



Request for Proposal  
for  
**setting up**  
**Programme Management Unit**  
in  
Panchkula Metropolitan Development  
Authority, Haryana



**Issued by:**

**Panchkula Metropolitan Development Authority (PMDA)**

Panchkula Metropolitan Development Authority Sector-3,

Panchkula-134109

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## Disclaimer

This RFP for “*setting up City Transformation Management Unit*” (‘the Project’) contains brief information about the Project and scope of work for the prospective Applicant. The purpose of RFP is to provide the Applicant with information to assist the formulation of their response. While all efforts have been made to ensure the accuracy of information contained in this RFP document, this document does not contain all the information required by the Applicant. The Applicants are encouraged to conduct their own independent assessment, investigations, and analysis; and check the reliability, accuracy, and completeness of the information at their end and obtain an independent advice from relevant sources as required before submission of their response.

Panchkula Metropolitan Development Authority (‘the Authority’) and any of its employees or advisors shall incur no liability under any law, statute, rules, or regulations as to the accuracy or completeness of the RFP document. The Authority reserves the right to change any or all conditions/ information set in this RFP document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason thereof.

The Authority reserves the right to accept or reject any or all applications without giving any reasons thereof or annul the bid process. The Authority will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the applications to be submitted in terms of this RFP Document.



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## 1. Data Sheet

1	Name of the RFP	Request for Proposal (RFP) for setting up City Transformation Management Unit
2	Time Period of Project	24 months
3	Method of Selection	QCBS (80% Technical and 20% Financial)
4	Performance Guarantee	INR 5,00,000/-
5	Earnest Money Deposit (EMD)	Refundable amount of INR 1,00,000/-incl. tax/GST etc.
6	RFP processing fee	Non-refundable fee of INR 10,000 + GST 18%
7	Name of the Authority and address for clarification / queries	CEO, Panchkula Metropolitan Development Authority Sector-3, Panchkula-134109 Contact: _____ E-mail: ceopmda@gmail.com
8	Payments Details	XXXXX
9	Proposal Validity Period	180 days from proposal due date
10	Bid Upload date	XX August 2025
11	Proposal Start date	XX August 2025
12	Pre-Bid Conference	XX August 2025
13	Proposal End Date	XX August 2025
14	Opening of Technical Bids	XX August 2025
15	Opening of Financial Bids	To be communicated
16	Date of Presentation	To be Communicated
17	Consortium/JV	Not allowed



## 2. Terms of Reference

### 2.1 Introduction

Panchkula is a city and district headquarter in the Panchkula district in Haryana, India. It is a satellite town of the state capital Chandigarh. Panchkula shares its border city with Punjab, Chandigarh and Himachal Pradesh. Spread over approximately 80 sq. km of urban area within a district area of 898 sq. km, Panchkula lies at the foothills of the Shivalik range. It is approximately 4 km southeast of Chandigarh, 105 km southwest of Shimla, 44 km from Ambala and 259 km northeast of New Delhi, the national capital. The city hosts the Chandimandir Cantonment, the headquarters of the Western Command of the Indian Army. Mata Mansa Devi Mandir, which is one of the most prominent temples in North India is situated in Panchkula.

The Panchkula Metropolitan Development Authority (PMDA) has been established by the Haryana Act No. 23 of 2021 vide notification dated 09.09.2021, to develop a vision for continued, sustained and balanced growth of the Panchkula Metropolitan Area, spread across 388.06 sq.km, and includes Panchkula, Pinjore, Kalka and Barwala as main towns. The Panchkula Metropolitan area includes 143 villages with population of 5.61 lakh according to 2021 census which is projected to be 7.20 lakh by 2031.

The PMDA will provide for integrated and coordinated planning, infrastructure development, provision of urban amenities, social, economic and industrial development of the area, better traffic management, transport infrastructure, and sustainable management of urban environment. It will help in the generation of employment opportunities, which will lead to a better standard of living for the people in the area. The PMDA will work in coordination with other authorities such as the Haryana Shehri Vikas Pradhikaran, Haryana State Industrial and Infrastructure Development Corporation, and Municipal Corporation Panchkula etc.

The Authority is planning to set up a City Transformation Management Unit (CTMU), to support on various urban planning reforms, capacity building and other development related initiatives. The CTMU would be supporting the authority relating to all works under its purview. The CTMU shall provide technical support, analysis, recommendations and support to improve the authority's efficiency, effectiveness, monitoring day-to-day functioning, and conceptualizing key projects for PMDA and other Government bodies attached to the department.



## 2.2 Scope of Work for the Consultant

PMDA intends to hire consultants with the objective to drive operational efficiencies in their work delivery through optimizing the internal processes and support in enhancement of key (*ongoing and upcoming*) projects of the Authority.

