



*Atal Mission for Rejuvenation
and Urban Transformation*

FORMULATION OF GIS-BASED MASTER PLAN

FOR 16
AMRUT
CITIES 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

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Section1. Invitation

F. No: 7916

Dated: 31/08/2017

1. State Mission Directorate, Government of Punjab invites Request for Proposal for Formulation/Updation of GIS-based Master Plan for 16 AMRUT cities in Punjab State under the Atal Mission for Rejuvenation and Urban Transformation (AMRUT) of Ministry of Urban Development, Govt. of India.

2. The objective of the assignment is to prepare draft Master Plans for 16 (sixteen) cities 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
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Email: gm.project.pmidc@gmail.com

Section 2. Terms of Reference

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1. Introduction
2. Scope of Work
3. Deliverables/ Time / Payment Schedule
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5. Procedure for Monitoring & Review of the Assignment
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Terms of Reference –

Formulation/Updation of GIS-based Master Plan for 16 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 landuse 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 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, as well as a larger percentage of population, has to be planned for urgently to ensure economic growth of the nation and well-being of the people.
- 1.4 In the State of Punjab, Master plans of 15 AMRUT cities are already notified and master plan of Barnala is under process. In order to address this requirement, the GIS-based Master Plan Formulation Scheme is to be taken up as a centrally funded reform for 500 AMRUT cities 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 16 cities.

Sl.No.	Name of City / Town	Civic Status	Extent of planning area (sq.km)	Date of Notification	Horizon Period
1	Amritsar	Municipal Corporation	1362.7	10-12-2010	2010-2031
2	Bathinda	Municipal Corporation	571.54	25-5-2010	2009-2031
3	Hoshiarpur	Municipal Corporation	101.18	24-8-2011	2009-2031
4	Jalandhar	Municipal Corporation	781.59	23-8-2010	2009-2031
5	Ludhiana	Municipal Corporation	1271.22	12-9-2008	2007-2031

6	Moga	Municipal Corporation	517.11	31-08-2016	2016-2031
7	Pathankot	Municipal Corporation	312.91	08-11-2012	2010-2031
8	Patiala	Municipal Corporation	490.33	23-08-2016	2009-2031
9	SAS Nagar	Municipal Corporation	166.74	12/15-12-2008	2006-2031
10	Abohar	Municipal Council	804.24	19-4-2010	2009-2031
11	Barnala	Municipal Council	332.78		
12	Batala	Municipal Council	165.7044	04-04-2013	2010-2031
13	Firozpur	Municipal Council	184.66	02-07-2015	2011-2031
14	Khanna	Municipal Council	249.63	11-02-2011	2010-2031
15	Malerkotla	Municipal Council	146.32219	29-06-2015	2011-2031
16	Muktsar	Municipal Council	422.27	02-07-2015	2010-2031

1.6 Description of the Assignment

The major components of the assignment are:

- 1.6.1 Updation of Notified Master Plan and prepare the Master Plans with the support of GIS data base for the web portal:** Updation of notified Master Plan of city 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, collected data from different sources, 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 draft base map of the city obtained from NRSC to the Bidder for value addition by collecting spatial attributes as per Design & Standards. The draft base maps are to be sent back to NRSC to incorporate the attributes collected by the Bidders on GIS database and generate draft final base maps. NRSC, after incorporating spatial attributes, will send the final maps generated to the competent authority/ ULB/ STPD for vetting, after which the final base maps will be generated which will be used as an input for plan Updation. The satellite data prepared by NRSC is likely to start coming to the State Mission Directorate by the end of October, 2017-December, 2017.
- 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. An indicative format is provided in the Design & Standards (copy annexed herewith). In addition, primary surveys such as land-use survey, traffic & transport survey, household surveys, etc. are required to be undertaken as required under the relevant acts.

