



*Atal Mission for Rejuvenation  
and Urban Transformation*

## FORMULATION OF GIS-BASED MASTER PLAN

FOR MOGA  
AMRUT  
CITY IN  
PUNJAB

**REQUEST FOR PROPOSALS**



Government of Punjab  
Punjab Municipal Infrastructure Development Company  
Plot No. 3, Sector 35 A, Municipal Bhawan, Dakshin Marg, Chandigarh  
[www.pmidc.punjab.gov.in](http://www.pmidc.punjab.gov.in)

**Punjab Municipal Infrastructure Development Company  
Chandigarh**

**TABLE OF CONTENTS**



	<b>Title</b>		<b>Page No.</b>
Section 1.	Letter of Invitation .....		3
Section 2.	Terms of Reference .....		5
Section 3.	Information to Bidders .....		15
Section 4.	Prequalification .....		28
Section 5.	Technical Proposal - Standard Forms .....		31
Section 6.	Standard Form of Contract .....		44

**Punjab Municipal Infrastructure Development Company  
Chandigarh**

**Section1. Invitation**

**F. No:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

1. State Mission Directorate, Government of Punjab through Project Director PMIDC invites online tender proposal for: selection of consultant for Formulation/Up-dation of GIS-based Master Plan for 01 AMRUT City in Punjab State under the Atal Mission for Rejuvenation and Urban Transformation (AMRUT) of Ministry of Urban Development, Govt. of India. Through e-procurement on portal (<https://www.eproc.punjab.gov.in>) from reputed, qualified service providers as per RFP document. The RFP document can also be downloaded from website (<https://www.pmidc.punjab.gov.in/tenders>). Minimum eligibility criteria have been given in RFP document.

Sr.No	Name of work	Civic Status& MC Area	Estimated project cost	Earnest Money	RFP Cost + E-service fee	Project Period
1	Selection of Consultant for Updation of Notified Master Plan and to prepare the Master Plans with the support of GIS data base for the web portal for Moga City	Municipal Corporation (121.8 sq kms.)	Rs. 75,00,000/- (Tentative)	1,50,000/-	6900/-	Within 250 days

**Key Dates:-**

Sr. No.	Description	Dates & Time
1.	Release of NIT	23.02.2019
2.	Online Tender Purchase Start Date	23.02.2019
4.	Pre-Bid Meet	26.02.2019 (11.00 am)
5.	Online Tender Bid Submission End Date	01.03.2019
6.	Hard-copy in physical Submission Last Date	01.03.2019
7.	Opening of Technical Proposal	05.03.2019
8.	Financial Bid Open Date (only of technically qualified bidders)	To be decided later on

- a. Bidders are advised to study the RFP Document carefully. Submission of Bids against this RFP shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the RFP Document with full understanding of its implications.

- b. All Bidders are advised to check for any further clarifications and corrigendum related to this project at the website(<https://www.pmidc.punjab.gov.in/tendersand>(<https://www.eproc.punjab.gov.in>)
- c. The Bids will be opened in the presence of Bidder's representatives, who choose to attend, at the venue, date and time mentioned in the Key Dates.
- d. In the event of date specified for Bids opening being declared a holiday for Punjab office then the due date for opening of Bids shall be the following working day at the appointed time.
- e. Bidders are requested to submit scanned copies of following documents along with their proposals:-
- i. Proof of online deposit of RFP + E-service charges\fee (Non-Refundable) of Rs. 6900.00 (six Thousand nine hundred only)
  - ii. Proof of online deposit of Earnest Money Deposit (EMD) of Rupees One Lac fifty thousand only.
  - iii. Audited Statement of Annual Turn Over of last 3 year to be enclosed along with Annual ITR.
  - iv. Certificate of Incorporation / Registration Certificate.
- f. The complete proposals as per the RFP document shall be submitted at above mentioned schedule. For any other information may contact Sh V.P. Singh, Mob No 0172-2619168
- g. Amendments to NIT/RFP, if any, would be published on e-procurement website only, and not in newspaper(s). State Mission Directorate, Government of Punjab reserves all the rights to accept or reject any or all tenders without assigning any reasons.
2. The objective of the assignment is to prepare Draft Master Plans for 1(One) city under the Punjab Regional and Town Planning and Development Act, 1995.
3. A Bidder will be selected as per procedures described in this RFP document.
4. The RFP document contains the following sections:
- Section 1 - Invitation
  - Section 2 - Terms of Reference
  - Section 3-Information to Bidders
  - Section 4- Prequalification - Standard Forms
  - Section 5- Technical Proposal - Standard Forms
  - Section 6- Financial Proposal - Standard Forms
  - Section 7 - Standard Form of Contract

General Manager (Project)  
Cum Nodal Officer  
Phone: 0172-2619163  
Email: gm.project.pmidc@gmail.com

**Punjab Municipal Infrastructure Development Company  
Chandigarh**

**Section 2. Terms of Reference**

**Contents**

1. Introduction
2. Scope of Work
3. Deliverables/ Time / Payment Schedule
4. Other conditions of payment
5. Procedure for Monitoring & Review of the  
Assignment
6. General

## **Terms of Reference –**

### **Formulation/Up-dation of GIS-based Master Plan for 01 AMRUT cities in Punjab**

#### **1. Introduction**

1.1 The purpose of Atal Mission for Rejuvenation and Urban Transformation (AMRUT) is to provide basic services (e.g. water supplies, sewerage, urban transport, develop green spaces and parks) to households and build amenities in cities which will improve the quality of life for all, especially the poor and the disadvantaged. The major components of the Mission are to (i) ensure that every household has access to a tap with assured supply of water and a sewerage connection; (ii) increase the amenity value of cities by developing greenery and well maintained open spaces (e.g. parks); and (iii) reduce pollution by switching to public transport or constructing facilities for non-motorized transport (e.g. walking and cycling). Besides these, the Mission has identified eleven major reforms. Urban Planning and City Level Plans including Preparation of Master Plan in GIS environs is one of them. Master Plans provide the basis for infrastructure provision, effective land use management and utilization, spatial growth management, enable project planning, and urban management.

1.2 Planning response in India has generally not been able to keep pace with the rate of urbanization and formation of towns. As per information obtained from State Town & Country Planning Departments (STPD), only 24% of towns and cities have statutory master plans.

1.3 The number of urban settlements in India is increasing relatively due to rapid growth and the percentage of India's population living in urban areas is expected to increase to nearly 40% by 2026 and cross 50% by 2051. This means that a larger number of settlements, for larger percentage of population, have to be planned for urgently to ensure economic growth of the nation and well-being of the people.

1.4 Master plan of Moga AMRUT city is already notified. In order to address this requirement, the GIS-based Master Plan Formulation Scheme has been under taken as a centrally funded reform under AMRUT by the Ministry of Urban Development, to be implemented by State Governments. State Mission Directorate, Department of

Local Government is the State Nodal Agency (SNA) for implementing the scheme in the State of Punjab.

- 1.5 Accordingly, the State Mission Directorate, Government of Punjab proposes to undertake the exercise of GIS based Master Plan Formulation/Updation for the following city.

S.No.	Name of City / Town	Civic Status& MC Area	Extent of planning area (sq.km)	Date of Notification of Master Plan	Horizon Period
1	Moga	Municipal Corporation (121.8 sq kms.)	517.11	31-08-2016	2016-2031

## **1.6 Description of the Assignment**

The major components of the assignment are:

### **1.6.1 Updation of Notified Master Plan and to prepare the Master Plans with the support of GIS data base for the web portal:**

Updation of notified Master Plan of one city (Moga) for horizon period of up to 2041 as per Punjab Regional and Town Planning and Development Act, 1995 which includes demand assessment, identification of issues, projected requirements, development strategy and draft proposals on the GIS base map and sector-wise data analysis, to be done by the Bidder. The deliverables in the form of, Base maps, shape files with attributes collected from various departments and attached in the form of layers as defined in design Standards, collected data from different sources duly organized sector wise, thematic maps specified, data analysis reports, draft plan document, etc. wherever required URDPFI Guidelines, 2014 may also be referred.

### **1.6.2 Updating the Spatial Attributes Collection& Vetting of Base Map:**

The State Mission Directorate will make available the satellite data obtained from NRSC to the Bidder. In case of delay in the supply of latest satellite images by NRSC, 2011 satellite imagery will be provided to the consultant for preparation of Base Map

as per design standards and when latest Satellite images are received from NRSC, base map shall be updated by the bidder as per design standards.

The bidder will collect all spatial attributes required as per design Standards from various offices/field. Bidder can get associated with ULB/STPD for the same if required. The detail/feature if found missing in the draft base map prepared from satellite images, it shall be picked up and incorporated in the map by the bidder. The attributes collected will be attached to the base map by the bidder. A draft map will be printed by the bidder as per symbology defined in the design standards (copy annexed as Annexure). Four copies of draft base map printed on 1:4000 scales will be supplied to the competent authority/ ULB/ STPD for vetting. Corrections if any pointed out by the ULB/STPD will be incorporated by the bidder and final map will be printed by the bidder as per symbology and color scheme defined in the design standards.

