

Inviting
EXPRESSION OF INTEREST (EOI)
For
Empanelment of Bank
for providing Advisory Services
&
Application Development for the Land Pooling
Management System (LPMS)
(i.e. Receipt of online Application, Scrutiny, Issuance /
Transfer of Land Entitlement Certificates)



HARYANA SHEHRI VIKAS PRADHIKARAN
Government of Haryana

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Disclaimer

1. All information provided/clarified in this Expression of Interest (EOI) is in good interest and faith. This is neither an agreement nor an offer to enter into any kind of agreement with any party.
2. Though adequate care has been taken in the presentation of this EOI document to cover and clarify all the relevant aspects/parameters, the interested banks shall satisfy itself that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Interested banks are required to make their own inquiries, wherever required.
3. Haryana Shehri Vikas Pradhikaran reserves the right to reject any or all of the applications submitted in response to this EOI document at any stage, without assignment of any reasons whatsoever.
4. Haryana Shehri Vikas Pradhikaran also reserves the right to withhold or withdraw the process at any stage with intimation to all those who have submitted their proposals in response to this EOI.
5. Haryana Shehri Vikas Pradhikaran also reserves the right to change/modify/amend any or all of the provisions of this EOI document without assigning any reason. Any such communication will be posted on the website of Haryana Shehri Vikas Pradhikaran. Interested banks shall ensure to check the website of the department regularly.
6. Neither the Haryana Shehri Vikas Pradhikaran nor any of its employees and associates will have any liability towards any prospective respondent interested to apply or any other person under the law of contract, to the principle so resolution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this EOI document, any matter deemed to form part of this EOI document, the award of the project/assignment, the information supplied by or in behalf of Chief Administrator , Haryana Shehri Vikas Pradhikaran or their employees or otherwise arising in any way from the selection processes for the project/assignment.
7. Information provided in this document or imparted to any respondent, as part of the EOI process, is confidential to Haryana Shehri Vikas Pradhikaran and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

Notice

INVITING EXPRESSION OF INTEREST

“Inviting Expression of Interest (EOI) for engaging banks for providing financial advisory services and for application development for Land Pooling Management System (LPMS) i.e. receipt of online Application, Scrutiny, Issuance/Transfer of Land Entitlement Certificates”

The Chief Administrator, Haryana Shehri Vikas Pradhikaran invites proposals from bank(s) for providing financial advisory services to the Authority and for developing software for Land Pooling Management System (LPMS) i.e. receipt of Online Application, Scrutiny, Issuance of Land Entitlement Certificates and its transfer.

The Haryana Land Pooling Policy dated 22.08.2022 was notified vide Haryana Government Notification No.7/17/2022-2TCP dated 22.08.2022 for development with active involvement of land owners in the development process, laying down the principles for development, may be referred to for guidance in the development of the software application. The policy is aimed at evolving a fair and transparent mechanism for pooling of land for development of a sector or part thereof within the conforming zone of development plan published by the State Government under the provisions of the Haryana Scheduled Roads and Controlled areas Restriction of Unregulated Development Act, 1963.

Link :- _____

For detailed scope of work and other terms and conditions, please refer to the EOI document available at the following link:
_____ Interested

banks shall submit their proposal till _____ upto 12 Noon on the e-mail id - _____ along with hard copy of the technical proposal at the following address;

The Chief Administrator
Haryana Shehri Vikas Pradhikaran,
Plot No. C-3 , Sector 6, Panchkula 134109.

1. FACTSHEET

S.No	Event	Details
i.	Date of availability of EOI document.	30.01.2024
ii.	Link for availability of EOI document.	https://
iii.	Submission of pre-bid queries through e-mail	dtphsvp.am@gmail.com
iv.	Pre-bid Conference	13.02.2024
v.	Venue for Pre-Bid Conference	Office of The Chief Administrator, Plot No. C-3, HSVP, HQ, Sector-6, Panchkula.
vi.	Issue of clarifications to the interested banks on	Within One Week after pre-bid conference.
vii.	Last date for submission of proposals	13.03.2024
viii.	Address for submission of proposal	The Chief Administrator, Plot No. C-3, HSVP, HQ, Sector-6, Panchkula
ix.	E-mail id for submission of proposal	dtphsvp.am@gmail.com
x.	Technical proposal opening and presentation by all applicants.	20.03.2024 at 11:00 AM onwards in the office of The Chief Administrator, Plot No. C-3, HSVP, HQ, Sector-6, Panchkula
xi.	Declaration of result of Technical proposal	Within One week from opening date of the proposal.
xii.	Website and Clarifications	Interested banks are advised to regularly visit the department's website www.hsvphry.org.in for all updates. No updates shall be provided by any other means.
xiii	This EOI document can be downloaded from government tender website. The cost of tender	Bank details are as follows:- (TO BE FILLED BY ENGINEERING BRANCH) Account Name – XXXXXX

	document page INR 10,000/- (INR Ten Thousand) which is non-refundable to be paid online.	Name- XXXXX Account No.- XXXXXXX IFSC- XXXXX Note:- It is mandatory to upload scanned copy of online fee payment receipt.
xiv	Earnest Money Deposit (EMD) of INR 500000/- (INR Five Lac only) in the form of Bank Guarantee from any scheduled Bank in favor of Chief Administrator, HSVP, Panchkula. EMD shall remain valid up to 12 Months from PDD. Format of EMD shall be as per the Annexure provided in this document.	