2. Scope of Work

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

2.2 Update and prepare the already published Master Plans 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
- iv) Spatial growth of the town & direction, incorporation of new areas
- v) 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.
- vi) Employment generating activities – existing and potential
- vii) Industries – existing and potential, their nature, employment etc.
- viii) Commercial activities including retail and wholesale business, warehousing and godowns, mandis, rural markets, etc.
- ix) Government and semi government offices and government reserved areas.
- x) Educational facilities (Govt. /Private) including universities, colleges (engineering, medical, arts, science, commerce, law, etc.), schools (higher secondary, secondary, middle, primary, nursery, etc.) vocational training centres, etc.
- xi) Medical facilities (Govt. /Private) including hospitals, dispensaries, primary health centres, veterinary, ayurvedic, homeopathic, etc.
- xii) Social, cultural and other religious activities
- xiii) Other community facilities including cremation and burial grounds
- xiv) Physical infrastructure – electricity, water supply, sewerage, solid waste management, telephone, etc.
- xv) Recreational facilities including parks, open spaces, mela grounds and playgrounds, semi-public recreation, etc.
- xvi) Agricultural use including dairies, orchards, nurseries, reserved forests, etc.
- xvii) Circulation network facilities including airport/railway stations and yards, road transport terminals, stands for buses and trucks, parking, etc.
- xviii) Proposals/ commitments by Central/ State Government, concerned Local Body, development authority, etc.)
- xix) All vacant lands under government ownership (non-built)
- xx) All forest lands clearly depicting forest and PLPA
- xxi) Places of tourist and heritage importance both natural and manmade including natural areas, fairs and festivals, etc.
- xxii) Legislative and Institutional Framework, institutional structure – municipal bodies, development authority, urban improvement trust, etc.
- xxiii) Action Plan, identification of projects and phasing, resource mobilization.
- xxiv) Superimposition and digitization of cadastral map to the extent of individual khasras.

2.3 Spatial attribute collection and vetting of Base Map

The NRSC will provide a draft base map at 1:4000 scale using high resolution satellite data. To provide authenticity to the information provided by NRSC, value-addition of spatial

features will be done through collection of attributes and the same will be vetted by ULBs/ STPD for further usage. The layer-wise spatial attributes as per the Performagiven in Design & Standards will be collected from the field by the Bidder/ officials of concerned department and provided to NRSC for incorporation so that the draft final base map can be generated which can be used as input to the plan updation. The prospective/vendors will be bound to collect and document the existing GIS data and digital survey available with ULBs and other departments (copy annexed herewith). So as there is no duplicity of work.

2.4 Urban Database Creation

Urban and socio-economic data is to be used to study the existing situation, identification of issues and formulation of proposals and projections. While most of the data to be collected is secondary, some crucial data may be required to be collected from primary surveys. 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.

Databases to be created and surveys to be conducted – including land-use survey, socio-economic, traffic and transport and other surveys will be as per the requirement of the Punjab Regional and Town Planning and Development Act, 1995.

2.5 Updation of Master Plan FOR THE YEAR 2031

The master plan proposals 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, Smart city plan, Street vending plan etc.

The draft master plan will specify the aims and objectives for the development of the city. 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:

Sr. No.	Stage Report	No. of Copies	No. of Days	Cumulative no. of Days	Payment Schedule
i)	Inception Report	10 + Soft copy	upto 15 from date of award	15	10% of the total cost would be payable on approval of Inception Report
ii)	Spatial attribute collection and vetting of Base Maps	10 + soft copy	100 from date of approval of Inception Report#	115 plus processing time*	20% of the total cost would be payable on approval of Base Map
iii)	Data Analysis Report	10 + soft copy	120 from date of approval of Base Map#	235 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	45 from date of approval of Data Analysis Report	280 plus processing time*	10% of the total cost would be payable on approval of Data Analysis Report

Sr. No.	Stage Report	No. of Copies	No. of Days	Cumulative no. of Days	Payment Schedule
v)	Draft Master Plan	25 + soft copy	60 from date of approval of Projected Requirements, Issues & Potentials	340 plus processing time*	20% of the total cost would be payable on approval of draft Master Plan
vi)	Final Master Plan	25 + soft copy	60 from the date of receiving feedback from the Client	400 plus processing time*	20% of the total cost balance on 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 30 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 24 months. 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.

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. 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 tentative composition of the Committee will be as follows:

i.	CEO PMIDC – cum – Mission Director	Chairman
ii.	Chief Town Planner, Town and Country Planning Department, Punjab	Member
iii.	Chief Town Planner, Local Government Department, Punjab	Member
iv.	Chief Engineer, Public Works Department, Punjab	Member
v.	Chief Engineer, Local Government Department, Punjab	Member
vi.	Representative of TCPO	Member
vii.	Commissioner Municipal Corporation or Executive offices Municipal Council, as the case may be	Member - Convener

The Bidders shall submit each of the above-mentioned deliverables as per the schedule mentioned above. This 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.
- iv) Monthly Progress Report will be submitted by the Bidder to review the progress of the Study.