As building foot print is one of the major layers for classification of land-use, therefore bidder is required to pick up each property foot print and define its subclass giving attributes as per design standards.

The satellite data from NRSC is likely to start coming to the State Mission Directorate by the start of 2019.

**1.6.3 Urban Database Creation:** Sector-wise data collection and data analysis report of 25 Socio-economic and physical and other aspects are to be done by the Bidder. Socio-economic data can be taken from SECC 2011 data and any other surveys/studies conducted under any Scheme.

An indicative format is provided for sector-wise data collection in the Design & Standards. In addition, primary surveys required for preparation of master plan and all such features which are required to be indicated in the reports/ maps are to be verified and incorporated if found missing.

## **2. Scope of Work**

2.1.1 As per the Punjab Regional and Town Planning and Development Act 1995, the relevant provisions for preparation/Updation of master plan are annexed herewith.

2.1.2 Create GIS data base as per design Standards

([http://amrut.gov.in/writereaddata/designandStandards\\_AMRUT.pdf](http://amrut.gov.in/writereaddata/designandStandards_AMRUT.pdf)).



2.1.3 Update the already published Master Plans of Moga and report with the support of GIS data base for the Web Portal. The master plan report will include, but not be limited to, the following aspects:

- i) Location, physiography, linkages, climate, regional setting
- ii) Historical background
- iii) Brief description of city, review of existing Master/ Development Plan, issues related to implementation of existing master plan, Development works of State/Centre in the LPA area etc.
- iv) Building/Property footprints including its classification and GIS data as per design standards.
- v) Spatial growth of the town & direction, incorporation of new areas
- vi) Demographic data including population (urban/ rural, ward-wise, male & female), literacy rate, growth of population, workers and non-workers, occupational structure, etc. shall be collected – as per current & past Census data.
- vii) Environment, disaster management, and related aspects.
- viii) Employment generating activities – existing and potential
- ix) Industries—existing and potential, their nature, employment etc.
- x) Commercial activities including retail and wholesale business, warehousing and go-downs, mandis, rural markets, etc.
- xi) Government and semi government offices and government reserved areas.
- xii) Educational facilities (Govt. /Private) including universities, colleges (engineering, medical, arts, science, commerce, law, etc.), schools (higher secondary, secondary, middle, primary, nursery, etc.) vocational training centers, etc.
- xiii) Medical facilities (Govt. /Private) including hospitals, dispensaries, primary health centers, veterinary, ayurvedic, homeopathic, etc.
- xiv) Social, cultural and other religious activities
- xv) Other community facilities including cremation and burial grounds
- xvi) Physical infrastructure – electricity, water supply, sewerage, solid waste management, telephone, etc.
- xvii) Recreational facilities including parks, open spaces, mela grounds and playgrounds, semi-public recreation, etc.

- xviii) Agricultural use including dairies, orchards, nurseries and reserved forests with ownership details etc.
- xix) Circulation network facilities include airport/railway stations and yards, road transport terminals, stands for buses and trucks, parking for various modes including cabs, auto-rickshaw, taxis, etc.
- xx) Proposals/ commitments by Central/ State Government, concerned Local Body, development authority, etc.), Economic zones SEZ, etc., other land based economic- development proposals.
- xxi) All vacant lands under government ownership (non-built)
- xxii) All forest lands clearly depicting forest and PLPA etc.
- xxiii) Places of tourist and heritage importance both natural and manmade including natural areas, fairs and festivals, etc.
- xxiv) Legislative and Institutional Framework, institutional structure – municipal bodies, development authority, urban improvement trust, etc.
- xxv) Action Plan, identification of projects and phasing, resource mobilization.
- xxvi) Superimposition and digitization of cadastral map to the extent of individual khasras (up to LPA area) etc.

**Note:** Layers indicated in the design Standards but not applicable in this project may be omitted with the prior approval from competent authority.

## **2.3 Spatial attribute collection and vetting of Base Map**

Base map for AOI as mentioned in the RFP at 1:4000 scale using high resolution satellite data will be prepared by the bidder. The bidder will collect all spatial attributes required as per design Standards. The bidder can associate ULB/STPD for the same. The detail/feature including building/property foot prints if found missing in the base map shall be picked up by the bidder and incorporated in the map. The attributes collected will be attached to the base map by the bidder. A draft base map will be provided by the bidder as per symbology defined in the design standards. Four copies/as required by the client of draft base map printed on 1:4000 scales will be supplied to the competent authority/ ULB/ STPD for vetting. Corrections if any pointed out by the ULB/STPD will be incorporated by the bidder and final map is

printed by the bidder as per symbology and color scheme defined in the design standards. The final map prepared as per GIS layers will be used for preparation of Master Plan.

### **Urban Database Creation**

- 2.1.4 Bidder will create Geo-data base for all the layers indicated in the Design Standards. All digital data shall be aggregated sector wise. Bidder will also survey all those features which are required as per design standards and as per the requirement of the Punjab Regional and Town Planning and Development Act, 1995 and will verify all details picked up by NRSC when provided, while preparing base map.

Urban and Socio-Economic data is to be used to study the existing situation, identification of issues and formulation of proposals and projections. An indicative format for data collection is provided in the Design & Standards, which is to be modified as per the requirement of the Punjab Regional and Town Planning and Development Act, 1995. Data analysis will be presented sector-wise, in the form of chapters in the draft Master Plan document. The final chapter structure of the Master Plan will be as per the requirement of the Punjab Regional and Town Planning and Development Act, 1995. The chapter wise report/study shall also have special reference/ proposals of environment, disaster management, drainage/flooding and other sensitive issues.

### **2.5 Updation of Master Plan upto year 2041**

The master plan proposals/updates will be in accordance with existing Regional plans and District plans, if any and will incorporate proposals of other departments of the state. eg: City mobility plan, Sanitation plan, Street vending plan, Green action plan etc. The draft amendments in the master plan will specify the revised objectives for the development of the city, if any revision is warranted.

Contents of the draft master plan document will be as per and statutory provisions of the Punjab Regional and Town Planning and Development Act, 1995, Zoning regulations, building rules and urban development policies of Punjab government and wherever required the URDPFI Guidelines may be adopted.

## **3. Deliverables, Timeline and Payment Schedule**

**3.1** The time schedule for various milestones to be achieved as under:

<b>Sr. No.</b>	<b>Stage Report</b>	<b>No. of Copies</b>	<b>No. of Days</b>	<b>Cumulative no. of Days</b>	<b>Payment Schedule</b>
i)	Inception Report	10 + Soft copy	upto10 from date of award	10	10% of the total cost would be payable on approval of Inception Report against 5% bank guarantee in addition to PBG
ii)	Spatial attribute collection & Attachment and Printing of final map on 4000 scale duly vetted and updated by the bidder. And creation of Digital database	10 + soft copy +  Digital database as per design standards	45from date of approval of Inception Report#	55 plus processing time*	20% of the total cost would be payable on approval of Base Map and above 5% Bank guarantee will be released retaining 5% PBG.
iii)	Data Analysis Report	10 + soft copy	45 from date of approval of Base Map#	100 plus processing time*	20% of the total cost would be payable on approval of Data Analysis Report
iv)	Projected Requirements, Issues & Potentials	10 + soft copy	30 from date of approval of Data Analysis Report	130 plus processing time*	10% of the total cost would be payable on approval of Data Analysis Report
v)	Draft Master Plan	25 + soft copy	60 from date of approval of Projected Requirements, Issues & Potentials	190 plus processing time*	20% of the total cost would be payable on approval of draft Master Plan
vi)	Final Master Plan	25 +	60 from the date of	250 plus processing	20% of the total cost balance on

Sr. No.	Stage Report	No. of Copies	No. of Days	Cumulative no. of Days	Payment Schedule
		soft copy	receiving feedback from the Client	time*	approval of Final Master Plan

Note: \*processing time is the time between submission of the stage report and issue of the minutes for approval/ modification of the same and would be about 15 days.

The period between the submission of stage report and its processing would not be included in the period of assignment.

#The Client will ensure that the total period for completion for the assignment does not exceed 250 days. The State Government may change and relax the duration of time allotted for various stages as per size of the city, if so required. All the digital data including imageries, GIS base map, Thematic maps specified, data analysis report, Layer wise spatial attributes etc. shall be handed over to the State Mission Directorate.

The colored hard copies of all the thematic maps for Master Plan purpose shall be provided in A0 size or as per requirement of the ULB/CERC.