2. INTRODUCTION

The Haryana Land Pooling Policy dated 22.08.2022 (**Annexure-1**) simplifies the process for landowners, whose land is needed for the urban development, to surrender their land to the Government in exchange of Land Entitlement Certificate. This LAND ENTITLEMENT CERTIFICATE(S) can be monetized by selling it to various persons, facilitating the aggregation of land for the development of Residential, Commercial, Institutional & industrial as well as infrastructural purpose in accordance with the proposals of the Developments plan.

According to Haryana Land Pooling Policy dated 22.08.2022, the entire process, including receiving online applications, scrutinizing them, and issuing/transfer/ trading/utilization of LAND ENTITLEMENT CERTIFICATE(S), is to be conducted through online mode exclusively. Additionally, the implementation of the LAND ENTITLEMENT CERTIFICATE(S) policy is expected to involve various financial and tax implications related to the issuing/transfer/ trading/utilization of Land Entitlement Certificate. Therefore, Expression of Interest (EOI) is invited from banks for the following;

- i.** Providing Financial Advisory Services, and
- ii.** Software application development for Land Pooling Management System (LPMS) - i.e., receipt of online application, scrutiny, issuance, and transfer/trading of Land Entitlement Certificates.

3. OBJECTIVES AND SCOPE OF WORK

- a)** To efficiently receive and process all applications for the issuance of Land Entitlement Certificates from landowners through a user-friendly and transparent online platform.
- b)** To issue digitally signed Land Entitlement Certificates and maintain an online record of these certificates.
- c)** To facilitate the transfer, sale, or utilization of Land Entitlement Certificates through the online platform.
- d)** To ensure that the entire life cycle of the Land Entitlement Certificate, until extinguishment, involves no manual processing.
- e)** To integrate taxation mechanisms with the software application, ensuring

seamless regulatory compliances for deductions like TDS, VAT, GST, Capital Gains tax, stamp duty, registration charges, etc., without manual intervention.

- f) Develop mobile applications for such processes.
- g) Develop a dashboard and MIS reports for departmental users and applicants' requirements.

The scope of work shall be two-fold, encompassing:

- i. Providing advice on financial, technical, legal, and taxation aspects related to the implementation of the land pooling policy.
- ii. Developing an online mechanism to automate the entire Land Pooling process and its management.

It is anticipated that the Bank may need to collaborate with a software vendor for the development, deployment, and maintenance of Land Pooling Management System (LPMS). In such a scenario, the Authority shall engage in a tripartite agreement with the Bank and the software vendor. A detailed scope of work is outlined in the subsequent paragraphs.

3.1 Financial Advisory Services

The bank shall be required to provide replies to various financial-related queries arising throughout the implementation of the project. These queries include, but are not limited to, the following, and the responses to these queries should preferably form part of the technical proposal submitted by the bank:

- i. Whether the surrender of land for the acquisition of Land Entitlement Certificate is liable for taxation (Capital gains or Income Tax or service tax)?
 - a) In case it forms part of any of the above,
 - A. Does any liability lie on the part of the Authority to furnish any report or issue any disclosures to any of the financial regulatory agencies?
 - B. Is the Authority liable to deduct TDS and deposit the same with the tax authorities?
 - C. Can such a procedure be integrated within the online application of the Authority to be prepared for the receipt of Land Entitlement Certificate issuance; Transfer/Sale of Land Entitlement Certificate and its utilization?

- b) Will the proposed system undertake a system-based online compilation and forwarding of such reports?
- ii. Whether the cash receipt on transfer/sale of land entitlement certificate is liable for taxation (Capital gains or Income Tax or service tax)?
 - a) In case it forms part of any of the above,
 - A. Does any liability lie on the part of the Authority to furnish any report or issue any disclosure to any of the financial regulatory agencies?
 - B. Is the Authority liable to deduct TDS and deposit the same with the tax authorities?
 - C. Can such a procedure be integrated within the online application of the Authority to be prepared for Receipt of LAND ENTITLEMENT CERTIFICATE(S) Issuance; Transfer/Sale of LAND ENTITLEMENT CERTIFICATE(S) and its utilization?
 - b) Will the proposed system undertake system-based online compilation and forwarding of such reports?
- iii. Is Transfer Registration of LAND ENTITLEMENT CERTIFICATE(S) Certificate, i.e., its sale/purchase/transfer, mandatory under the Registration Act 1908?
 - a) Any stamp duty is payable on the issuance/sale/Certificates under the Indian Stamp Act 1899?
 - b) Any changes in the State statute required to bring complete clarity regarding the tax treatment and applicability of Registration/Stamp Act on Land Pooling?
 - c) Any tax/stamp duty liability on the issuer of Land Entitlement certificate, i.e., HSVP
 - d) Can Land Entitlement Certificates be mortgaged by the receiver to raise funds?