The selected consultants will deploy a team of **6 resources** to undertake the following activities:

1. Consolidate and compile a master-list of ongoing activities/projects in consultation with PMDA.
  - i. Monitor the progress of all identified ongoing activities/projects against agreed milestones, after study of the signed agreements.
  - ii. Create a baseline assessment report while assessing the roles and responsibilities under relevant Acts viz-a-viz the works/ tasks/ actions taken by the Department, mark the progress of the Department under each sector and identify the areas of improvement.
  - iii. Leverage and provide program monitoring and implementation support for schemes by Central Government or State Government.
  - iv. Design a reporting template for selected interventions/activities/projects.
  - v. Identify area of optimisation based on inference from regular reporting.
2. Understand the user/activity landscape of PMDA and the various methods through which the projects are identified and further executed by the Authority.
  - i. Collate a list of key initiative that can be taken into consideration for proposal, in consultation with the Authority.
  - ii. Preparation of concept note/summary/presentations for proposal of the shortlisted initiatives for better understanding of the tentative components, tentative site, project phasing, development model etc.
  - iii. CTMU shall carry out the desktop research of the leading sustainable urban planning practices/ regulations.
  - iv. Provide innovative ideas/ solutions for PMDA with citizen centric approach. Prepare a roadmap and implementation plan for the same.
  - v. User experience enhancement projects may include:



- a) User journey/ experience analysis of urban spaces, services, functions etc.
  - b) Concept planning for enhanced user experiences, which includes:
    - Tactical urbanism initiatives including beautification/ redevelopment of public spaces, neglected spaces, streets & recreational areas including parks, green belts, canals etc.
    - Conceptual designs for redevelopment of existing projects
  - c) Formulation of new processes, services, or functions for enhanced user experience.
  - d) Horticulture and landscape enhancement.
  - vi. Open innovation competitions.
  - vii. Prepare a sustainable concept plan for Panchkula Urban Development keeping in view the potential future population growth & expansion of the city.
  - viii. Prepare concepts on inter and intra city connectivity, economic activities, resources, industrial development, business districts, markets/ trading centres, and their integration as a layer in the existing development plan.
3. Review the scope of existing urban planning projects and suggest improvement areas w.r.t. performance improvement, sustainability, socio-cultural aspects etc.
- i. Support in monitoring, and review of roadmap of master plan/ zonal plan, local plans, development plans, etc.
  - ii. Assistance in identification of tentative implementation model.
  - iii. Assistance in presentation to a competent approval committee.
  - iv. Support in program monitoring and implementation support for schemes (like Town Planning Scheme, LAP, etc.) by Central Government or State Government as per relevant act / bylaws.
  - v. Prepare concepts on integration of Horticulture, city beautification works, water bodies, green public spaces, urban forest, lakefronts, riverfronts, canal fronts, place making, etc.
4. Review of manual processes, existing business processes and information flow/approval matrix, as per requirement of PMDA officials.
- i. Baseline study, to-be proposal, Gap Analysis and Standard Operating Procedure preparation



- ii. Suggest processes which leads to enhanced service delivery from PMDA and improve the external image
  - iii. Identify areas of processes wherein various tools and technologies may be utilised to prepare a comprehensive solution
  - iv. Assist in Planning and developing mechanisms to recover EDC/ fees/ charges in PMDA for Enhancing Authority's Revenue
  - v. Preparation of roadmap and plans for revenue enhancement.
  - vi. The CTMU shall prepare a mechanism and action plan for the enforcement of the prevailing Acts/ Byelaws/ Regulations of PMDA/ TCP Department.
5. Assisting the Authority in monitoring of land purchase, its impact on planning, development and eventual allotment.
- i. Research and support in planning and preparing concepts for leveraging Transferable Development Rights / Land Pooling Scheme as per the guidelines for "Scheme for Special Assistance to States for Capital Investment 2023-24 - Part-II (Urban Planning Reforms)"
6. Facilitate the approval process for various projects taken up by the consultant like drafting of official notes and comments, taking part in discussion meetings, presentation in front of the approving committee, drafting comments for queries raised etc.
7. Assist the Authority in formulation of standard documents and SOPs.
- i. Support institutional strengthening and knowledge management on urban reform's implementation.
  - ii. Capacity building activities and knowledge management.
  - iii. Assisting in preparation of standard Agreements/ MOUs etc.
  - iv. The above stated scope is vast and may require partnering with third-party specialist vendors, NGOs, educational institutes, technical/specialist consultants, contractors, etc., to deliver specific tasks/activities. In such cases, the Consultant's role under this RFP will be limited to supporting the Authority in the identification, selection, and onboarding of subject matter experts, as well as in the subsequent monitoring of their deliverables





- v. Facilitate engineering department in preparation of standardized evaluation reports for the said RFPs.

8. Assist the Authority in formulation of a communications and image building plan

- i. Handholding support in identification and coordination of investors and stakeholders.
- ii. Assisting the department in the preparation of information docket, investor brochures, background papers, FAQs, and pitch presentations
- iii. Assisting the Authority in participating in national and international events of various scales
- iv. Provide knowledge-rich content and design marketing collateral, including the State pitch presentation, sector profiles, region profiles, and competitiveness profiles.
- v. Assist in preparation of roadmap for a city branding and communication strategy

### 2.3 Proposed Team

The Consultant shall be required to deploy a minimum of Six (6) full-time, dedicated professionals to be stationed at the Authority's office for the duration of the engagement. These resources will work exclusively on assignments pertaining to the Authority and will support day-to-day operations and implementation needs.