**3.2** The Bidder will be required to make a presentation before the Consultancy Evaluation & Review Committee (CERC) within a week of submission of each of the above reports after it is cleared by technical committee. The observations/ suggestions of CERC will be incorporated in the next stage of submission. The period between the submission of Draft Master Plan and direction given to prepare Final Master Plan would not be included in the period of assignment for remuneration purposes.

**3.3** The payment will become due on approval of the stage reports and on raising of bills/ invoice by the Bidder after the approval of the stage report. The processing time of the payment will be 60 days for final payment and 30 days for all other payments.

#### **4. Support by Bidder after approval of Final Master Plan**

After approval of Final Master Plan, the Bidder will provide support for one year from the date of approval of Final Master Plan for the plan approval process, workshops, discussions and making presentations to various agencies/ departments, incorporating modifications if any, as and when required by the client for the publication of Master Plan. Client will also support at the time of public objections.

#### **5. Procedure for Monitoring & Review of the Assignment**

The Bidder's work will be monitored and reviewed by a Consultancy Evaluation & Review Committee (CERC) under the Chairmanship of Director, State Mission Directorate, Govt. of Punjab.

The Bidders shall submit each of the above-mentioned deliverables as per the schedule mentioned above to a technical committee formed at town level to check the technical quality and accuracy of deliverable being submitted to CERC. If data being delivered is found as per standards then it will be followed by a presentation to the CERC within a week, wherein, the CERC members shall give their comments and suggestions in the form of feedback. Subsequently, the Bidder will incorporate all such comments and suggestions in their next stage report.

**6. General**

- i.** The details about the methodology and data outputs in respect of consultancy should be worked out in the bid offer by the Bidder.
- ii.** All data collected by the Bidder shall be made available to the Client in proper organized format and this data shall remain the property of the Client.
- iii.** The data collected and the research results of the Consultancy shall not be divulged to other agencies without the explicit approval of the Client.
- iv.** All reports should be submitted in hard and soft copies. Reports should be in Microsoft Word format, maps and drawings should be in the compatible format of GIS facilities available with the Client.
- v.** Monthly Progress Report will be submitted by the Bidder to review the progress of the Study.

**Punjab Municipal Infrastructure Development Company  
Chandigarh**

**Section 3. Information to Bidders**

**1. Introduction**

1.1 State Mission Directorate, Government of Punjab, henceforth referred as Client, will select a Bidder for carrying out GIS-based Master Plan Formulation for Moga city in Punjab State under AMRUT in coordination with State Town and Country Planning Department at the local level.

1.2 Interested bidders may submit proposal for Moga:-

<b>Sr.No.</b>	<b>Name of city</b>	<b>Local Planning Area in Sq. Km.</b>
1.	Municipal Corporation, Moga	517.11

1.2.2 Separate Technical and Financial Proposals are to be submitted for the assignment in E tender.

1.2.3 The Financial Proposal shall be in the format of  $P = F \text{ minus } D$  where P is Bid Price, F is AMRUT Funding for Moga City under this Sub-scheme i.e. Rs. 75.00 lacs (inclusive of GST) and D is discount offered on F amount (F = RS. 75.00 Lacs including GST). Bidder offering highest figure 'D' amount shall be considered as L1 bidder.

**2. Method of selection**

2.1 Selection will be done on basis of 3-stage process. In the 1<sup>st</sup> stage, pre-qualification information submitted by interested Bidders in prescribed format will be evaluated. Only those who meet the pre-qualification criteria will qualify 1<sup>st</sup> stage and will be considered for 2<sup>nd</sup> stage. In the 2<sup>nd</sup> stage, Technical Proposals will be opened and evaluated and Technical scores will be given. In the third stage, Financial Proposals of those Bidders who have a technical score of 75% and above will be opened. The Bidder with the L1 bid will be called for further discussions to sign a Contract Agreement.

- 2.2 Interested Bidders are required to submit three stage documents in separate sealed covers for item (a) and (b) as specified as under:
- a) Pre-Qualification online with hard copy to be submitted before opening of technical bid
  - b) Technical Proposal online with hard copy to be submitted before opening of technical bid
  - c) Financial Proposal only online as per performa
- 2.3 Bidders must submit one original copy of Pre-Qualification and Technical Proposal along with online submission.
- 2.4 The proposals must be accompanied with proof of online transaction through online portal of non-refundable RFP cost and processing fee of Rs. 6900/- (Rupees six thousand nine hundred only)
- 2.5 The Technical Proposal should also be accompanied with a proof of online transaction through online portal of an Earnest Money Deposit of Rs. 1,50,000/- (Rs. one Lakhs fifty thousand Only).

**Refund of Earnest Money:**

- Earnest money of the successful bidders shall be refunded after the receipt of performance guarantee and signing of contract agreement.
  - Earnest money of the unsuccessful bidder (s) shall be refunded within 90 days of award of work.
  - No interest shall be paid on Earnest Money for the period it remained with the client.
  - Earnest money shall stand forfeited -
    - If the bid is withdrawn by the Bidder at any time before the validity period, or
    - If the successful bidder fails to execute the contract and/or does not execute performance guarantee within the stipulated period.
- 2.6 The (hard copy) outer and inner-envelope containing proposal should be marked clearly “Consultancy Services for GIS-based Master Plan Formulation for Moga in Punjab State under AMRUT.
- 2.7 The proposal (hard copy) to be submitted to:  
General Manager Project cum Nodal Officer, 5<sup>th</sup> floor, room no.521,



Punjab Municipal Bhawan (Department of Local Government), plot no.3 sector 35A  
Dakshin Marg, Chandigarh.

Phone: 0172-2619163. Email: ( gm.project.pmidc@gmail.com )

- 2.8 Hard copy must be submitted not later than the following date and time:

**Date 01.03.2019, Time: 1600 hrs.**

- 2.9 Proposals must remain valid 90 days after the submission date until validity extended by the Bidder. During this period, the Bidder is expected to keep available the key professional staff proposed for the assignment. The client will make the best effort to complete the tendering process within this period. If the client wishes to extend the validity period of the proposals, the Bidders may do so and those who do not agree have the right not to extend the validity of their proposals.

### **3. Pre-Bid Conference**

- 3.1 A pre-bid conference will be held in the office of State Mission Directorate, Government of Punjab (Meeting Room, 5<sup>th</sup> floor Municipal Bhawan, plot no.3 sector-35A Dakshin Marg, Chandigarh) on **26.02.2019 at 1100 hrs.** Interested Bidders are encouraged to attend the conference before submitting their proposals.
- 3.2 Clarifications concerning RFP required by the Bidders may write only, e-mail or mail before two working days of the pre-bid conference. At the address:

**General Manager Project**

**Cum Nodal Officer,**

**Phone: 0172-2619163**

**Email id: gm.project.pmidc@gmail.com,**

4. At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited Bidder, modify the RFP documents by amendment. The Client may at its discretion extend the deadline for the submission of Proposals.
5. The costs of preparing the proposal, including visit to the Client, etc., are to be borne by the Bidder.

6. Awarding the project will be in accordance with policies of Government of Punjab, including policies on corrupt and fraudulent practices.

## **7. Preparation of Proposal**

### **7.1 Pre-qualification criteria**

Interested Bidders shall submit information in the prescribed Pre-Qualification Forms provided in Section 4 of this document. Only those Bidders whose responses are found satisfactory will be considered for evaluation of Technical Proposal.

### **Technical Proposal**

- 7.2 In preparing the Technical Proposal, Bidders are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 7.2 The Technical Proposal should provide information using the Standard Forms provided in Section 5 of this document only, failing which the proposal may be summarily rejected.
- 7.3 The Technical Proposal shall not include any financial information.

### **Financial Proposal**

- 7.5 The Financial Proposal should be submitted in Standard Forms provided in Section 6 of this document only.
- 7.6 The proposal should be complete, i.e., it should list all costs associated with the Assignment.
- 7.7 The Financial Proposal should clearly identify, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the Bidders, the sub-Bidders, and their personnel.
- 7.8 The financial proposal should be prepared in Indian Rupees.

## **8. Submission, Receipt, and Opening of Proposals**

- 8.1 The original Proposal (including Technical Proposal and Financial Proposal) shall be prepared in indelible ink. Any corrections must be initialed by the person or persons who sign(s) the Proposals.
- 8.2 An authorized representative of the Bidders must put his initials on all pages of the Proposal. The representative's authorization must be accompanied written power of attorney accompanying the Proposal.
- 8.3 The original and all copies of the Pre-Qualification shall be placed in a sealed envelope clearly marked "**Pre-Qualification**".
- 8.4 Technical Proposal, including original and all copies shall be placed in a sealed envelope clearly marked "**Technical Proposal,**"
- 8.5 The completed Pre-qualification and Technical must be delivered at the submission address on or before the time and date specified. Any Proposal received after the closing time for submission of proposals shall be returned unopened.
- 8.6 Pre-qualification envelope shall be opened immediately by a Committee. If the Committee desires, the short-listed Bidders may be called for power-point presentation. The information will be evaluated. The Technical Proposal of only the qualifying Bidders will be opened after evaluation process. The Financial Proposal shall remain sealed until technical capability statement of all submitted proposals is prepared and Bidders short-listed. The Bidder's representative may opt to be present during the financial bid opening. The date will be conveyed by the Bidder to the client in advance.

