

**OFFICE OF THE Chairman, TEMPLE TRUST SHRI NAINA DEVI Ji- cum-  
S.D.M. Shri NAINA DEVI Ji AT SWARGHAT, DISTT. BILASPUR, (HP)**

**REQUEST FOR PROPOSAL  
FOR**

**Engaging an expert / consultant for preparation of Master Plan  
for Shri Naina Devi Ji Town & adjoining Panchayats viz Ghuwandal, Mandyali,  
Kharkari & Kollan Walla Toba of Himachal Pradesh.**

Temple Trust Shri Naina Devi Ji is committed to make endeavors for improvement of physical infrastructure in the Temple Trust area by creating more and enhancing existing facilities for the pilgrims, general public & tourists. Temple Trust Shri Naina Devi Ji, District Bilaspur, Himachal Pradesh, proposes to prepare a Master Plan for Shri Naina Devi Ji, District Bilaspur (HP).

Sr. No.	Project	Location	Estimated cost for preparation of Master Plan
1.	Preparation of Master Plan of Shri Naina Devi Ji M.C. area, Ghuwandal Panchayat, Kharkari Panchayat, Mandyali Panchayat & Kollan Walla Toba Panchayat for Temple Trust Shri Naina Devi Ji, District Bilaspur,(HP).	Shri Naina Devi Ji M.C. area, Ghuwandal , Kharkari , Mandyali and Kollan Walla Toba Panchayat areas (only fair covered areas).	To be assessed by the Bidder.

For further details i.e. detailed scope of work, minimum eligibility criteria, bidding procedure and other terms and conditions, please refer to the detailed RFP documents hosted on our website [www.srinainadevi.com](http://www.srinainadevi.com) or contact at the address given below. The interested bidders are invited to attend the pre-bid meeting, which shall be held on **07-02-2022 at 1500 hrs in the O/o the Deputy Commissioner Bilaspur-cum- Commissioner (Temple), Temple Trust Shri Naina Devi Ji, District Bilaspur (HP)**. For further updates, please visit website periodically as all updates shall be posted on official website of Temple Trust Shri Naina Devi Ji only.

Interested Bidders can download the RFP documents from [www.srinainadevi.com](http://www.srinainadevi.com) from **24-01-2022 to 27-02-2022 (up to 1700 Hours)**. Bidder has to pay a non –refundable processing fee of Indian Rupees (“Rs.”)5,000/- (Rupees five thousand only)+ applicable GST by way of crossed demand draft/bankers cheque drawn in favor of, Chairman, Temple Trust Shri Naina Devi Ji. The processing fee of the same shall be deposited in the form of Demand Draft at the time of Submission of RFP document also.

The Authority reserves the right to accept or reject any Bid/Proposal and to annul the process at any time/stage without any liability and assigning any reason thereof. For further notice/corrigendum/addendum, the bidders are advised to regularly visit the above-mentioned website.

No conditional Bid shall be accepted.

Proposals are invited to conduct the assignment and submit the deliverables from the Public Sector Undertakings/Autonomous Bodies/ Organizations and Consulting

firms/Consortium that have requisite experience and infrastructure.

Details may be accessed and the RFP /application form can be downloaded from the website [www.srinainadevi.com](http://www.srinainadevi.com). The completed application, as per instructions in the RPF document, should reach the following address latest **by 28-02-2022 up to 3.00 P.M.**

**O/o the SDM Shri Naina Devi Ji at Swarghat-cum-  
Chairman, Temple Trust Shri Naina Devi Ji,  
District Bilaspur,(HP).**

SDM Shri Naina Devi Ji at Swarghat–cum-Chairman, Temple Trust Shri Naina Devi Ji District Bilaspur, (HP) reserves the sole right to accept or reject any or all proposals without assigning any reasons whatsoever.

**Important Dates/Periods**

i.	Issue of RFP Documents dates	24-01-2022 to 27-02-2022
ii.	Pre-bid Meeting	07-02-2022.
iii.	Submission of Bids start and last date	08-02-2022 to 28-02-2022 up to 3-00 PM.
iv	Presentation on Technical Proposals & opening of technical bids.	03-03-2022.
V	Opening of financial bids	08-03-2022.
vi	Submission of Draft Regional Plan	180 days from the date of contract.
vii	Support Period	180 days from the date of submission of Regional Plan to the Temple Trust Shri Naina Devi Ji.