The qualifications and experience requirements for both dedicated and senior resources are detailed below:

#	Position	Nos	Educational Qualification	Minimum experience
1.	Team Lead	1	Post-Graduate Degree/Diploma in Civil Engineering/ construction management / Urban Planning / Environmental Engineering or in relevant equivalent field with Graduate Degree in Engineering/ Planning/ Architecture	Minimum 7 years of experience in Urban planning sector Preferably have following experiences <ul style="list-style-type: none"> <li>• Experience with any Government departments /Metropolitan Authorities/Development Authorities /Boards/ Agencies or any other equivalent government organizations.</li> <li>• Experience in working on planning/ monitoring/ management/ defining workflows/ institutional strengthening/ process mapping/ process improvement/ project monitoring of urban projects for government departments</li> </ul>
2.	Urban Design/	1	Post-Graduate Degree	Minimum 4 years of total experience



	<i>Planning Consultant</i>		Planning/ Urban Design with Graduate Degree in Engineering/ Planning/ Architecture	<p>Preferably have following experiences</p> <ul style="list-style-type: none"> <li>• Experience with any Government departments /Metropolitan Authorities/ Development Authorities /Boards/ Agencies or any entities working in urban sector</li> <li>• Experience in Urban planning /Master Plans / Development plans/ Urban Planning/ Sustainable Practices/ Knowledge Management</li> </ul>
3.	<i>Infrastructure Consultant</i>	2	Graduate Degree in Engineering/ Planning/ Infrastructure Management	<p>Minimum 4 years of total experience</p> <p>Preferably have following experiences</p> <ul style="list-style-type: none"> <li>• Experience with any Government departments /Metropolitan Authorities /Boards/ Agencies or any entities working in urban sector</li> <li>• Experience in Planning, monitoring of Urban infrastructure projects such as roads/buildings/water &amp; sanitation/utilities/ other urban infra related services</li> </ul>
4.	<i>Performance Monitoring Consultant</i>	1	Graduate Degree in Engineering/ Planning/ Architecture	<p>Minimum 4 years of total experience</p> <p>Preferably have following experiences</p> <ul style="list-style-type: none"> <li>• Experience with any Government departments /Metropolitan Authorities /Boards/ Agencies or any entities working in urban sector</li> <li>• Experience in monitoring/ management/ planning of urban projects, Contract &amp; Vendor management</li> </ul>
5.	<i>Business Process Reengineering Consultant</i>	1	Post-Graduate in Management or in relevant equivalent field With Graduate Degree in Engineering/ Planning/ Architecture	<p>Minimum 3 years of total experience</p> <p>Preferably have following experiences</p> <ul style="list-style-type: none"> <li>• Experience with any Government departments /Metropolitan Authorities/Development Authorities /Boards/ Agencies or any other equivalent government organizations.</li> <li>• Experience in working on large scale urban development projects/ capacity building/ IEC projects/ policy formulation/ business process reengineering or similar</li> </ul>
6.	<i>Project Manager/IT</i>	1	Bachelor's degree in Information Technology, Computer Science, Engineering, or related field	<p>Atleast 5 years experience in implementing development or support related IT projects with atleast 3 years of project management experience, with at least 2 years in government or public sector IT projects.</p> <p>Strong understanding of SDLC, project governance, and documentation processes in government</p>



				setups Familiarity with e-Governance standards, NIC protocols, and state/central IT frameworks Excellent verbal and written communication skills, including formal correspondence PMP, PRINCE2, or Agile certification is a plus
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**Note:**

- In case there is a requirement for additional resources to be deployed by the Consultant, PMDA may increase team members based on agreed rates applicable for above positions.
- Any changes or replacement in resources shall be made after the approval of the Authority. The replacement of the team member post approval of the Authority shall be done within 30 days and the new proposed team member shall have equivalent or better qualifications and experience.
- **Special/Additional Requirements**

In addition to the regular scope of services, the Consultant may be required to undertake special or additional technical tasks as part of this engagement. Such assignments will fall within the overall framework of this contract and may involve consultation with domain-specific experts.

For each such requirement, the Consultant shall be responsible for:

- Preparing a detailed scope of work
- Assessing the technical expertise, resources, and effort required
- Ensuring timely delivery and quality outputs aligned with the Authority's expectations

If execution of these special services necessitates additional manpower or domain expertise, the Consultant shall accordingly propose to onboard additional resources.

All decisions regarding the initiation, scope, and award of such special tasks will be made by the Review Committees constituted for this engagement.

**2.4 Timelines and deliverables**

#	Tentative deliverables	Duration
1.	Citizen Experience Improvement Plan	3 months



	i. Study and assessment of current projects and urban landscape. ii. Formulate key growth drivers for the region, defining objectives and approaches	
2.	<b>Implementation plan for approved urban interventions</b> i. Identification and prioritization of projects with high visibility and regional requirements ii. Project Implementation Plan and Phasing of key activities, initiatives, and projects	3 months from approval of Citizen Experience Improvement Plan
3.	<b>Business Process Mapping Study</b> i. <u>Create comprehensive Terms of Reference (TOR) for different categories of departmental works</u> ii. Review of processes, gap assessment and improvement framework	4 months
4.	<b>Performance Improvement Report</b> i. Study of existing processes and preparation of desired processes to improve the functioning of the authority. ii. Preparation of reporting formats for different levels of users and standardization of timelines.	3 months from approval of business process mapping study
5.	<b>Image Building Plan</b> Preparation of image building plan to improve citizen and investor outreach	3 months
6.	<b>Infrastructure Project Support</b> i. Develop standardized documents for identification and selection of service providers/contractors based on prevailing norms and industry best practices. ii. Preparation of standardized evaluation reports following the industry best practices.	10 days from date of official communication
7.	<b>Development of IT Infrastructure</b> i. Assisting in introduction of IT mechanisms to improve upon the existing practices being followed by various wings through development of softwares as well as studying the various IT applications/mechanisms being followed or may be followed to improve the functioning of the PMDA.	2 months of the official communication.