## **9. Proposal Evaluation**

### **General**

- 9.1 From the time the bids are opened to the time the contract is awarded, if any Bidder wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Bidder's proposal.

## Evaluation of Pre-Qualification Forms

9.2 The authorized Committee as a whole will evaluate the Pre-Qualification Forms on the basis of their audited turnover, experience, projects executed, project experience, qualification and experience of key personnel, applying the evaluation criteria specified.

#	Pre-Qualification Criteria	Proof Document Required
1	The Bidder must be a company in India Registered under The Company's Act 1956 or a company registered abroad or LLP firms.	Certificate of Incorporation / Registration Certificate
2	Bidder should have an average annual turnover of Rs. 1 crore in each of the last three (3) financial years i.e. FY 2017-18, FY 2016-17, and FY 2015-16.  The condition does not apply to not-for-profit organisations	Copy of the Audited Profit & Loss Statement, Balance sheet and/or Copy of the letter/certificate from a Chartered Accountant regarding turnover.
3	Bidder should have positive net worth as on 31st March 2018	Copy of the Audited Profit & Loss Statement, Balance sheet and/or Copy of the letter/certificate from a Chartered Accountant regarding net worth.
4	Experience of the Bidder should not be less than 10 years  Relevant Project experience of the Bidder should not be less than 5 years	Work order along with completion certificate duly signed by concerned department/ organization and URL of the project, if available online.

#	Pre-Qualification Criteria	Proof Document Required
5	<p>Five major projects executed</p> <p>(i) In case of Moga, at least one Master Plan of a city on GIS platform should be for a city having population of not less than. 2 lacs or design population of 10 lacs.</p>	<p>Work order along with completion certificate duly signed by concerned department/ organization.</p> <p>Documents clearly showing the population/ design population of city and URL of Master Plan, if uploaded on web by the Deptt. Concerned.</p>
6	The firm should not have been blacklisted for the last 3 financial years by Local Government Department or Central Government or any State Government organization in India at the time of submission of the Bid	Declaration letter by bidder as per format given in the EOI document

### Evaluation of Technical Proposals

9.2 The authorized Sub-Committee as a whole evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria specified. Each proposal will be given a technical score. A proposal shall be rejected at this stage if it does not achieve the minimum technical score.

### 9.3 The evaluation criteria are as follows:

No.	Criteria	Total points
<b>1.</b>	<b>Specific experience of the bidding firm related to the Assignment of GIS Based Master Plans of cities</b>	<b>30</b>
a.	*Similar assignments (1 mark / assignment)	10

No.	Criteria	Total points
b.	<b>Experience and capabilities of the bidding firm</b> <b>1.Total experience in consultancy of Urban and Regional Planning- 8 marks</b> <b>Break-up of marks</b> <ul style="list-style-type: none"> <li>15 years or More than 15 years –8 marks</li> <li>10 years or More than 10 years-4 marks</li> <li>Below 10 years- 0 marks</li> </ul> <b>2.Experience in Master plan formulation using GIS database-- 12 marks</b> <ul style="list-style-type: none"> <li>One Master Plan of city on GIS platform for a city having existing population of 2 lakhs or more or design population of 10 lacs. - Marks 12</li> </ul>	20
2.	<b>Adequacy of the proposed work plan in response to ToR</b>	<b>20</b>
a.	<ul style="list-style-type: none"> <li>Understanding of the TOR – 5 marks</li> <li>Approach and Methodology suggested to meet the project timelines – 10 marks</li> <li>Risks identified and mitigation strategy – 2.5 marks</li> <li>Lessons learnt from similar engagements and extrapolation to this project – 2.5 marks</li> </ul>	

3.	<b>Qualifications and competence of the key professional staff for the assignment</b>	<b>50</b>
a.	Team Leader/Urban Planner	15
b.	GIS Expert	15
c.	Transport Planner	10
d.	Socio-economic Expert	5
e.	Infrastructure Expert	5
	<b>Total Score</b>	<b>100</b>

*\* Illustrative list of “Similar Assignments”:*

- *Generation of geospatial database for a city/ town*
- *Formulation of Master/ Development Plan using GIS database*

- *Zonal plans using GIS database*
- *Spatial Planning for New Town/ Industrial Township*
  - *Planning and implementation using GIS of urban sector projects like water supply, sewerage, etc., national highway/ metro/ similar large infrastructure projects*
  - *Formulation of Regional Plan for a region/ sub-region*
  - *City Development Plan under JNNURM*

9.4 The percent distribution of points for qualifications and competence of the key professional staff for the assignment are:

(i)	Educational qualifications	30%
(ii)	Relevant Experience for the project	70%
(iii)	For Team Leader, percent distribution of points for qualifications and competence shall be as per clause 9.5(1) mentioned in the subsequent Para below.	

9.5 The required experience of proposed key professional staff is as under:

Sl. No.	Key professional	Qualifications & Experience	On which project employed	Expected dated of completion of project	Area of Specific Expertise
1.	Team Leader/ Urban Planner	<p>Post Graduate in Urban and Regional Planning/ Urban Planning with 15 years' experience in relevant assignments. (Marks- 30%)</p> <p>Should have prepared at least 2 master plans out of which at least one Master Plan of a city on GIS platform should be for a city having population of not less than 4 lakhs or design population of 10 lacs. (Marks-50%)</p> <p>Remaining 20% marks shall be assigned for experience in other relevant assignments.</p>			<p>1.Experience in formulation of GIS based master plans,</p> <p>2.Development Plans, regional plans,</p> <p>3.SEZ-Master Plans, area plans,</p> <p>4.Zonal Plans,</p> <p>5.town planning schemes, with leadership qualities to lead the team effectively.</p>
2.	GIS Expert	<p>M.Tech/ Master in Geo-Informatics/ post graduate diploma in GIS from recognized university/diploma with 5 years' experience and should have handled at least 2 projects of GIS</p>			<p>1. Experience in developing and managing geo-databases is essential.</p> <p>2. Strong practical experience in GIS software tools like Arc Map, ERDAS and other platforms.</p> <p>3.Preparation of base maps,</p>

		based application for a city/ cities in the last 10 years.			4. Spatial attribute data collection and vetting of maps. 5. GIS data analysis and modeling tool.
3.	Transport Planner	Post Graduate in Transport Planning with 5 years' experience and should have handled at least 2 projects of transport based project for a city/ cities in the last 10 years.			1.Experience in preparation of transport plans, 2.city circulation plans, mobility plans, etc. and 3.conducting traffic and transport surveys.
4.	Socio-economic Expert	Post Graduate in Statistics/ Sociology/ Economics/ Geography with 5 years' experience and should have handled MIS data / statistical data for city/ cities in the last 10 years.			1.Experience in collection of field data and socio-economic surveys, 2.analysis of socio-economic data of cities/towns at local level, 3. Projections, creation of urban database using secondary sources.
5.	Urban Infrastructure expert	Graduate in Civil Engineering from a recognized university. With 5 years' experience and should have handled at least 2 projects of city infrastructure designing and managing projects related to water supply, Sewerage, and storm sewer for a city/cities.			1. Have a broad range of experience in Urban Infrastructure and a strong background in Public Health Engineering, especially in Water Supply and Sanitation;

#### 9.6 The minimum technical score required to pass is: 75%

**Note:** Only those firms should apply who have minimum experience as specified above in the relevant fields. For consortium, all firms must conform to this criterion.

### Public Opening and Evaluation of Financial Proposals

- 9.7 After the evaluation of Technical Proposal is completed, the Client shall notify only those Bidders who have scored 75% and above and the date and time for opening of financial proposals will be communicated to them.
- 9.8 The Financial Proposals shall be opened in the presence of the Bidders' representatives who choose to attend. The name of the Bidder, the technical scores, and the proposed amount shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the bid opening.
- 9.9 The Bidder Evaluation & Review Committee will determine whether the Financial Proposals are complete, (i.e., whether they have included the cost of all items of the



corresponding Technical Proposals, if not the client will cost them and add their cost to the initial price), correct any computational errors, etc.

9.10 The Bidder who has bid the lowest amount (L1) will be invited for discussions/ clarifications for the purpose of signing a Contract Agreement. L1 shall be the bidder, who is technically qualified and has quoted the lowest cost as per Commercial Bid format.

9.10.1 In case there is a tie for L1 due to same lowest cost quoted by two or more bidders, the bidder that has secured higher marks in the Technical Evaluation process shall be considered as L1.