- e) The mechanism proposed in the online application to take care of all such requirements.
- iv. Whether Land Entitlement Certificate will be treated as a financial instrument?
 - a) If yes, what sort of financial instrument - will it be a commodity?
 - b) Does it fall under the regulatory ambit of SEBI/RBI etc.?
 - c) If yes, what regulatory requirements does the Authority need to fulfill to allow trading of Land Entitlement Certificates?
- v. What are the prerequisites to enable "Online Trading of Demat Land Pooling" along with safeguards to be adopted to ensure safe/secure/transparent mechanism for such transactions. In such a case:
 - a) Any existing trading platform which already stands customized for the purpose of trading of LAND ENTITLEMENT CERTIFICATE(S) viz. NCDEXe Markets Let. (NeML) (Government market place)?
 - b) Mechanism to eliminate the need for brokers/intermediaries between the buyer and seller in the online sale/purchase/transfer of LAND ENTITLEMENT CERTIFICATE(S) on the online trading platform.
 - c) How can the transaction remain anonymous for all persons undertaking such sale/purchase/transfer on the online trading/transfer/exchange platform.
- vi. Since the instrument of Land Entitlement Certificate won't carry any State Government guarantee, can an inherent insurance mechanism be worked out for protecting the interest of the person holding the Land Entitlement Certificate, so that a bare minimum compensation equivalent to the collector rate of the land can be ensured.
- vii. Any further queries that the Authority may have during the implementation of the project shall also be required to be answered/taken care of throughout the project implementation cycle.

3.2 Software Application Development for Land Pooling Management System (LPMS)

A software application is required to be developed to automate the entire LAND ENTITLEMENT CERTIFICATE(S) life cycle of receiving applications, scrutiny of the applications, issuance/trading/transfer/utilization of Land Entitlement Certificate, i.e., all the services as enunciated in the Land Pooling Policy dated 22.08.2022 (Annexure-1).

3.2.1 Activities involved in software development

a) The indicative list of activities to be covered shall include, but not limited to the following;

- i. Receipt of online application from landowners for issuance of Land Entitlement Certificate: The software application for the receipt of online applications from landowners for the issuance of Land Entitlement Certificates shall be developed, including but not limited to the parameters/steps specified in the step-by-step guide available at the following link: _____ (as per Land pooling policy dated 22.08.2022).
- ii. Based on the software application proposed to be developed, a detailed user manual/step-to-step guide and video clip shall also be prepared by the vendor to be hosted on the website of the Authority.
- iii. Online scrutiny of applications by the Authority, including seeking off-field reports, raising observations/queries online, as well as receiving replies to such queries online (as per Land pooling policy dated 22.08.2022).
- iv. Issuance of LAND ENTITLEMENT CERTIFICATE(S) in units Square meter area in Demat form with a built-in security and authentication mechanism.
- v. Online storage and record of LAND ENTITLEMENT CERTIFICATE(S) issued by the Authority.
- vi. Enforce privacy norms for all third-party information available with the Authority.
- vii. Development of an online trading/exchange platform for LAND ENTITLEMENT CERTIFICATE(S)
- viii. Receipt of online transfer application (as per Land pooling policy dated 22.08.2022).

- ix. Online transfer (sale/purchase/trading) of LAND ENTITLEMENT CERTIFICATE(S) and updating of records regarding such transfers (as per Land pooling policy dated 22.08.2022).
 - x. Receipt of online applications for the utilization of LAND ENTITLEMENT CERTIFICATE(S)(as per Land pooling policy dated 22.08.2022).
 - xi. Online scrutiny by the Authority of applications received for the utilization of LAND ENTITLEMENT CERTIFICATE(S), raising observations/queries online, as well as receiving replies to such queries online.
 - xii. Issuance, along with a digital permission for the utilization of LAND ENTITLEMENT CERTIFICATE(S), revised zoning plan, and extinguishment of utilized LAND ENTITLEMENT CERTIFICATE(S)
 - xiii. Updation of online records of the balance LAND ENTITLEMENT CERTIFICATE(S) consequent upon the utilization of LAND ENTITLEMENT CERTIFICATE(S).
 - xiv. Controlled and secure mechanisms for all regulatory/financial compliances as per the prevailing statutes and taxation laws of all Land Pooling related transactions, if applicable.
 - xv. Digitization of already granted LAND ENTITLEMENT CERTIFICATE(S) under Haryana Land Pooling Policy 22.08.2022.
 - xvi. Development of an online module for the migration of already granted LAND ENTITLEMENT CERTIFICATE(S) from the departmental policy dated 22.08.2022.
 - xvii. Development of a dashboard and MIS reports for Authority users as well as applicants' requirements.
 - xviii. Integration of collector rates and fees/charges in the software application and updating the same, as and when required.
- b) The user manual/handbook/videoclip is required to be prepared in both Hindi and English languages.
- c) Integration with existing applications of the Authority, wherever necessary, as well as integration with the existing payment gateway of the Authority for the receipt of fees and charges, shall be done.