- The above table is not an exhausting one and the Authority reserves the right to issue any other direction along with timelines as per the need from time to time.

### 3. Eligibility and Evaluation Criteria

#### 3.1 Eligibility

The Applicants/Advisor/Consultant should meet all the criteria provided below:

- The Applicant shall be a Company registered under the Companies Act or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian



Limited Liability Partnership Act, 2008. The legal status shall be demonstrated through a copy of registration certificate OR a copy of certificate of incorporation.

- ii. The Applicant must have at least eight (8) years of experience in providing consultancy services in India to the Government organizations/ departments.
- iii. The Applicant must have a minimum annual turnover of INR 300 crore during FY 2021-22, 2022-23, 2023-24 from India operations. The same shall be demonstrated by submitting audited financial statements for the these three (3) years and certificate from Statutory Auditor/Chartered Accountant.
- iv. The Applicant should have at least three (3) ongoing/completed (during past 5 years) consulting projects with Development Authorities with a minimum consulting fee of INR 50 lakhs.
- v. The Applicant should not stand blacklisted / debarred from contract except for reasons of convenience of client by any Government / Government Board/ Corporation / Company/ Statutory Body /PSU company/ Government of India/ Private Agencies and Funding Agencies in India as on the date of submission of the proposal.
- vi. The Bid document fee and EMD as specified in the Data Sheet must be submitted.

**Please Note:**

- Bidder fulfilling all the eligibility criteria on their own shall be eligible for technical evaluation, and hereinafter referred to as Eligible Bidders
- The (project) experiences that would be claimed by the Applicant against any criteria both for eligibility as well as for technical evaluation must have been executed as the primary/ lead consultant by the Applicant's legal entity submitting the bid for this RFP.



### 3.2 Technical Evaluation

#	Criteria	Maximum Marks
<b>A</b>	<b>Financial Capability</b> Average Annual Turnover (AAT) from India Operations, for preceding 3 financial years ending 31 <sup>st</sup> March 2024 <ul style="list-style-type: none"> <li>• INR 300 Cr to INR 500 Cr – 5 marks</li> <li>• INR 500 Cr to INR 1000 Cr – 10 marks</li> <li>• Greater than 1000 Cr – 15 marks</li> </ul>	15
<b>B</b>	<b>Technical Capability</b>	
<b>B 1</b>	Experience of providing consulting services in India to Central/State/Local Government/Development Authorities for projects involving works in areas of project monitoring/ operations management/ performance improvement/ enhancing operational efficiency/ urban planning and development/ contract management/ data collection/ dashboarding/ business process re-engineering/accessibility improvement.  Ten (10) ongoing/completed experiences with a minimum consulting fee of INR 50 Lakh each during past ten (10) years – two (02) mark per experience/project (Maximum 20 Marks)  In case the project is with a Development Authority - additional point five (0.5) per experience/project (Maximum 5 Marks)	25
<b>B 2</b>	Experience of Government consulting projects in India. <ul style="list-style-type: none"> <li>• 20+ years – 5 marks</li> <li>• 16 to 20 years – 4 marks</li> <li>• 12 to 16 years – 3 marks</li> <li>• 8 to 12 years – 2 marks</li> </ul>	5
<b>B 3</b>	Experience of completed projects in development of land and building regulations, building plan and related approval processes for organized city development/ improvement.  Two completed experiences with a minimum consulting fee of INR 50 Lakh each during past ten (10) years – five (5) marks per experience/project (maximum 10 Marks)	10
<b>C</b>	Team CVs/Credential <ul style="list-style-type: none"> <li>- Team Lead: 5 Marks</li> <li>- Urban Planner/ Designer / Engineers (4nos): 4 x 2.5 marks = 10 Marks</li> </ul> [Detailed qualification and experience as per Section 2.3]	15
<b>D</b>	Technical presentation  Eligible bidders shall be called for technical presentation. Brief requirement, date and time of the presentation shall be intimated to the Eligible bidders	30
	<b>Total</b>	<b>100</b>

**Please Note:**



- a. Applicants will be required to provide work orders/extension orders/contracts/completion certificates as proof of experience.
- b. Extension work orders on an existing project will not be counted as separate projects but may be counted towards monetary value of total project. All experiences should be from India.
- c. Evaluations will be based on documentary evidence submitted by the Applicants and presentation before the Client with respect to evaluation/selection criteria.
- d. Only projects carried out in India will be considered for evaluation.

### 3.3 Financial Evaluation

Minimum score of 60 marks in the technical evaluation process is required to be considered as a Technically Shortlisted Bidder. Only Technically Shortlisted bids (having the minimum required score) would be eligible for opening of financial bids. The financial proposals of only Technically Shortlisted Bidders will be opened in the presence of the Bidders representatives who choose to attend.

### 3.4 Technical Bid Evaluation

Highest Technical scoring proposal (Tm) shall be given a technical score (St) of 100 points. The technical score of the other proposals (To) shall be computed as follows.

$$St = 100 \times \frac{To \text{ (Other Technical proposal)}}{Tm \text{ (Highest Technical proposal)}}$$

Evaluations will be based on documentary evidence submitted by the Applicants and presentation before the Selection Committee of Authority with respect to evaluation/selection criteria.

### 3.5 Financial Bid Evaluation

Minimum score of 60 marks is required in the technical evaluation process. Only those bids having minimum score would be eligible for opening of Financial Bids. The financial proposals of only technically shortlisted applicants will be opened in the presence of the Bidders representatives who choose to attend.