9.10.2 In case sufficient numbers of bids are not received for the town then the Department reserves the right to opt for re-tendering.

## **10. Discussions/ clarifications with the successful bidder**

10.1 **Discussions/ clarifications** will be held in order to reach agreement on all points and sign a contract.

10.2 Discussions/ clarifications will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Bidder will then work out final Terms of Reference, staffing, staff-months, logistics, and reporting which will be incorporated in the Contract.

10.3 **Discussions/ clarifications** will be held at PMIDC, 5<sup>th</sup> floor Municipal Bhawan, plot no.3 sector 35A Dakshin Marg, Chandigarh on date set by mutual convenience.

## **11. Award of Contract**

11.1 The contract will be awarded after the tendering process is complete. The Client will promptly notify other Bidders that they could not qualify and return their Technical and Financial Proposals.

11.2 On award of the consultancy, the Bidder should be required to enter into an agreement with Client for the successful completion of the Consultancy as per the Terms and Reference.

11.3 The firm is expected to commence the assignment on the date and at the location specified in the Contract.

- 11.4 Termination of the Contract will be in accordance with provisions of the Para 2.6 of General Conditions of Contract. In case of dispute the matter will be referred to an arbitrator as specified by the Client.
- 11.5 The Client will provide the relevant data/reports available; list of fields for which data is available with the PMIDC/ULB is annexed as **Annexure-1**. Collecting any other data relevant to the assignment will be the responsibility of the Bidders. The Client will provide the necessary introductory letter to get information from other concerned agencies/departments, wherever applicable.
- 11.6 State Mission Directorate will have all the right to cancel/ hold the award of tender for any particular city before award of project.
- 11.7 State Mission Directorate will have all the right to rebid the tender of any city /cities.

## **12. Confidentiality**

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the proposals or to other persons not officially concerned with the process.

## **13. Other conditions of payment**

- i) No separate TA/DA would be payable in addition to Consultancy fee.
- ii) The TDS and other taxes as applicable under the law would be deducted by the Client from the amount payable as Consultancy fee.
- iii) In case of delay in the conduct of consultancy services within the time fixed or in the event of repudiation of the contract, the Client reserves the right to recover liquidated damages, including administrative expenses, for breach of contract, a sum equivalent to 0.5% (half percent) of total contractual value, which the Bidder has failed to deliver within the period fixed for delivery for each week or part thereof during which delivery is in arrears subject to an overall ceiling of 10% of the total contract price.
- iv) The successful bidder will have to provide a **Performance Bank Guarantee for 5%** of the Consultancy fee at the time of signing the Contract Agreement as per the following details:

- The guarantee is to be valid up to one year from date of approval of Draft Master Plan.
- This shall have to be furnished by the Bidder within 15 days from the date of issue of a letter accepting the offer of the assignment.
- The performance guarantee shall be submitted in the prescribed form (Section7, Appendix-F) from any scheduled commercial bank appearing in the second schedule of RBI incorporated in India.
- The Performance Guarantee Bond and/or any amendment thereto shall be executed on a stamped paper of requisite money value in accordance with Indian laws.

**Punjab Municipal Infrastructure Development Company  
Chandigarh**

**Section 4. Pre-Qualification - Standard Forms**

[Letterhead of Bidder]

To

[Name& address of Nodal Officer]

**Sub: Consultancy Services for “GIS-based Master Plan Formulation for Moga city in State under AMRUT” – Submission of Pre-Qualification**

Sir,

We, the undersigned, offer to provide the bidding services for the above assignment in accordance with your Request for Proposal vide advertisement dated [Date]. We are hereby submitting our Proposal for the GIS-based Master Plan Formulation for Moga city under AMRUT.

The Proposal contains the following documents in separate sealed envelopes:

- Pre-Qualification – original
- Technical Proposal – original
- PEN DRIVE containing editable copy (MS-Word) of Pre-Qualification and Technical Proposal

We have gone through the RFP documents and understand the terms and conditions. We understand that you are not bound to accept any proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Encl: 1. Pre-Qualification (in sealed cover)  
2. Technical (in sealed cover)

## Pre-qualification – Standard Forms

### 4A. General

1. Name of the bidding firm
2. In case of consortium, name of other partners of the consortium with details of the scope of work to be managed by the respective consortium partners
3. In case the bidding firm is a subsidiary of a larger organization, please write the name of the parent organization
4. Bidding firm's registered address in India
5. Bidding firm's address for correspondence regarding this project, including phone numbers (mention city code), fax numbers and email addresses
6. Details of the authorized signatory of the bidding firm for communication regarding this project
  - Name
  - Designation
  - Contact details of the authorized signatory
  - Office Phone (Direct Line/ Extension) Number
  - Fax Number
  - Mobile Phone Number
  - Email Id
7. Please mention the audited turnover of the Bidding Firm/ Consortium Lead in the preceding five financial years (Rs. Crores)  
FY 2015-16: \_\_\_\_\_ Cr. INR  
FY 2016-17: \_\_\_\_\_ Cr. INR  
FY 2017-18: \_\_\_\_\_ Cr. INR

**Note: Only those firms should apply whose turnover (Lead Firm as well as consortium partner separately/individually) is not less than Rs. 1Crore for each of last 3 consecutive financial years.**

### 4B. Experience of the Bidding Firm

1. Total Experience since the inception of firm (in years) :
2. Main line business :
3. Experience in consultancy (in years) :
4. Experience in consultancy in relevant field (in years) :

### 4C. Five major projects executed

Sl. no.	Name of Project	Client	Type of project	Location of Project	Value of the Project (in Rs.)	Stage of project execution	
						(completed/ under progress) as	Year of completion

						on date	
1							
2							
3							
4							
5							

#### **4D. Relevant project (Master Plan) experience of the Bidding Firm**

Sl. No	Name of City for which Master Plan prepared	Client name	Whether participated as individual bidding firm/ member of consortium	Project cost in Rs.	Stage of project execution (completed/ under progress) as on date	Existing Population of the city /Design Population of the Master Plan	Any other relevant information	URL of the Master Plan if uploaded on website
			(if member of consortium, mention the consortium lead)					

Illustrative relevant fields to be used for no.4 above:

- Generation of geospatial database for a city/ town
- Formulation of Master/ Development Plan using GIS database
- Zonal plan using GIS database
- Spatial Planning for New Town/ Industrial Township
- Planning and implementation using GIS of urban sector projects like water supply, sewerage, etc., national highway/ metro/ similar large infrastructure projects
- Formulation of Regional Plan for a region/ sub-region
- City Development Plan under JNNURM

**Note: Only those firms should apply who have minimum experience of 5 years & above in the relevant field. For consortium, all firms must conform to this criterion.**

## **Section 5. Technical Proposal - Standard Forms**

### **Contents**

- 5A. Technical Proposal Submission Form
- 5B. Firm's references
- 5C. Comments and suggestions on the Terms of Reference and on data services and facilities to be provided by the Client
- 5D. Description of the methodology and work plan for performing the assignment
- 5E. Team Composition and Task Assignments
- 5F. Format of Curriculum Vitae of proposed key professional staff and team
- 5G. Time schedule for key professional personnel
- 5H. Activity (work) schedule

## **5A. Technical Proposal Submission Form**

[Location, Date]

To

[Name& address of Nodal Officer]

**Subject: Consultancy services for GIS-based Master Plan Formulation for --- Cities in  
--- State under AMRUT – Technical Proposal**

Sir,

We, the undersigned, offer to provide the bidding services for the above assignment in accordance with your Request for Proposal vide advertisement dated [Date]for the GIS-based Master Plan Formulation for --- Cities in --- State under AMRUT.

We are hereby submitting our Technical Proposal in one envelope. The Technical Proposal is also provided in a PEN DRIVE.

We have gone through the RFP documents and understand the terms and conditions. We understand that you are not bound to accept any proposal you receive.

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory:

Name of Firm:

Address:

Encl: As above



## 5B. Firm's References

Using the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within an association, was legally contracted. In Case of Consortium, the details of the both companies need to be filled in

### 5B (i). Relevant services carried out in the last five years that best illustrate qualifications

#### Firm's Name:

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

### 5B (ii). Particulars and Experience of firm(s)

Relevant services carried out in the five projects\* similar to the assignment, considered to best illustrate experience and capabilities of the Bidder / Consortium since the inception of the Bidder firm in the format given below.

S. No.	Field of specialization	Name of Bidder	Assignment Name	Name of Client	Whether participated as individual Bidder / member of consortium, if member of consortium mention the consortium lead	Project Cost in Rs.	Stage of Project execution on ground (initiated/ in progress/ completed)	Any other relevant information
1	2	3	4	5	6	7	8	9
1								
2								
3								
4								
5								

\*Note: If the proposal is being submitted by a consortium, mention the best five relevant projects carried out by consortium or constituent firms.