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 16 Cities in Punjab State under AMRUT in coordination with State Town and Country Planning Department at the local level.
- 1.2 Interested bidders may submit proposals for the following groups:-

Groups	Name of city	Local Planning Area in Sq. Km.	Total Planning Area group wise
Group-I	Municipal Corporation Amritsar	1362.7	1362.7
Group-II	Municipal Corporation Ludhiana	1271.22	1271.2
Group-III	Municipal Corporation Pathankot; and	312.91	1361.65
	Municipal Corporation Jalandhar	781.59	
	Municipal Corporation Hoshiarpur	101.18	
	Municipal Council Batala	165.7044	
Group-IV	Municipal Corporation Bathinda	571.54	1375.7
	Municipal Council Abohar	804.24	
Group-V	Municipal Corporation Patiala	490.33	1239.33
	Municipal Corporation SAS Nagar	166.74	
	Municipal Council Barnala	332.78	
	Municipal Council Khanna	249.63	
Group-VI	Municipal Corporation Moga	517.11	1270.33
	Municipal Council Malerkotla	146.32219	
	Municipal Council Firozpur	184.66	
	Municipal Council Sri Muktsar Sahib	422.27	

- 1.3 One Bidder shall not be allotted more than four cities as per the above group distribution.

- 1.4 Separate technical and financial Proposals are to be submitted for each group.
- 1.5 Proposals should be submitted in English.

2. Method of selection

2.1 Selection will be done on basis of 3-stage process. In the 1st stage, pre-qualification information submitted by interested Bidders in prescribed format will be evaluated. Only those who meet the pre-qualification criteria will qualify 1st stage and will be considered for 2nd stage. In the 2nd 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 specified as under:

- a) Pre-Qualification
- b) Technical Proposal
- c) Financial Proposal

2.3 Bidders must submit one original and two additional copies of Pre-Qualification, Technical Proposal and Financial Proposal along with soft copies.

2.4 The proposals must be accompanied with a non-refundable processing fee of Rs. 5000/- (Rupees five thousand only) for each group in the form of a bank draft drawn in favour of State Mission Directorate, Government of Punjab, payable at Chandigarh.

2.5 The Technical Proposal should be accompanied with an Earnest Money Deposit (refundable for all non-successful bidders) of Rs. 5,00,000/- (Rs. Five Lakh Only) in the form of bank draft drawn in favour of State Mission Directorate, Government of Punjab, payable at Chandigarh.

Refund/Adjustment of Earnest Money:

- Earnest money of the successful bidder(s) shall be refunded with the final payment to the Bidder.
 - 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 outer and inner envelope containing proposal should be marked clearly “Consultancy Services for GIS-based Master Plan Formulation for group (City/ies) in Punjab State under AMRUT” and super-scribing the names of the Cities.
- 2.7 The proposal to be submitted to:
General Manager Project cum Nodal Officer, 5th floor, room no.518,

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 Proposals must be submitted not later than the following date and time:
Date: 22-09-17 Time: 4.30 pm.

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 on 11-09-2017 at 11:00am in PMIDC, the office of State Mission Directorate, Government of Punjab (5th floor Municipal Bhawan, plot no.3 sector 35A Dakshin Marg, Chandigarh). 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: 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 Bidder initials all pages of the Proposal. The representative's authorization is confirmed by a 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," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "Financial Proposal" and warning: **"Do Not Open with the Technical Proposal."** Technical and Financial envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the title **"Technical and Financial Proposal"**. This envelope along with Pre-Qualification envelope will be placed in another envelope, sealed and clearly showing the name of the assignment, the submission address, and town for which the proposal is submitted.
- 8.5 The completed Pre-qualification, Technical and Financial Proposal 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 After the deadline for submission of proposals the Pre-qualification envelope shall be opened immediately by the Consultancy Evaluation & Review Committee (CERC). If the CERC