Lowest financial proposal (Fm) shall be given a financial score (Sf) of 100 points. The financial score of the other financial proposals (Fo) shall be computed as follows.

$$Sf = 100 \times \frac{Fm \text{ (Lowest Financial proposal)}}{Fo \text{ (Other Financial proposal)}}$$

Bids determined to be substantially responsive (see instructions to Applicants) will be checked by the client for any arithmetical errors in computation and summation. Where there is discrepancy between rates indicated in figures and in words, rates in words will govern.



The bid shall contain no interlineations or overwriting except as necessary to correct errors made by the bidder themselves. Any such correction shall be initialed by the authorized person.

### 3.6 Final Bid Evaluation

The Applicant shall be selected under the Quality-cum-Cost Based System (QCBS) with weightages of 80:20 (80% for technical proposal and 20% for financial proposal) and procedures described in this RFP. Proposals shall finally be ranked according to their combined technical (St) and Financial (Sf) scores using the weights (T=the weight given to the technical proposal; F=the weight given to the financial proposal; T+F = 100) indicated below.

$$S = St \times (T=80\%) + Sf \times (F=20\%)$$

In case of a tie, bidder with higher technical score will be considered for award of work. The Successful Bidder would be notified in writing by the client by issuing the Letter of Award (LOA) in favour of the Bidder.

The client reserves the right to accept any proposal or reject any or all the proposals without assigning any reasons and any liability whatsoever including financial liability. The client also reserves the right to close or cancel the entire process of appointment at any point without assigning any reasons whatsoever and without any liability whatsoever.





#### 4. Payment Schedule and Project Period

The overall period of the engagement shall be Two (2) years from the date of signing the contract, with the provision for extension on mutually agreed terms based on the satisfactory performance during the pursuing years and requirements in the following years. The Professional Fee as agreed as part of this contract shall be subject to yearly escalation of 5% during the contract duration.

In response to the RFP, the Applicant shall provide financial quote in the form of person-month rate.

GST/taxes as per applicable rates shall be paid by the client as extra. The payment will be made on monthly basis based on actual deployment of the Consultant and the corresponding submitted invoices.

The total person-month rate for 6 resources, i.e., the financial quote, shall be inclusive of the following:

- All Out-of-Pocket Expenses (OPE)
  - Travel, boarding and lodging at Panchkula
  - Equipment to be used by the Consultant like laptop, internet dongle etc.
  - Digital tools/ collaboration platforms deployed by the Consultant
  - Stationery
  - Admin expenses



## **5. Instructions to Applicants**

### **A. General instructions**

#### **1. Number of Proposals and respondents**

- 1.1. No Applicant shall submit more than one (1) Proposal, in response to this RFP.
- 1.2. The RFP is non-transferable, and Proposals shall be submitted only by the respective Applicants to whom the RFP has been issued by Client.
- 1.3. Joint venture/Consortium is not allowed under this RFP.

#### **2. Proposal preparation cost**

- 2.1. The Applicants shall bear all costs associated with the preparation and submission of the Proposal. Client will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
- 2.2. All papers submitted with the Proposal are neither returnable nor claimable.

#### **3. Right to accept and reject any or all the Proposals**

- 3.1. Notwithstanding anything contained in this RFP, Client reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
- 3.2. Client reserves the right to reject any Proposal if:
  - 3.2.1. At any time, a material misrepresentation is made or discovered, or
  - 3.2.2. The Applicant/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
  - 3.2.3. The Applicant does not adhere to the formats provided in the Annexures to the RFP while furnishing the required information/details.

#### **4. Amendment of the RFP**

- 4.1. At any time prior to the Proposal Due Date, the Client, for any reason, whether at its own initiative or in response to a clarification requested by eligible Applicant/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website [REDACTED] through a corrigendum and form an integral part of the e-bid/Proposal document. The relevant clauses of the e-bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Applicant to check the abovementioned website from time to time for any amendment in the RFP document/s. In case of failure to get the amendments, if any, the Client shall not be responsible for it.
- 4.2. In order to provide the Applicants a reasonable time to examine the addendum, or for any other reason, Client may, at its own discretion, extend the Proposal Due Date.



## **5. Data identification and collection**

- 5.1. It is desirable that the Applicants submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.
- 5.2. It is deemed that Applicants have conducted their own assessment, research and analysis, including seeking clarifications, queries from nodal officer(s) identified in this document, as required before submission of their Proposal.
- 5.3. It would be deemed that by submitting the Proposal, the Applicant has:
  - 5.3.1. Made a complete and careful examination and accepted the RFP in totality;
  - 5.3.2. Received all relevant information requested from Client and;
  - 5.3.3. Made a complete and careful examination of the various aspects of the Scope of Work.
- 5.4. Client shall not be liable for any mistake or error on the part of the Applicant in respect of the above.

## **B. Preparation and submission of Proposals**

### **6. Language and currency**

- 6.1. The Proposal and all related correspondence and documents should be written in the English/Hindi language. Supporting documents and printed literature furnished by the Applicants with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the respective language.
- 6.2. The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

### **7. Proposal validity period and extension**

- 7.1. Proposals shall remain valid for a period of 180 days from the Proposal Due Date ("Proposal Validity Period") and Client may solicit the Applicant's consent for extension of the period of validity, if required. Client reserves the right to reject any Proposal, which does not meet this requirement.
- 7.2. In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Client may request Applicants to extend the validity period for specified additional period. Applicants, who may not extend the validity period, will be deemed to have withdrawn their Proposal at the expiry of validity period.