Illustrative fields of specialization to be used in column 2 above:

- Generation of geospatial database for a city/ town
- Formulation of Master/ Development Plan using GIS database
- Zonal Plans using GIS database
- Spatial Planning for New Town/ Industrial Township
- Planning and implementation using GIS of urban sector projects like water supply, sewerage, etc., national highway/ metro/ similar large infrastructure projects
- Formulation of Regional Plan for a region/ sub-region
- City Development Plan under JNNURM in GIS database

**5B(iii). Experience of the Bidder**

Sl. No.	Name of Bidder / consortium	Total Experience since the inception of firm (in years)	Experience in plan formulation

**5C. (i) Comments & Suggestions of Bidders on the Terms of Reference and on Data, Services & Facilities to be provided by the Client**

On the Terms of Reference:

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

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

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

**5D. (i) Description of the Methodology & Work Plan for Performing the Assignment****5D (ii) Risk identified & Mitigation strategy****5D (iii) Lessons learnt from similar assignments and extrapolation to this project**

## 5E. Team Composition & Task Assignments

### 1. Technical/ Managerial Staff

Sl. No.	Name	Proposed Position	Total experience (years)	Relevant experience in years
1	Team Leader/Urban Planner			
2	GIS Expert			
3	Transport Planner			
4	Socio-economic Expert			
5	Infrastructure Expert			

### 2. Support Staff

Sl. No.	Name	Proposed Position	Total experience (years)	Tasks to be performed
1.				
2.				
3.				
4.				
..				
..				

## 5F. Format of Curriculum Vitae (CV) for Proposed Key Professional Staff

Proposed Position: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Name of Expert: \_\_\_\_\_  
Profession: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_  
Membership in Professional Societies: \_\_\_\_\_  
Detailed Tasks Assigned:

Key Qualifications:

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

Education:

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

Employment Record: \_\_\_\_\_

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

Languages:

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

### Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. If awarded the Contract, I undertake to work with this Firm only on this assignment.

\_\_\_\_\_  
[Signature of expert member] [Signature of authorized representative of Firm]

Date: Day/Month/Year

Full name of expert: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

**5G. Time Schedule for Key Professional Personnel**

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

Full-time: \_\_\_\_\_  
 Part-time: \_\_\_\_\_  
 Reports Due: \_\_\_\_\_  
 Activities Duration: \_\_\_\_\_  
 Signature \_\_\_\_\_ (Authorized  
 Representative): \_\_\_\_\_  
 Full Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

## 5H. Activity\* (Work) Schedule

### A. Field Investigation and Consultancy Items

Sl. No.	Item of Activity (Work)	Weeks from inception of the assignment (in the form of a Bar Chart)											
		1	2	3	4	5	6	7	8	9	10	...	Number of Weeks
1.													Subtotal (1)
2.													Subtotal (2)
3.													Subtotal (3)
4.													Subtotal (4)

### B. Completion and Submission of Reports

Sl. No.	Reports:	Programme: (Date)
1.	Inception Report	
2.	Spatial attribute collection and vetting of Base Map	
3.	Data Analysis Report	
4.	Projected Requirements, Issues & Potentials	
5.	Draft Proposals	
6.	Draft Master Plan	

\* for enabling comparison of activity schedule and costs, the items of activity should be kept uniform in all the tables





**6A. Financial Proposal Online Submission Form***(Please refer to clause 1.2.3)*

[*Location, Date*]

To

[Name& address of Nodal Officer]

**Sub: Consultancy Services for “GIS-based Master Plan Formulation for --- City in --- State under AMRUT” –Financial Proposal**

Sir,

We, the undersigned, offer to provide the bidding services for the above assignment in accordance with your Request for Proposal vide advertisement dated [Date]for the GIS-based Master Plan Formulation for MOGA City under AMRUT.

We are hereby submitting our Financial Proposal for the sum of [*Amount in words and figures*]. This amount is **exclusive** of the applicable taxes which we have estimated at [*Amount(s) in words and figures*].

The Financial Proposal contains the following documents in separate sealed envelopes:

Financial Proposal – original

Our financial proposal shall be binding upon us subject to the modifications resulting from discussions, up to expiration of the validity period of the Proposal, i.e., [Date].

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

We have gone through the RFP documents and understand the terms and conditions. We understand that you are not bound to accept any proposal you receive.

Authorized Signature:

Name and Title of Signatory:

Name of the Firm:

Address:

## 6B. Summary of Costs

Name of Town/city \_\_\_\_\_

Sl. No.	Name of Activity	Amount (Rs.)	
		In Figures	In Words
a.	Master plan formulation/Updation		
b.	Taxes and Duties		
<b>Total Remuneration**</b>			

**Total Amount of Financial Proposal:**

**Grand Total including all Taxes:**

(In Figures)

(In Words)

\*\*Remuneration includes of the resources to be deployed. Bidder should give details of the man-power to be deployed at site for carrying out the work and their charge-out rates. The same is to be filled in the format as suggested in 6C. In case the department seeks to carry out any additional work apart from the scope of work with the resources proposed in the RFP, the bidder is supposed to provide the same at a rate not more than that mentioned in 6C.


### 6C. Break-up of Remuneration per Activity

Activity No.: \_\_\_\_\_ Name: \_\_\_\_\_

Sl. No.	Names	Position	Number of resources	Unit rate	Amount (in Rs.)
	Regular Staff				
		Team Leader/Urban Planner			
		GIS Expert			
		Transport Planner			
		Socio-economic Expert			
		Urban infrastructure Expert			
	<b>Grand Total</b>				

*Note: The above form is to be filled up separately for each activity.*

## Section 6. Standard Form of Contract



*Atal Mission for Rejuvenation  
and Urban Transformation*

**GIS-BASED MASTER  
PLAN FORMULATION  
FOR  
AMRUT  
CITIES**

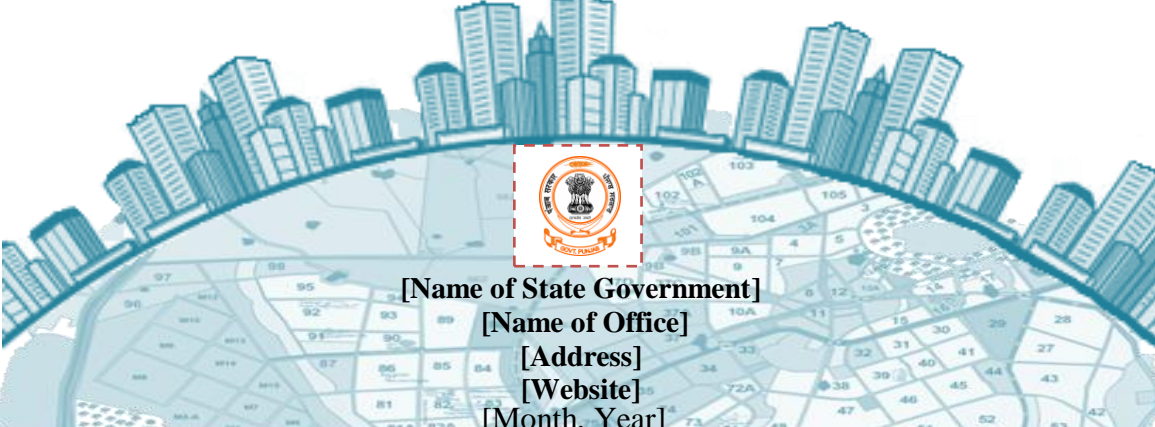
**CONTRACT FOR CONSULTANCY SERVICES FOR  
GIS-BASED MASTER PLAN OF [CITY NAME],  
[HORIZON YEAR]**

Between

[Name of State Mission Directorate]  
[Name of State Government]

And

[Name of Consultant]



[Name of State Government]  
[Name of Office]  
[Address]  
[Website]  
[Month, Year]

## CONTENTS

Section	Title	Page No.
I.	FORM OF CONTRACT	...
II.	GENERAL CONDITIONS OF CONTRACT	...
1.	General Provisions	...
1.1	Definitions	
1.2	Law Governing the Contract	
1.3	Language	
1.4	Notices	
1.5	Location	
1.6	Authorized Representatives	
1.7	Taxes and Duties	
2.	Commencement, Completion, Modification and Termination of Contract	...
2.1	Effectiveness of Contract	
2.2	Commencement of Services	
2.3	Expiration of Contract	
2.4	Modification	
2.5	Force Majeure	
2.5.1	Definition	
2.5.2	No Breach of Contract	
2.5.3	Extension of Time	
2.5.4	Payments	
2.6	Termination	
2.6.1	By the Client	
2.6.2	By the Bidders	
2.6.3	Payment upon Termination	
3.	Obligations of the Bidders	...
3.1	General	
3.2	Conflict of Interest	
3.2.1	Bidders Not to Benefit from Commissions, Discounts, etc.	
3.2.2	Bidders and Affiliates Not to Be Otherwise Interested in Project	
3.2.3	Prohibition of Conflicting Activities	
3.3	Confidentiality	
3.4	Insurance to be taken out by the Bidders	

