work outlined herein, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.