### **8. Format and signing of Proposals**

- 8.1. The Applicants shall prepare electronic copies of the technical and financial e-bid/Proposals separately.
- 8.2. Applicants should provide all the information as per the RFP and in the specified formats. Client reserves the right to reject any Proposal that is not in the specified formats.
- 8.3. In case the Applicants intend to provide additional information for which specified space in the given format is not enough, it can be furnished in duly stamped and signed PDFs.



## 9. Submission of e-bid/Proposal

9.1. The bid submission module of e-procurement website \_\_\_\_\_ enables the Applicants to submit the Proposal online in response to this RFP published by the Client. Submission can be done till the Proposal Due Date specified in the RFP on the portal. Applicants should start the process well in advance so that they can submit their Proposal in time. The Applicant should submit their Proposal considering the server time displayed in the e-procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Applicants cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Applicants shall only be held responsible.

9.2. The Applicants have to follow the following instructions for submission:

9.2.1. For participating through the e-tendering system, it is necessary for the Applicants to be the registered users of the e-procurement website \_\_\_\_\_. The Applicants must obtain a user login ID and password by registering themselves on the e-procurement website if they have not done so previously.

9.2.2. In addition to the normal registration, the Applicant may have to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she may be allowed to carry out his/her e-bid/Proposal submission activities.

9.2.3. For successful registration of DSC on e-procurement website the Applicant must ensure that he/she should possess class-2/class-3 DSC issued by any Certifying Authorities approved by Controller of Certifying Authorities, Government of India, as the e-procurement website \_\_\_\_\_ is presently accepting DSC issued by these authorities only.

9.2.4. The Applicant can search for active tenders, select a tender in which he/she is interested in. After selecting the tender, for which the Applicant intends to e-bid/Proposal, the Applicant can pay as necessary. Before this, the Applicant should download the RFP document including financial format and study them carefully. The Applicant should keep all the documents ready as per the requirements of RFP document in the PDF format.

9.2.5. The Applicant should read the terms & condition before proceeding to pay the Bid Processing Fee payment details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.

9.2.6. Before uploading, the Applicant may have to select the relevant DSC. He may be prompted to enter the DSC password, if necessary.

9.2.7. After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process.

9.2.8. Client reserves the right to cancel any or all e-bids/Proposals without assigning any reason.



#### **10. Deadline for submission**

- 10.1. E-bid/Proposal (technical and financial) must be submitted by the Applicant at e-procurement website [REDACTED] no later than the time specified on the Proposal Due Date. The Client may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the Client and Applicants previously subject to the deadline will thereafter be subject to the deadline, as extended.

#### **11. Late submission**

- 11.1. The submission time indicated in the e-procurement website [REDACTED] will be the time by which the e-bid/Proposal submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid/Proposal submission date and time is over, the Applicant cannot submit his/her e-bid/Proposal. Applicant has to start the bid submission well in advance so that the submission process passes off smoothly. The Applicant will only be held responsible if his/her e-bid/Proposal is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during the e-bid/Proposal submission process.

#### **12. Withdrawal and resubmission of Proposal**

- 12.1. At any point of time, an Applicant can withdraw his/her Proposal submitted online before the Proposal Due Date.
- 12.2. No e-bid/Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of an e-bid/Proposal during this interval may result in the Applicant's forfeiture of his/her e-bid/Proposal security.
- 12.3. The Applicant can re-submit his/her e-bid/Proposal as when required till the e-bid submission end date and time. The e-bid/Proposal submitted earlier will be replaced by the new one. The payment made by the Applicant earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will be considered for evaluation purposes.
- 12.4. The Applicant can submit their revised e-bids/Proposals as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.
- 12.5. No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

#### **13. Selection of the Consultant**

- 13.1. From the time the Proposals are opened to the time the contract is awarded, if any Applicant wishes to contact the Client, on any matter related to their Proposal it should do so in writing. Any effort by the Applicants to influence any officer or bearer of the Client in the Proposal evaluation or contract award decisions may result in the rejection of the Applicant's Proposal.



## **C. Proposal opening**

### **14. Opening of Proposals**

- 14.1. Client will open all technical e-bids/Proposals, in the presence of Applicant's representatives who choose to attend on the prescribed date of opening at the Client office.
- 14.2. The Applicant's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date e-bid/Proposal opening being declared a holiday for the Client, the e-bids shall be opened at the appointed time and place on the next working day. The Applicant who is participating in e-bid/Proposal should ensure that the RTGS of Bid Processing Fee must be submitted in the prescribed account of Client within the duration (strictly within opening & closing date and time of individual e-bid/Proposal) of the work as mentioned in RFP, otherwise, in any case, bid shall be rejected.
- 14.3. The Applicants names and the presence or absence of requisite e-bid/Proposal security and such other details as the Client at its discretion may consider appropriate, will be announced at the opening. The names of such Applicants not meeting the technical specifications and qualification requirement shall be notified subsequently.
- 14.4. The Client will prepare minutes of e-bid/Proposal opening.

### **15. Confidentiality**

- 15.1. Information relating to the examination, clarification, evaluation and recommendation for the short-listed Consultant shall not be disclosed to any person not officially concerned with the process.
- 15.2. After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to Applicants or their representatives, if any. Any effort by an Applicant to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal/s shall result in outright rejection of the offer, made by the said Applicant.