3.5	Bidders' Actions Requiring Client's Prior Approval	
3.6	Reporting Obligations	
3.7	Documents Prepared by the Bidders to be the Property of the Client	
<b>4.</b>	<b>Bidders' Personnel</b>	...
4.1	Description of Personnel	
4.2	Removal and/or Replacement of Personnel	
<b>5.</b>	<b>Obligations of the Client</b>	...
5.1	Assistance and Exemptions	
5.2	Change in the Applicable Law	
5.3	Services and Facilities	
<b>6.</b>	<b>Payments to the Bidders</b>	...
6.1	Lump Sum Remuneration	
6.2	Contract Price	
6.3	Payment for Additional Services	
6.4	Terms and Conditions of Payment	
<b>7.</b>	<b>Settlement of Disputes</b>	...
7.1	Amicable Settlement	
7.2	Dispute Settlement	
<b>III.</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>	...
<b>IV.</b>	<b>APPENDICES</b>	...
	Appendix A — Description of the Services	...
	Appendix B — Reporting Requirements	...
	Appendix C — Key Personnel and Sub-Bidders	...
	Appendix D — Break-up of Contract Price in Indian Currency	...
	Appendix E — Services and Facilities Provided by Client	...
	Appendix F — Form of Bank Guarantee for Advance Payment	...

## I. FORM OF CONTRACT

### Lump Sum Remuneration

This CONTRACT (hereinafter called the "Contract") is made the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2018, between State Mission Directorate, Government of -----  
-(hereinafter called the Client which includes its assigns, executors & administrator), and  
M/s \_\_\_\_\_ (hereinafter called Bidders), a company  
\_\_\_\_\_, and having its registered office at  
\_\_\_\_\_ through \_\_\_\_\_, duly  
appointed its General Attorney. Certified photocopy General Power of Attorney is annexed  
herewith; Bidders include its assigns, executors and administrators.

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

“... and a consortium consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Bidders' obligations under this Contract, namely,  
\_\_\_\_\_ and \_\_\_\_\_ (hereinafter called the “Bidders”).”]

### WHEREAS

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

*\* All notes should be deleted in final text.*

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract (hereinafter called "GC");
  - (b) The Special Conditions of Contract (hereinafter called "SC");

(c) The following Appendices:

This RFP document and conditions therein shall be deemed to be part of the Contract Agreement.

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

Appendix A: Description of the Services \_\_\_\_\_

Appendix B: Reporting Requirements \_\_\_\_\_

Appendix C: Key Personnel and Sub-Bidders \_\_\_\_\_

Appendix D: Breakdown of Contract Price in INR \_\_\_\_\_

Appendix E: Services and Facilities Provided by the Client \_\_\_\_\_

Appendix F: Form of Performance Guarantee \_\_\_\_\_

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

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

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

FOR AND ON BEHALF OF State Mission Directorate, Government of -----]

By

(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF BIDDER]

By

(Authorized Representative)



## **II. GENERAL CONDITIONS OF CONTRACT**

### **1. GENERAL PROVISIONS**

#### **1.1 Definitions**

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India.
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) "Member", in case the Bidders consist of a consortium of more than one entity, means any of these entities, and "Members" means all of these entities; "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Bidders' rights and obligations towards the Client under this Contract;
- (e) "Party" means the Client or the Bidders, as the case may be, and Parties means both of them;
- (f) "Personnel" means persons hired by the Bidders or by any Sub-Bidder as employees and assigned to the performance of the Services or any part thereof;
- (g) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (h) "Services" means the work to be performed by the Bidders pursuant to this Contract as described in Appendix A; and
- (i) "Sub-Bidder" means any entity to which the Bidders subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

#### **1.2 Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Law of contract, supplemented by general conditions and special conditions annexed to this contract.

#### **1.3 Language**

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

#### **1.4 Notices**

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

#### **1.5 Location**

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

#### **1.6 Authorized Representatives**

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

#### **1.7 Taxes and Duties**

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

### **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

#### **2.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties.

#### **2.2 Commencement of Services**

The Bidders shall begin carrying out the Services after the date the Contract becomes effective.

#### **2.3 Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate with completion of the consultancy in terms of conditions of this agreement to the full satisfaction of the Client.

#### **2.4 Modification**

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

## **2.5 Force Majeure**

### **2.5.1 Definition**

For the purpose of this contract "Force Majeure" means any event or circumstance or combination of events or circumstances beyond the reasonable control of either Party including:

- i) Acts of God and nature including
  - typhoon, flood, earthquake, fire, drought, landslide, unusually severe weather condition or other natural disaster; and
  - plague or epidemic or quarantine conditions arising there from;
- ii) Air crash, shipwreck, train wrecks or failures or delays of transportation;
- iii) Strikes, lock-outs, work-to-rule actions, go-slows or similar labour difficulties other than Governmental Force Majeure that in any way have an effect on the project;

### **2.5.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### **2.5.3 Extension of Time**

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

### **2.5.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, no additional payment will be given however a time extension in the project may be given.

## **2.6 Termination**

### **2.6.1 By the Client**

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Bidders, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.6.1 and sixty (60) days' in the case of the event referred to in (e):

- (a) if the Bidders do not perform their obligations under this Contract, within thirty (30) days of receipt after being notified
- (b) if the Bidders become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Bidders are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Bidder, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

“Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract.

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

### **2.6.2 By the Bidders**

The Bidders may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2:

- (a) if the Client fails to pay any money due to the Bidders pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Bidders that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Bidders are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### **2.6.3 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Bidders:

- (a) Remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

## **2.6.4 Failure and Termination**

In case of delay in the conduct of Consultancy services within the time fixed or in the event of repudiation of the contract, the Client reserves the right to recover damage for Breach of contract as indicated below:

"To recover from the Bidder as agreed liquidated damages including administration expenses and not by way of penalty, a sum equivalent to 0.5% (half percent) of total contractual agreement, which the Bidder has failed to deliver within the period fixed for delivery for each week or part thereof during which delivery is in arrears subject to an overall ceiling of 10% of the total contract price".

## **3. OBLIGATIONS OF THE BIDDERS**

### **3.1 General**

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

### **3.2 Conflict of Interests**

#### **3.2.1 Bidders Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Bidders pursuant to Clause 6 shall constitute the Bidders' sole remuneration in connection with this Contract or the Services, and the Bidders shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Bidders shall use their best efforts to ensure that the Personnel, any Sub-Bidders, and agents of either of them, similarly shall not receive any such additional remuneration.

#### **3.2.2 Bidders and Affiliates not to be otherwise Interested in Project**

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

### **3.2.3 Prohibition of Conflicting Activities**

Neither the Bidders nor their Sub-Bidders nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

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

### **3.3 Confidentiality**

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

### **3.4 Insurance to be taken out by the Bidders**

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

### **3.5 Bidders' Actions Requiring Client's Prior Approval**

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

- (a) Entering into a subcontract for the performance of any part of the Services,
- (b) Appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-Bidders"), and
- (c) Any other action that may be specified in the SC.

### **3.6 Reporting Obligations**

The Bidders shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

### **3.7 Documents Prepared by the Bidders to be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Bidders in accordance with Clause 3.6 shall become and remain the property of the Client, and the Bidders shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Bidders may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

## **4. BIDDERS' PERSONNEL**

### **4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Bidders' Key Personnel are described in



Appendix C. The Key Personnel and Sub-Bidders listed by title as well as by name in Appendix C are hereby approved by the Client.

#### **4.2 Removal and/or Replacement of Personnel**

(a) No changes shall be made in the Key Personnel. In case it becomes incumbent to change any one of key personnel, The Bidders shall forthwith provide as a replacement a person of equivalent or better qualifications with approval of the Client.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidders shall, at the Client's written request specifying the grounds thereof, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Bidders shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

### **5. OBLIGATIONS OF THE CLIENT**

#### **5.1 Assistance and Exemptions**

The Client shall use its best efforts to ensure that the Government shall provide the Bidders such assistance and data as specified in the SC.

#### **5.2 Changes in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of services rendered by the Bidders, then the remuneration and reimbursable expenses otherwise payable to the Bidders under this Contract shall be increased or decreased accordingly and corresponding adjustments shall be made to the ceiling amounts referred to in Clause 6.2.

#### **5.3 Services and Facilities**

The Client shall make available to the Bidders the Services and Facilities listed under Appendix E.

### **6. PAYMENTS TO THE BIDDERS**

#### **6.1 Lump Sum Remuneration**

The Bidder's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-Bidders' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Bidder in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may

only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

## **6.2 Contract Price**

The price payable in local currency is set forth in the SC.