d) The development of software applications shall be done on an iterative mode, adopting an agile methodology.

3.2.2 Software Requirement design (SRD)

The Software Requirements Design (SRD) report, which outlines exhaustive software-related requirements for application development and its maintenance, shall be prepared and submitted by the bank/vendor after the award of work within the specified timeframe as detailed later in this document. The report shall also include a proposal regarding a self-sustaining model for the maintenance and updation of the system on an ongoing basis by the IT Cell of the Authority or by a third-party agency.

3.2.3 Project Documentation

During the project contract period, the bank/vendor will also share the following list of documents with the Authority:

- a) Application architecture documents
- b) ER diagrams and other data modeling documents
- c) Database design Document
- d) Application flows and logic
- e) Test Plans, Test cases, and Reports
- f) Issue Logs
- g) Application Installation & Configuration Manual
- h) Report of Security Audit & Safe-to-Host Certificate
- i) Any other documents defined under Timeline & Tentative Deliverables

3.2.4 Mobile Application

A mobile app shall be developed for Online Trading of Demat Land Entitlement Certificates, and the design considerations shall be as follows:

- i. The mobile application should be compatible and accessible on major mobile device operating systems such as Android and iOS.

- ii. The application should be built with open standards and open APIs.
- iii. The app should provide an update feature in case of newly published versions.
- iv. The app should be of responsive design that will automatically expand/compress itself as per the screen resolution.
- v. The application should be capable of plugging in new technologies and components in a seamless manner.

3.2.5 Integration with Single Sign-On Dashboard of the Authority:

All existing services and in-house applications of the Authority are available on the Single Sign-On Dashboard on the website of the Authority. The LAND ENTITLEMENT CERTIFICATE(S) to be developed by the selected bank/vendor shall also be integrated into this dashboard.

3.2.6 Admin Entries:

Regular updating of collector rates, EDC rates, market rates and their integration with the software application is required. An interface for master entries should be provided, and the entries will be updated on the Make, Verify, and Approve model.

3.2.7 Additional responsibilities of the bank/vendor:

- i. Perform a security audit of the application from the CERT-in empaneled vendor.
- ii. Maintain the application until relieved of such responsibility by the Chief Administrator in writing. During the maintenance phase, the application will be upgraded as per the requirements of the Authority.
- iii. Provide support to end-users and the Authority in filing applications/scrutiny, etc., through at least 2 software developers stationed at the Headquarter during the contract as well as the maintenance period.
- iv. Provide Customer Service Support for the contract period of the project from the date of Go-Live.
- v. The entire source code of the application after development and deployment shall be the property of the Authority.

- vi. The Authority and Bank will have joint Intellectual Property Right (IPR) of the application.

4.ELIGIBILITY CRITERIA FOR BANK

Eligibility Criteria for Banks Participating in the EOI:

- **Branch Network:**

The bank must have a presence with at least two branches in each district of the State of Haryana.

- **Payment Gateway Implementation:**

The bank should possess its own payment gateway, which must be successfully implemented in a minimum of Five Government Departments. This implementation should extend to departments in Haryana, Chandigarh Administration, Punjab, or Himachal Pradesh.

5. CLARIFICATION TO THE EoI DOCUMENT

All queries regarding the EOI shall be sent by email at _____ with the Subject: **“Expression of Interest for Empanelment of Banks”** along with the name and contact number of the key-official.

The queries are required to be submitted in the following format:

S.No.	Reference (Page No./Para /Sub- paraNo.)	Subject/Existing clause	Clarification Sought	Suggestions/Re marks (ifany)
1				
2				
3				

6. PRE-BID CONFERENCE

- A pre-bid conference will be conducted on _____ at _____ PM in the office of the Chief Administrator, Plot No. C-3, HSVP, HQ, Sector-6, Panchkula.
- Interested banks' representatives are expected to attend the conference with an authorization letter. The format for the authorization letter is attached as **Annexure-2**.