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 Consultancy Evaluation & Review Committee (CERC) 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 2015-16, FY 2014-15, and FY 2013-14. 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 2016	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 Bidders should not be less than 10 years	Work order along with completion certificate duly

#	Pre-Qualification Criteria	Proof Document Required
	Relevant Project experience of the Bidders should not be less than 5 years	signed by concerned department/ organization
5	Five major projects executed 1. At least one assignment on GIS platform should be for a city having population of not less than 5 lakh	Work order along with completion certificate duly signed by concerned department/ organization
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 Consultancy Evaluation & Review Committee (CERC) 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
1.	Specific experience of the bidding firm related to the Assignment	20
a.	Similar assignments (1 marks / assignment)	10
b.	Experience and capabilities of the bidding firm 1. Total experience in consultancy ≥ 10 (More than 15 years – 4 marks 10 year- 2 marks Below 10- 0) 2. Experience in plan formulation using GIS database -- 6 marks (More than 10 years -6 marks 5-10 years-4marks Less than 5- 0 marks)	10
2.	Adequacy of the proposed work plan in response to ToR	30
a.	<ul style="list-style-type: none"> Understanding of the TOR – 10 marks Approach and Methodology suggested to meet the project timelines – 10 marks Risks identified and mitigation strategy – 5 marks Lessons learnt from similar engagements and extrapolation to this project – 5 marks 	
3.	Qualifications and competence of the key professional staff for the assignment	50
a.	Team Leader/Urban Planner	15

b.	GIS Expert	15
c.	Transport Planner	10
d.	Socio-economic Expert	5
e.	Infrastructure Expert	5
	Total Score	100

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%

9.5 The minimum required experience of proposed key professional staff is:

Sl. No.	Key professional	Qualifications	Area of Specific Expertise
1.	Team Leader/ Urban Planner	Post Graduate in Urban and Regional Planning with 15 years’ experience and should have prepared at least 2 master plans out of which minimum one should be of a city having 10 lakh population. The experience of the last 10 years shall only be counted.	1.Experience in formulation of master plans, 2.Development Plans, regional plans, 3.SEZ-Master Plans, area plans, 4.Zonal Plans, 5.town planning schemes, with leadership qualities to lead the team effectively.
2.	GIS Expert	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 based application for a city/ cities in the last 10 years.	1.Experience in developing and managing geo-databases is essential. 2. Strong practical experience in GIS software tools like ArcMap, ERDAS and other platforms. 3.Preparation of base maps, 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.

Sl. No.	Key professional	Qualifications	Area of Specific Expertise
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 arecognized university. with 5 years' experience and should have handledat least 2 projects of city infrastructuredesigning 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%

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 by the CERC 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 costed 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 (Cost per group) as per Commercial Bid format.

9.10.1 In case there is a tie for L1 due to same lowest cost quote (Cost per city) from two or more bidders, the bidder that has secured higher marks in the Technical Evaluation process shall be considered as L1.

9.10.2 L2, L3, L4, etc. shall be selected as per the same procedure described above as per the increasing order of commercial quote.

9.10.3 In case the same bidder is getting selected as L1 in more than 1group, the award of the work to the bidder will be based on the preference submitted by the Bidder. As per the preference, group will be allotted to this bidder.

9.10.4 In this case, for the award of work in remaining Group, all other technically qualified bidders with commercial offer for that group would be invited (in sequence L2, L3, and so on) to match the L1 rates and get selected.

First, L2 will be given a chance to match L1 rate. In case L2 is not interested, then L3 will be asked to match L1 rates. Only 1 bidder at a time will be given a chance to match L1. In case the bidder asked to match rates is not ready, then the chance will be given to the next lowest bidder.

In case no other bidder is ready to match L1 rates, the RFP will be processed for re-tendering. Department reserves the right to negotiate the rates with successful bidders in case the rates obtained are found unreasonable by the department.

The preference list (for carrying out the work) submitted by the bidder as a part of technical bid submission to any of the 6 groups will be considered for award of work.

In case sufficient number of bids are not received for any particular group(s), then the Department reserves the right to opt for re-tendering only for that specific group(s).

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, 5th 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. 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 group of city /cities 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 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 upto 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 (Section 7, 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.
 - No other form of Guarantee shall be acceptable.

\

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 --- Cities 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 --- Cities in --- State under AMRUT.