### **16. Tests of responsiveness**

- 16.1. Prior to evaluation of the Proposals, Client will determine whether each Proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:
  - 16.1.1. It is received or deemed to be received by the due date and time including any extension thereof pursuant to Clause 11.
  - 16.1.2. It is signed, sealed and marked as stipulated in Clause 8 and Clause 9.
  - 16.1.3. It contains all information as desired in this RFP.
  - 16.1.4. Information is provided as per the formats specified in the RFP.
  - 16.1.5. It mentions the validity period as set out in Clause 7.



16.1.6. Bids are accompanied with Bid Processing Fee (non-refundable) and EMD in the form of RTGS as specified in the Data Sheet of this RFP.

16.1.7. The selected Applicant has furnished a Performance Guarantee as outlined in the Data Sheet of this document at the time of contract signing. The Performance Guarantee shall be returned or extended after the expiry of the project period as the case may be. The Bank Guarantee (submitted as a Performance Guarantee) can be from any Nationalised or Scheduled bank.

16.2. Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Client in respect of such Proposal.

#### **17. Clarifications sought by Client**

17.1. To assist in the process of evaluation of Proposals, Client may, at its sole discretion, ask any Applicant for clarification on its Proposal. The request for clarification and the response shall be in writing. No change in the substance of the Proposal would be permitted by way of such clarifications.

#### **18. Proposal evaluation**

18.1. Submissions from Applicants would first be checked for responsiveness as set out in Clause 16. All Proposals found to be substantially responsive shall be evaluated as per the Technical/Evaluation Criteria set out in this RFP.

18.2. The envelopes containing the Technical Proposal of the Applicant/s who do not meet the Technical Criteria shall not be considered for further process.

#### **19. Notifications**

19.1. Client will notify the successful Applicant by letter.



## 6. General Conditions of Contract (GCC)

### 1. General Provisions

#### 1.1. Definitions

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

- a) "Consultant" means any private or public entity that will provide the Services to the Client ("the Client") under the Contract.
- b) "Client" means the agency with which the Consultant signs the Contract for the Services i.e., Panchkula Metropolitan Development Authority
- c) "Contract" means the Contract signed by the Parties and all the attached documents, if any
- d) "Government" means the Government of the Client's country/state
- e) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- f) "Personnel" means professionals and support staff provided by the Consultant assigned to perform the Services or any part thereof
- g) "Services" means the work to be performed by the Consultant pursuant to the Contract.

#### 1.2. Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

#### 1.3. Notices

1.3.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed.

1.3.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address.

#### 1.4. 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 Consultant may be taken or executed by the officials specified in the Contract or any other authorized representative as decided by Authority and communicated to the Consultant.

#### 1.5. Taxes and Duties

GST/other applicable taxes shall be paid by the Client additionally on the professional fee agreed and mentioned in this Contract.

#### 1.6. Fraud and Corruption

1.6.1. Definitions: defines, for the purpose of this provision, the terms set forth below as follows:





- a) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- c) "collusive practices" means a scheme or arrangement between two or more Applicants, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- d) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

#### 1.6.2. Measures to be taken

The Client will cancel the contract if representatives of the Consultant are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract; The Client will sanction the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said contract.

## 2. Commencement, Completion, Modification and Termination of Contract

### 2.1. Effectiveness of Contract

This Contract shall come into effect from the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

### 2.2. Commencement of Services

The Consultant shall begin carrying out the Services not later than 15 days after the Effective Date specified in the RFP or the Contract.

### 2.3. Expiration of Contract

Unless terminated earlier pursuant to GC Clause 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

### 2.4. Modifications or Variations

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

### 2.5. Force Majeure

#### 2.5.1. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For aforementioned purpose, the definition or interpretation of the client regarding such event and/or regarding reasonable control of a party shall be final.



#### 2.5.2. No Breach of Contract

The failure of a Party to fulfil 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 to which the other party has agreed in writing. To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services. The Consultant will use reasonable efforts to provide the Services on-site at the Client's offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) any of the Consultant's resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk. For pandemic related risks, the parties may mutually agree to suspend the Contract for a mutually agreed period and the same shall be resumed after the mutually agreed timeframe.

#### 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.

#### 2.6. Termination

Either Party may terminate this Agreement with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

##### 2.6.1. By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this GC Clause 2.6.1. In such an occurrence the Client shall give a not less than twenty-one (30) days' written notice of termination to the Consultant, and thirty (60) days' in the case of the event referred to in (e).

- a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within twenty-one (21) days after being notified or within any further period as the Client may have subsequently approved in writing.
- b) If the Consultant becomes insolvent or bankrupt, to be certified by the competent court.
- c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract or the Consultant is not performing as per the terms and conditions of this contract.
- d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.



- f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 7 hereof.

#### 2.6.2. By the Consultant

The Consultant 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) through (c) of this GC Clause 2.6.2:

- If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GC Clause 6 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- If the Client fails to comply with any final decision reached as a result of arbitration pursuant to GC Clause 7 hereof.

#### 2.6.3. Payment upon Termination

Upon termination of this Contract pursuant to GC Clauses 2.6.1 or 2.6.2, the Client may make the following payments to the Consultant:

- payment pursuant to GC Clause 5 for Services satisfactorily performed prior to the effective date of termination.
- except in the case of termination pursuant to paragraphs (a) through (c), and (f) of GC Clause 2.6.1, reimbursement of any reasonable cost if the client is so satisfied incident to the prompt and orderly termination of the Contract.