SDM Shri Naina Devi Ji at Swarghat-cum-  
Chairman, Temple Trust Shri Naina Devi ji  
District Bilaspur (HP)

Endst No. as above

**Copy forwarded to:-**

1. The Deputy Commissioner Bilaspur-cum-Commissioner (Temple), Temple Trust Shri Naina Devi Ji, District Bilaspur (HP) for information please.
2. Temple Officer, Temple Trust Shri Naina Devi Ji, District Bilaspur (HP) for necessary action and report accordingly.

SDM Shri Naina Devi Ji at Swarghat-cum-  
Chairman, Temple Trust Shri Naina Devi ji  
District Bilaspur (HP)

**Name of the Authority: - Temple Trust Shri Naina Devi Ji , District  
Bilaspur , HIMACHAL PRADESH**

Request for Proposal

for

**Hiring a Consultant for Preparation of Master Plan for Temple Trust  
Shri Naina Devi Ji , District Bilaspur , HIMACHAL PRADESH.**

**Issued by:**

**Name of the Authority:-**

(Address)

## Disclaimer

This Request for Proposal (RFP) document for Hiring a Consultant for Preparation of Master Plan for Temple Trust Shri Naina Devi Ji District Bilaspur, Himachal Pradesh (hereinafter referred to as the "Project") contains brief information about the scope of work and qualification process for the selection of Bidder. The purpose of the RFP Document is to provide the Bidders (hereinafter referred to as "Bidder/s") with information to assist the formulation of their proposals (hereinafter referred to as the "Proposal/s").

This RFP is not an agreement and is neither an offer by the Authority to the prospective Bidder or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Financial Bids pursuant to this RFP. While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal. **(Name of the Authority)** (Hereinafter referred to as "Client" or the "Authority") or any of its employees or existing 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 Proposals without giving any reasons thereof. The Authority will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Proposals to be submitted in response to this RFP Document.

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

## 1 Data Sheet

1	Name of the Bid	<b>Hiring a Consultant for Preparation of Master Plan for Temple Trust Shri Naina Devi Ji District Bilaspur (HP).</b>
2	Time-period of contract	Six months (milestone-based engagement) + 1 year retainer ship post completion of final milestone (extendable for additional 3 years based on performance of the consultant)
3	Method of selection	Quality-cum-Cost Based Selection (QCBS)
4	Bid Processing Fee	Non-refundable/Nonadjustable fee of INR 5000 + GST (INR Ten Thousand Only + GST)
5	Earnest Money Deposit (EMD)	Refundable amount of INR 1,00,000 (INR One lakh Only)
6	Financial Bid to be submitted together with Technical Bid	Yes
7	Name of the Authority's official for addressing queries, clarifications and submitting Bid/ Proposal	Address:- S..D.M. Swarghat –cum- Chairman, Temple Trust Shri Naina Devi Ji, Distt. Bilaspur,(HP). Phone: +01978-288048 Website: <a href="http://www.srinainadeviji.com">www.srinainadeviji.com</a> Email: temple.nainadeviji@gmail.com
8	Proposal Validity Period	180 days from Proposal Due Date
9	<b>Schedule of Bidding Process</b>	
	<b>Task</b>	<b>Key Dates</b>
	Bid upload date/time	24-01-2022.
	Last date of receiving queries	27-02-2022.
	Pre-bid conference	07-02-2022.
	Proposal Due Date (PDD)/ Bid End Date	08-02-2022 to 28-02-2022 up to 3 PM
	Bid Start Date	24-01-2022
	Opening of Technical Bids	03-03-2022 at 3-00 PM
	Technical presentation	03-03-2022 at 11-00 AM
	Opening of Financial Bid	08-03-2022.
	Issuance of Letter of Award (LOA)	To be communicated
	Signing of Agreement	To be communicated
10	Consortium to be allowed	Yes, Maximum 02 (two) members are allowed
11	Sub-contracting is allowed	No

## **2 Instructions to Bidders**

### **2.1 General instructions**

#### **2.1.1 Number of Proposals and respondents**

1. No Bidder shall submit more than one (1) Proposal, in response to this RFP.
2. The RFP is non-transferable, and Proposals shall be submitted only by the respective Bidders to whom the RFP has been issued by Authority.
3. A Bidder applying individually shall not be entitled to submit another Proposal.
4. A Bidder shall not be entitled to submit another application either individually or as a member of any Consortium, as the case may be.