2. The Proposal contains the following documents in separate sealed envelopes:

Pre-Qualification – original + 2 copies

Technical Proposal – original + 2 copies

Financial Proposal – original + 2 copies

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

3. 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. Demand Draft of Rs. -----/- towards processing fee
3. Technical & Financial Proposal (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 2013-14: _____ Cr. INR

FY 2014-15: _____ Cr. INR

FY 2015-16: _____ Cr. INR

Note: Only those firms should apply whose turnover (Lead Firm as well as consortium partner separately/individually) is not less than Rs. 1 crore 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	
1						(completed/ under progress) as on date	Year of completion
2							
3							
4							
5							

4D. Relevant project experience of the Bidding Firm

Sl. No	Title of the project	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	Any other relevant information
			(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 whose have not less than 5 years' experience 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 and Demand Draft of Rs. -----/- towards Earnest Money in one envelope and a Financial Proposal sealed under a separate envelope. The Technical Proposal is also provided in a PEN DRIVE.

The Proposal contains the following documents in separate sealed envelopes:

Technical Proposal – original + 2 copies+ DD

Financial Proposal – original + 2 copies

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 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 specialisation	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. 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. Description of the Methodology & Work Plan& Preference of groups
for Performing the Assignment
Write-up on the topic “Master/ Development Plan Formulation in India”**

5E. Team Composition & Task Assignments

1. Technical/ Managerial Staff

Sl. No.	Name	Proposed Position	Total experience (years)	Relevant experience in years
1. 2. 3. 4.				

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

Section 6. Financial Proposal - Standard Forms

Contents

- 6A. Financial Proposal Submission Form
- 6B. Summary of Costs
- 6C. Breakdown of Remuneration per Activity

6A. Financial Proposal Submission Form

[Location, Date]

To

[name & address of Nodal Officer]

Sub: Consultancy Services for “GIS-based Master Plan Formulation for --- Cities 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 --- Cities in --- State 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 + 2 copies

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

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

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 manpower 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			
	Grand Total				

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

Section 7. Standard Form of Contract



*Atal Mission for Rejuvenation
and Urban Transformation*

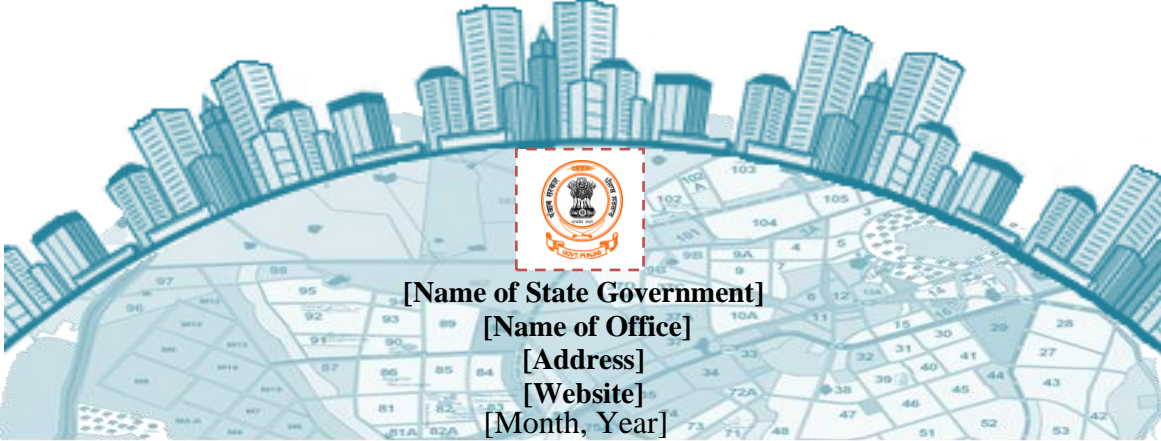
**GIS-BASED MASTER
PLAN FORMULATION
FOR
AMRUT
CITIES**

**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]**

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I. FORM OF CONTRACT

Lump Sum Remuneration

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 2015, 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 therefrom;
- 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 Change 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

GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
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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 coverages 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).

7.2 **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.

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 (upto 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 upto 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

Provisions

No.

Dated:

Copy To

1.

Dated:

**General Manager Project
Cum Nodal Officer**