**Comment [PS1]:** Immediate effect

### 3. Obligations of the Consultant

#### 7.1. Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant 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 third Parties.

#### 7.2. Confidentiality

Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect



to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 1 year from the date of termination of this Agreement.

#### 7.3. Documents prepared by the Consultant

- a) All deliverable to be developed and submitted by the Consultant under this Contract shall be in English/Hindi language.
- b) All deliverables in the form of data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") submitted by the Consultant under this Contract shall, not later than upon termination or expiration of this Contract, be delivered to the Client, together with a detailed inventory thereof.
- c) Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 1 year from the date of termination of this Agreement.
- d) The consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that consultant own in performing the Services. Notwithstanding the delivery of any Reports, consultant retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that consultant compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement."

#### 7.4. Accounting

The Consultant shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof.

### 4. Obligations of the Client

#### 4.1. Assistance and Exemptions

The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the Contract.

#### 4.2. Change in the Applicable Law Related to Taxes and Duties



If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties, then the remuneration and reimbursable expenses payable to the Consultant under this Contract shall be increased or decreased accordingly under this Contract.

## 5. Payments to the Consultant

### 5.1. Professional fee and Payments

The total payment due to the Consultant shall be governed by the Contract Price (as determined by the financial quote in the RFP stage). In addition to the consultancy fee, reimbursable expenses shall only be paid for expenses incurred to travel outside of Panchkula (domestic or international) on actual basis. Any such travel and expenses shall be incurred with prior approval of the Client.

### 5.2. Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule (Section 4 of this RFP). The Professional Fee shall be exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which the Client shall pay (other than taxes imposed on Consultant's income generally). Unless otherwise set forth in the Contract, payment is due within thirty days following receipt of each invoice.

## 6. Good Faith and Indemnity

6.1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

6.2. To the fullest extent permitted by applicable law and professional regulations, both the parties indemnify each other and their associates and employees against all claims by third parties (including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the parties as part of the regular interactions or for project/s purposes.

## 7. Settlement of Disputes

7.1. This Contract shall be governed by, and construed in accordance with, the laws of India.

### 7.2. Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. In the event any dispute between the Parties arising out of or in connection with this Agreement, including the validity thereof, the Parties hereto shall endeavor to settle such dispute amicably in the first instance.

The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effect, to the other party in writing.



### 7.3. Arbitration

In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an umpire. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Panchkula, India. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

### 7.4. Jurisdiction

Any dispute relating to this Contract, or the Services shall be subject to the exclusive jurisdiction of the courts in Panchkula or Hon'ble High Court of Chandigarh, to which both the parties agree to submit for these purposes.

## 8. Limitation of Liability

8.1. The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.

8.2. The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services."



## **7. Technical Proposal – Standard Forms**

TECH-1 Technical Proposal Submission Form

TECH-2 Applicant's Organization and Experience

A. Applicant's Organization

B. Applicant's Experience

TECH-3 Curriculum Vitae (CV) for Proposed Professional Staff



### 7.1 Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this a Technical Proposal, and a Financial Proposal. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. If negotiations are held during the Proposal Validity Period, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations. We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment at a date mutually agreed between us.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_





## 7.2 Form Tech -2: Applicant's Organization and Experience

### Applicant's Organization

[Provide here a brief (one/two pages) description of the background and organization of your firm/entity]

### Applicant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment]

- Assignment name:
- Country:
- Location within country:
- Duration of assignment (months):
- Name of Client:
- Total No of person-months of the assignment:
- Address:
- Amount of consulting fee received by your firm (INR)
- Start date (month/year):
- Completion date (month/year):
- Name of associated Consultants, if any:
- No of professional person-months provided by associated Consultants:
- Narrative description of Project:
- Description of actual services provided by your staff within the assignment:
- Firm's Name:



### 7.3 Form TECH-3: Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed position** [only one candidate shall be nominated for each position]:

2. **Name of staff** [Insert full name]:

3. **Date of Birth:**

**Nationality:**

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

5. **Other training:**

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

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

**From** [Year]:

**To** [Year]:

**Employer:**

**Positions held:**

8. Work undertaken that best illustrates capability to handle the tasks assigned [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 9.]

Name of assignment or project:

Year:

Location:

Client:

Main project features:

Positions held:

Activities performed:



## 8. Financial Proposal Submission Form

(On Bidder's letter head)

[Location, Date]

To,

CEO

Panchkula Metropolitan Development Authority

Panchkula Metropolitan Development Authority Sector-3,

Panchkula-134109, Haryana

Sub: Financial Bid for "Setting up City Transformation Management Unit, PMDA"

Dear Sir/Ma'am,

We, the undersigned, offer to provide the services for the above in accordance with your e-Bid and our Bid (Response to Technical Bid and Financial Bid).

Our attached Financial Bid – Total of person-month rate for 05 resources is as uploaded on e-bid portal in the .XLS format [inclusive of statutory taxes, duties, and levies during the contractual period except GST which will be paid extra by PMDA at the rate applicable on the date of invoicing, Amount in words and figures].

We understand that the Authority reserves the right to negotiate the Financial Bid for the services as a whole or for individual tasks of the services.

We undertake that our Financial Bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Bid, i.e. 180 days from the date of submission of the e-Bid.

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.

We understand you are not bound to accept any Bid you receive.

Yours sincerely,

Signature:

Name and title of Signatory:

Name & address of the Bidder