- iii. Any clarifications or modifications to the EOI document shall be hosted on the Department's website. No clarification requests will be entertained after the pre-bid conference.
- iv. The EOI document may be modified by the Authority, and such modifications will be issued in writing as addenda. These addenda will be hosted on the Authority 's website and will be binding on all participating banks.
- v. The Authority has the discretion to extend the proposal submission date.

7. LANGUAGE OF THE TECHNICAL PROPOSAL

- i. The proposal, correspondences, and documents related to the EOI must be in the English language.
- ii. Supporting documents and printed literature can be in another language, provided they are accompanied by an accurate English translation. Proposals without proper translations are liable to be rejected.

8. SELECTION PROCESS

The interested banks will submit technical proposals as outlined in this EOI document. Presentations will be made by the banks, and based on technical proposals and presentations, banks will be selected to provide solutions to the Authority.

9. TECHNICAL PROPOSAL CONTENTS

The Technical proposal shall be strictly submitted, covering only the following details:

Sr.No.	Documents to besubmitted	Maximum Number of pages
1.	Covering letter (as per the format provided at Annexure-3).	2
2.	Authorization letter from the bank in the name of the signatory.	1
3.	Particulars of the Bank (in the format provided at Annexure-4).	2
4.	List of bank branches in the State of Haryana	3
5.	List of clients where software solution/ trading platform involving similar type of transactions, provided/facilitated by the bank or the proposed Vendor.	3

6.	Copy of above cited work order & work completion / in-progress certificate from the respective clients of the bank duly signed by the signing authority (minimum 3 and maximum 6 no. of projects).	15
7.	Clarification on Financial, Technical, Legal and Taxation Advisory regarding taxation issues.	6
8.	Technical proposal regarding software development for Land Pooling Management Services (LPMS).	5
9.	Detailed CV of the software developers (2nos.) to be stationed at the Authority headquarter.	4
10.	Features of Dashboard.	1-2

The checklist of documents to be enclosed with the technical proposal is enclosed as **Annexure-5**

10. APPLICABLE LAW AND JURISDICTION OF COURT

Any disputes arising in the project shall be governed in accordance with the laws of India currently in force and will be subject to the exclusive jurisdiction of Hon'ble Courts at Chandigarh, with the exclusion of all other Courts.

11. COST

The Authority, shall not pay any fees, remuneration, or charges for the services provided by the selected bank under this project. The entire services are to be provided free of cost by the selected bank.

Any required amendment, updation, or maintenance will also be done when needed in the future. However, at the time of the transfer of a service charge not exceeding 0.5% of the transaction value, a fee, as a LAND ENTITLEMENT CERTIFICATE(S), decided by the Government, shall be payable to the selected bank directly by the transferee (to whom the LAND ENTITLEMENT CERTIFICATE(S) is sold). The Authority does not guarantee any realization against the said service charge.

12. CONFIDENTIALITY

The selected bank/vendor and their personnel shall not, either during the term or after the expiration of this contract, disclose any proprietary or confidential information relating to the services/contract without the prior written consent of the Chief Administrator Haryana Shehri Vikas Pradhikaran.

13. EXTENSION OF LAST DATE FOR SUBMISSION

The Haryana Sheri Vikas Pradhikaran, at its discretion, may extend the period for submission of proposals by amending the EOI document. In such a case, all rights and obligations of Authority, and interested banks shall stand extended. However, no request for an extension of time from the interested banks shall be binding upon Authority. The decision of the department in this regard will be final, conclusive, and binding on the interested banks.

14. LATE PROPOSALS

Any proposal received by Authority, after the deadline for submission of proposals prescribed in the EOI document or as subsequently extended, if any, will be rejected and returned to the interested bank(s). No further correspondence on this subject will be entertained.

15. RIGHT TO ACCEPT/REJECT THE PROPOSAL

The Authority reserves the right to accept or reject any proposal and to annul the short-listing process and reject all such proposals at any time prior to the award of the contract, without thereby incurring any liability to the affected bank or any obligation to inform the affected bank of the ground(s) for such a decision.

16. CLARIFICATIONS BY HARYANA SHEHRI VIKAS PRADHIKARAN

When deemed necessary, the Authority, may seek any clarifications on any aspect from the interested bank. However, that would not entitle the bank to change or cause any change in the substance of the proposal. During the course of Technical proposal evaluation, the Authority may seek additional information or historical documents for verification to facilitate decision-making. In case the bank fails to comply with the requirements of the Authority as stated above, such proposals may, at the discretion of the Chief Administrator, Haryana Sheri Vikas Pradhikaran, be rejected as technically non-responsive.

17. WORK AWARD AND TERM

The work will be awarded to the successful bank that shall accept the work order within a week time. A tripartite agreement shall be signed within 30 days from the date of the letter of acceptance issued by the Authority.