## **6.3 Payment for Additional Services**

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a break-up of the lump-sum price is provided in Appendices D and E.

## **6.4 Terms and Conditions of Payment**

Payments will be made to the account of the Bidders and according to the payment schedule stated in the SC. First payment shall not be released till the performance guarantee is executed by the Bidder. Subsequent payments shall be made in accordance with the conditions listed in the SC on submission of an invoice by the Bidders.

# **7. SETTLEMENT OF DISPUTES**

## **7.1 Amicable Settlement**

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

## **7.2 Dispute Settlement**

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

### III. SPECIAL CONDITIONS OF CONTRACT

<b>GC Clause</b>	<b>Amendments of and Supplements to Clauses in the General Conditions of Contract</b>
----------------------	---

1.6	The Authorized Representatives are:
-----	-------------------------------------

For the Client:

[name & address of Nodal Officer]

For the Bidder:

---

---

3.2.3	For a period of two years after the expiration of this Contract, the Bidders shall not engage, and shall cause their Personnel as well as their Sub-Bidders and their Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Client under this Contract, nor shall they engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Bidder also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.
-------	---

3.4	The Bidder shall ensure to cover the following risks and take the necessary coverage in this regard:
-----	--

(a)	Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Bidders or their Personnel or any Sub-Bidders or their Personnel, for the period of Consultancy;
-----	--

(b)	Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and
-----	---

3.7	The Bidders shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.
-----	---

6.2	The amount in Indian currency is Rs. _____.
-----	---

6.4	Payments shall be made according to the Para 3 of Section 2 (Terms of Reference).
-----	---

**Dispute Settlement**

Any Dispute or differences whatsoever arising between the parties out of or relating to the implementation, meaning and operation or effect of this agreement or its execution or the breach thereof shall be settled by arbitration in Chandigarh. The parties agree that the sole arbitrator shall be appointed by the Additional Chief Secretary, Local Government. Parties hereto will raise no objection to the arbitration on the ground that the Arbitrator is a Government servant that he had to deal with matters to which the contract relates or that in the course of his duties as Government servant he has expressed views on all or any of the matters in dispute or difference. It is a term of this agreement that in the event of any difficulty arising by reason of death, resignation, retirement, inability or refusing to act as arbitrator or if the award is set aside by any court for any such reason of procedure, it will be lawful for the Additional Chief Secretary, Local Government to appoint another person as arbitrator in place of the outgoing arbitrator. In every such case it shall be lawful for the new arbitrator to act upon the record of the proceedings as existent at that stage of the arbitration or to commence proceedings de-novo as the arbitrator in his discretion may decide. The provisions of Indian Arbitration and Conciliation Act, 1996 and any modification thereon shall govern the proceedings. The contract and the arbitration shall be governed by Indian Law only. The Award made in pursuance thereof shall be binding on the parties.

The Civil Courts in Chandigarh alone shall have jurisdiction to entertain any suit or matter arising out of this Agreement.

#### **IV. APPENDICES**

Appendix A — Description of the Services	...
Appendix B — Reporting Requirements	...
Appendix C — Key Personnel and Sub-Bidders	...
Appendix D — Break-up of Contract Price in Indian Currency	...
Appendix E — Services and Facilities Provided by Client	...
Appendix F — Form of Bank Guarantee for Advance Payment	...

## **Appendix A**

### **Description of the Services**

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

## **Appendix B**

### **Reporting Requirements**

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

## **Appendix C**

### **Key Personnel and Sub-Bidders**

(Refer Clause 4.1 of General Conditions of Contract)

List under:

- C-1: Names and Titles, detailed job descriptions and minimum qualifications and experience of Personnel to be assigned to work on the assignment, and staff-months for each.
- C-2 List of approved Sub-Bidders [if already available]; same information with respect to their Personnel as in C-1.
- C-3 Same information as C-1 for key local personnel.



## **Appendix D**

### **Breakdown of Contract Price in Indian Currency**

List here the elements of cost used to arrive at the breakdown of the lump sum price:

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenditures

This appendix will exclusively be used for determining remuneration for additional services.

## **Appendix E**

### **Services and Facilities Provided by the Client**

1. Existing Master Plan/ draft Master Plan, if any.
2. Maps in digital format or hard copies.
3. Any reports which are available only with the Client and relevant to the assignment.
4. Number of LPA villages and their cadastral images will be provided by the client.  
(Please inspect the available data in office hours on any working days from the client)

## Appendix F

### Form for Performance Guarantee

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.:                      Bank                      Guarantee:                      \_\_\_\_\_                      Date:  
\_\_\_\_\_

Sir,

In consideration of Government of -----, State Mission Directorate (hereinafter referred as the 'Client', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to **M/s** \_\_\_\_\_ (hereinafter referred to as the 'Bidder' which expression shall unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Client's Contract Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ and the same having been unequivocally accepted by the Bidder, resulting in a Contract valued at Rs. \_\_\_\_\_ (in words and figures) for **GIS-based Master Plan Formulation for --- Town in --- State under AMRUT** (hereinafter called the 'Contract') and the Client having agreed to make payment to the Bidder for performance of the above Contract as per the contract for consultancy service against Bank Guarantee to be furnished by the Bidder as security for the performance of the Bidder's obligation and/ or discharge of the Bidder's liabilities under / and/or in connection with the said contract.

We (Name of Bank) having its Head Office at \_\_\_\_\_ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand in writing all amounts demanded by the Client with reference to this guarantee/undertaking to the extent of Rs. \_\_\_\_\_ aforesaid at any time (up to 20% of the contract amount) without any demur, reservation, contest, recourse or protest and/or without any reference to the Bidder. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee. And the Bank hereby further agrees as follows:

1. This Guarantee/Undertaking shall be a continuing Guarantee/Undertaking and shall remain valid and irrevocable for all claims of the Client and liabilities of the Bidder arising up to and until 12 months from the date of the approval of the [*Master Plan*] on consultancy services provided by the Bidder provided that the Bank shall upon the written request of the Client made within in 6 (six) months of the said date extend this Guarantee/Undertaking by a further 6 (six) months from the said date, within which the Client may make a demand hereunder.

2. This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that the Client may now or at any time have in relation to the Bidder's obligation/liabilities under and/or in connection with the said contract and the Client shall have full authority to take recourse to or reinforce this security in preference to the other security (ies) at its sole discretion, and no failure on the part of the Client in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.

3. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Bidder.

4. Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reasons of any dispute or disputes having been raised by the Bidder (whether or not pending before any Arbitrator, Officer, Tribunal or Court) or any denial of liability by the Bidder or any other order or Communication whatsoever by the Bidder stopping or preventing or purporting to stop or prevent any payment by the Bank to the Client in terms hereof.

5. Notwithstanding anything contained herein:

(a) The Bank's liability under this Guarantee/Undertaking shall not exceed Rs. \_\_\_\_\_.

(b) This Guarantee/Undertaking shall remain in force upto 12 months from the date of approval of the [*Master Plan*] by the Client.

6. The Bank hereby declares that Shri \_\_\_\_\_(name & designation of the person authorized to sign on behalf of the Bank) is authorized to sign this Guarantee/Undertaking on behalf of the Bank and to bind the Bank thereby.

Yours faithfully,

(Signature)

Name & Designation

Name of the Bank

### Annexure-1

List of fields for which data is available with the PMIDC/ULB:

S.No.	Layer Name & Description	Department	Format	Area of Coverage
1.	Road Network	To be sourced from PR&BDB. Available in form of shape files. Data is maintained and updated by the department.	GIS Database	Data available till LPA boundaries
2.	Water & Sewerage network	AutoCAD files with the pipeline network are available for all the cities with the department.	AutoCAD	Data available till MC boundaries
3.	Electricity Network	All assets of PSPCL & PSPTCL are available in GIS enabled format.	GIS Database (ArcGIS)	Data available till LPA boundaries
4.	Building Footprints	Available for Moga on GIS platform.	GIS Database	Data available till MC boundaries
5.	Cadastral Layer	Has been collected for all the cities, is available as Georeferenced shape files. Details given in <b>Annexure-1A</b>	Hardcopy Sheets & GIS Database	Data available till LPA boundaries
6.	Railway Network	To be shared by PR&BD in shape file format.	GIS Database	Data available till LPA boundaries
7.	Elevation Model/ Contours	Publicly available as 30 meter resolution SRTM data.	DEM (Digital Elevation Model)	Data available till LPA boundaries
8.	Existing Land Use Plan	Available with Deptt. Of Housing and Urban Development for Moga.	GIS	LPA

### **Data w.r.t. Cadastral Layer**

<b>S.No.</b>	<b>City</b>	<b>Villages Digitized</b>	<b>Total villages in LPA</b>
1.	Moga	57	68