The selected bank shall be required to deposit a Performance Bank Guarantee (PBG) of Rs. 5 lacs at the time of signing the Tripartite Agreement. This PBG shall be released by the Authority only upon the successful completion of Phase III of the work order as envisaged in Clause 23 of this EOI document.

The project shall continue to remain in vogue until terminated by the Chief Administrator, Haryana Shehri Vikas Pradhikaran. The bank or its vendor can, under no circumstances, unilaterally terminate the contract. Furthermore, the selected bank/vendor shall be required to maintain the software application and provide advisory services, if any, until relieved of such work/responsibility by the Chief Administrator, Haryana Shehri Vikas Pradhikaran, in writing.

18. EXECUTION OF CONTRACT

- i. The successful bank and vendor shall execute a tripartite agreement on non-judicial stamp paper of the required amount bought in Haryana/Chandigarh only in the name of the bank within 30 days from the date of the letter of acceptance issued by the Authority, with such changes/modifications as may be indicated by the Authority at the time of execution.
- ii. The service level agreement shall also form part of such tripartite agreement.
- iii. The selected bank shall be required to deposit a Performance Bank Guarantee (PBG) of Rs. 5 lacs at the time of signing the Tripartite Agreement. This PBG shall be released by the Authority only upon the successful completion of Phase III of the work order as envisaged in Clause 23 of this EOI document.
- iv. The successful bank/vendor shall not assign or make over the contract, the benefit or burden thereof, to any other person or persons or body corporate for the execution of the contract or any part thereof, without the prior written consent of the Chief Administrator, Haryana Sheri Vikas Pradhikaran.
- v. All expenses, including any incidental expenses, for the contract shall be borne by the successful bank/vendor.
- vi. The conditions stipulated in the EOI shall be strictly adhered to, and violation of any of the conditions will entail termination of the contract without

prejudice to the rights of the Authority, who shall also have the right to recover any consequential losses from the successful bank.

19. ARBITRATION

- i. In the event of any dispute or difference arising between the successful bank and the Authority out of or in connection with the contract/agreement or any of the terms and conditions contained therein or as to the interpretation or any other matter, both the parties shall resolve such disputes or differences first by mutual discussion. If any dispute or difference still persists, it shall be referred to the court of Administrative Secretary, Town and Country Planning Department, Govt. of Haryana, and such a decision shall be binding on both the parties.
- ii. This EOI and the Contract/agreement shall, in all respects, be governed by and construed in all respects, in accordance with the laws of India.

20. ACQUAINTANCE WITH ALL CONDITIONS

The participating bank acknowledges that they have made themselves fully acquainted with all the conditions and circumstances under which the services required under the contract will have to be made or furnished and with all the terms, clauses, conditions, specifications, and other details of the contract. The bank shall not plead ignorance of any of those as an excuse or shall not make any financial or legal claim in case of a deficiency of service or on rejection of services tendered by them with a view to evade any of their obligations under the contract.

21. APPLICABLE LAW AND JURISDICTION OF COURT

The Contract with the selected bank shall be governed in accordance with the Laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at Panchkula/ Chandigarh.

22. LOCAL CONDITIONS

It will be imperative for each bank to fully inform itself of all the local conditions and factors that may have any effect on the execution of the works. The Authority, will not entertain any requests for clarification from the interested banks regarding such local conditions. It must be understood and agreed that such factors have been properly investigated and considered while submitting the proposals. No financial claim to the contract awarded under any circumstances and documents will be entertained by the Authority. Neither any change in the time schedule of the contract nor any financial claim arising thereof shall be permitted

by the Authority, which is based on the lack of such clear information or its effect on the cost of the work to the bank.

23. TIME PERIOD FOR GO-LIVE

The work shall be completed in the following three phases:

- i. **Phase-I:** Submission of Software Requirements Design (SRD) document and its approval by the Chief Administrator (Not later than 45 days from the award of work).
- ii. **Phase-II:** Development of software application (Not later than 45 days from the approval of SRD).
- iii. **Phase-III:** User acceptance testing and Go-Live (Not later than 45 days from the delivery of the software application).

24. PENALTY

In case of delay as per the above-defined timelines, a penalty of Rs. 50,000/- per week will be imposed for up to four weeks of delay. Thereafter, the Chief Administrator, Haryana Sheri Vikas Pradhikaran, may cancel the work order. However, in case the bank submits a representation in writing, giving genuine reasons for such delay, the Chief Administrator, Haryana Sheri Vikas Pradhikaran on grant of a personal hearing to the bank, may consider reducing the penalty or waiving off the penalty. However, such a decision by the Chief Administrator shall be final and binding.

25. INDEMNIFICATION

- i. The successful bank shall, at its own expense, make good any loss or damage suffered by the Authority as a result of the acts of commission or omission, negligence, or otherwise of its personnel while providing the said services at any time.
- ii. The successful bank shall, at all times, indemnify and keep indemnified the Authority against:
 - Any claim on account of disability/death of any of its personnel caused while providing the services within/outside the site or other premises of the Authority, which may be made under the Workmen's Compensation Act, 1923, or any other Act(s) or any other statutory modifications hereof.
 - or otherwise for or in respect of any claim for damage or compensation.

- or in respect of any claim, damage, or compensation under labor laws or any other laws or rules made thereunder by any person, whether in the employment of the successful bank or not, who provides or provides the service at the site or any other premises of the Authority.

iii. The successful bank shall, at all times, indemnify and keep indemnified the Department against any claim by any third party for injury/damage to the property or person of the third party or for any other claims whatsoever resulting from acts of commission or omission of its employees or personnel during the hours of providing services at the Authority 's premises or before and after that.

iv. If at any time, during the operation of this agreement or thereafter, the Authority is made liable in any manner whatsoever by any order, direction, or otherwise of any Court authority or tribunal to pay any amounts whatsoever in respect of or to any present or ex-personnel of the successful bank or to any third party in any event not restricted but including those mentioned in the Land Pooling Policy-2022 dated 22.08.2022 **(Annexure-I)** hereinabove, the successful bank shall immediately pay to the Authority all such amounts and costs. In all such cases/events, the decision of the Authority shall be final and binding upon the successful bank. The Authority shall be entitled to deduct any such amounts as aforesaid from the security deposit and/or from any pending bills of the successful bank

26.LOSSES SUFFERED BY SUCCESSFUL BANK

The successful bank shall not claim any damages, costs, charges, expenses, or liabilities arising out of the performance/non-performance of services, which it may suffer or otherwise incur due to any act/omission, negligence, default, or error in judgment on the part of itself and/or its personnel in rendering or non-rendering the services under this agreement.

27.FORCE MAJEURE

Notwithstanding the above provisions, the selected bank shall not be liable for penalties or the cancellation of the work order for default if, and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For the purpose of this clause, “Force Majeure” means an event beyond the control of the bank and not involving the bank’s

fault or negligence and not foreseeable. Such events may include but are not restricted to wars, revolutions, epidemics, and natural calamities. In case a Force Majeure situation arises, the bank shall promptly notify Authority, in writing of such condition and the cause thereof. Unless otherwise directed by the Authority, the bank shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternatives of performance not prevented by Force Majeure.

28. OTHER CONDITIONS

- i.** Notwithstanding anything stated hereinabove, the Authority, reserves the right to assess the capacity and capability of the bank/vendor should the circumstances warrant such assessment, in the overall interest of the Authority.
- ii.** Notwithstanding the above, if it is found that the performance vis-à-vis works by the Authority, is either behind schedule or not satisfactory, the Authority will be at liberty to disqualify the bank and reject its proposal at any stage of processing before the award of work.
- iii.** Banks shall note that the Authority, may not award the work to a successful bank if, in the opinion of the Authority, based on its experience, the bank may not perform well in the execution of work and may delay in execution because of its existing works on hand.
- iv.** Any deviations from the specifications, if found necessary by the bank, shall be clearly indicated in writing in the pre-bid queries.
- v.** The final acceptance of the proposal will rest with the Chief Administrator, Haryana Shehri Vikas Pradhikaran.
- vi.** In the event of the information furnished by the bank found to be false at any stage of tendering, the Authority, at its discretion, may take action against such bank and may disqualify the offer of such a bank and blacklist the same. In the event of information found to be false during the execution stage, then the Chief Town Planner, Haryana Shehri Vikas Pradhikaran is at liberty to take action regarding the cancellation of the awarded work and may blacklist the bank and recover the losses and levy liquidated damages.

- vii. Any clarification regarding the scope of work and technical features of the EOI may be sought from the following address:

**The Chief Administrator (Town Planning Wing)
Haryana ShehriVikas Pradhikaran,
C-3, Sector 6, Panchkula, 134 109**

The Authority, reserves the right to cancel or withdraw the EOI without assigning any reason(s) for such a decision. Such a decision will not incur any consequences.

Chief Administrator,
Haryana Shehri Vikas Pradhikaran

Annexure-1: Haryana Land Pooling Policy-2022 (notified vide No. 7/17/2022-2TCP dated 22.08.2022)

Please find the document available at the following link:
https://tcparyana.gov.in/Policy/Gazette_36-2022_14338.pdf.

Annexure-2: Authorization letter for attending Pre bid conference/technical proposal opening meeting.

To

**The Chief Administrator
Haryana Shehri Vikas Pradhikaran,
C-3, Sector 6, Panchkula, 134 109**

Dated: dd/mm/yyyy

Subject: Selection of Bank for the project “**Providing Financial advisory services and for application development for Land Pooling Management System (LPMS) i.e. receipt of online application, scrutiny, issuance/transfer of Land Entitlement Certificates**” for the state of Haryana.

Ref: Expression of Interest (EOI) notice dated_____.

Sir,

We hereby authorized Mr/Mrs. _____ as our authorized represent us on the following occasion.

- i. Pre-bid conference to be held on _____ at _____ a.m./p.m.
- ii. Technical proposal opening on _____ at _____ a.m./p.m.

It is requested to kindly permit him/her to attend the same.

Yoursfaithfully,

Signature:

Name of Signatory:

Designation:

Rubber Stamp:

Annexure-3: Covering Letter Format

To

The Chief Administrator
Haryana Shehri Vikas Pradhikaran,
C-3, Sector 6, Panchkula, 134 109

Dated: dd/mm/yyyy

Subject: **Selection of Bank for the project “Providing Financial advisory services and for application development for Land Pooling Management System (LPMS) i.e. receipt of online application, scrutiny, issuance/transfer of Land Entitlement Certificates” for the state of Haryana.**

Ref: Expression Of Interest (EOI) notice dated [mention the date here]

Sir,

Having examined the EOI document (and the clarification/corrigendum issued thereafter, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the EOI document for the appointment of a bank for the project “**Providing Financial advisory services and for application development for Land Pooling Management System (LPMS) i.e. receipt of online application, scrutiny, issuance/transfer of Land Entitlement Certificates**” for the State of Haryana.

We attach hereto our technical proposal as required by the EOI document. We confirm that the information contained in this proposal or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to the Haryana Shehri Vikas Pradhikaran, is true, accurate, verifiable, and complete. This proposal includes all information necessary to ensure that the statements therein do not, in whole or in part, mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the EOI Document (& subsequent clarification/corrigendum, if any). We also agree that



you reserve the right in absolute sense to reject all or any of the products/services specified in the proposal.

It is hereby confirmed that I am entitled to act on behalf of the bank and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature of Authorized Signatory (with
official seal)

Name:

Annexure-4:Format for submission of particulars of interested bank

Sr.No	Description	Details (to be filled by the interested bank)
1.	Name of the bank	
2.	Official address	
3.	Phone No. and Fax No.	
4.	WebSite Address	
5.	Brief write-up about the bank	

Annexure-5: Checklist of documents to be submitted along with proposal

S.No.	Documents to be submitted	Submitted (Y/N)	Documentary Proof (Page No.)
1.	Covering letter (as per the Format provided).		
2.	Authorization letter from the bank in the name of the signatory of the proposal.		
3.	Particulars of the Bank (as per the format provided).		
4.	List of bank branches in the State of Haryana		
5.	List of clients where software solution/trading platform involving similar type of transactions, provided/facilitated by the bank or the Proposed vendor.		
6.	Copy of above cited work order & work completion/in-progress certificate from the respective clients of the bank duly signed by the signing authority (minimum 3 and maximum 6 projects).		
7.	Advisory regarding taxation issues.		
8.	Technical proposal regarding Software development for LAND ENTITLEMENT CERTIFICATE(S) management services (TMS).		
9.	Detailed CV of the software developers (2nos.) to be stationed at the Department headquarter.		

10.	Features of Dashboard.		
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Annexure-6: Allotment Criteria formula.

As per clause no. 7 (i) of the Haryana Land Pooling Policy the Development organization will issue a public advertisement through the following modes, informing the general public about the details of the project for the specified development purpose along with procedure for making an application offering land for the project for such development purpose in terms of this Policy.

Allotment Criteria (Formula):-

Share of Land Owner in terms of Land Cost = X

Share of HSVP in terms of Developed Land Cost = Y

Percentage of Saleable Area = P

$$\text{Land Owner Share} = P \times \frac{X}{(X+Y)}$$

$$\text{HSVP Share} = P \times \frac{Y}{(X+Y)}$$

} 'γ'

Multiple Factor is given above so that farmer can know the share of saleable area to be received. The share of farmers shall not be less than 30% and not more than 60% of saleable area. The detail illustration explaining allotment criteria is placed on file (**Annexure-7**).

Annexure-7: Illustration explaining allotment criteria.

Annexure-8: 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 EOI 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 "EOI Documents"), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (herein after referred to as the "Bank"), at the request of the Bidder, do hereby in terms of relevant clause of the EOI Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the EOI 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 fulfill or comply with all or any of the terms and conditions contained in the said EOI Document.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the EOI 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 fulfillment and compliance with the terms and conditions contained in the EOI 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 EOI Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding onus, 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 fulfill and comply with the terms and conditions contained in the EOI Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal asset forth in the said EOI 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 12 Months 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 in force 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 EOI 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 fulfillment and compliance with all or any of the terms and conditions contained in the said EOI 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 EOI 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 alongwith 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 authorized official.

(Signature of the Authorised Signatory)(Official Seal)

Notes:

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