#### **2.1.2 Proposal preparation cost**

1. The Bidders shall bear all costs associated with the preparation and submission of the Proposal. Authority will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
2. Bidders are encouraged to submit their respective Proposals after visiting the office of the Client and ascertaining for themselves the availability of documents and other data with the Client, Applicable Laws and regulations or any other matter considered relevant by them.
3. All papers submitted with the Proposal are neither returnable nor claimable.

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

1. Notwithstanding anything contained in this RFP, Authority 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.
2. Authority reserves the right to reject any Proposal if:
  - i. At any time, a material misrepresentation is made or discovered, or
  - ii. The Bidder/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
  - iii. The Bidder does not adhere to the formats provided in the Annexure A to the RFP while furnishing the required information/details.

#### **2.1.4 Clarifications**

1. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference.
2. Bidders requiring any clarification on the RFP may send their queries to the Client by email at the mail-id provided in communications details in the Data Sheet with subject clearly written the following identification:

“Queries/Request for Additional Information concerning RFP to undertake Hiring a Consultant for Preparation of Master Plan for Temple Trust Shri Naina Devi Ji District Bilaspur.”

3. The Client shall Endeavour to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the PDD. The Client will post the reply to all such queries on the Official Website.
4. The Client reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 2.1.4 shall be construed as obliging the Client to respond to any question or to provide any clarification.

#### **2.1.5 Amendment of the RFP**

1. At any time prior to the Proposal Due Date (PDD), the Authority, for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the website [www.srinainadevi.com](http://www.srinainadevi.com) through a corrigendum and this shall form an integral part of the bid/Proposal document. The relevant clauses of the bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Bidder to check the above-mentioned website from time to time for any amendment in the RFP document/s. The Authority shall not be responsible for failure to get/download the amendments.
2. In order to provide the Bidders a reasonable time to examine the addendum, or for any other reason, Authority may, at its own discretion, extend the PDD.

#### **2.1.6 Data identification and collection**

1. It is desirable that the Bidders submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.
2. It would be deemed that by submitting the Proposal, the Bidder has:
  - i. Made a complete and careful examination and accepted the RFP in totality;
  - ii. Received all relevant information requested from Authority and:
  - iii. Made a complete and careful examination of the various aspects of the indicative Scope of Work.
3. Authority shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

## **2.2 Preparation, submission, opening & acceptance of Proposals/ bids**

### **2.2.1 Language and currency**

1. The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidders with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
2. The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

### **2.2.2 Proposal validity period and extension**

1. Proposals shall remain valid for a period of as mentioned in the data sheet from the Proposal Due Date ("Proposal Validity Period") and Authority may solicit the Bidder's consent for extension of the period of validity, if required. Authority reserves the right to reject any Proposal, which does not meet this requirement.
2. In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Authority may request Bidders to extend the validity period for specified additional period. Bidders, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

### **2.2.3 Format and signing of Proposals**

1. The Bidders shall prepare copies of the technical and financial bid/Proposals separately.
2. Bidders should provide all the information as per the RFP and in the specified formats. Authority reserves the right to reject any Proposal that is not in the specified formats.
3. In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

### **2.2.4 Submission of bid/Proposal**

Bidders to submit the Proposal in response to this RFP published by the Authority. Submission can be done till the Proposal Due Date specified in the RFP. Bidders should start the process well in advance so that they can submit their Proposal in time. The Bidder should submit their Proposal to the address mentioned in the Data sheet on or before the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Bidders cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Bidders shall only be held responsible.

### **2.2.5 Deadline for submission**

Bid/Proposal (technical and financial) must be submitted by the Bidder to the address mentioned in Data sheet no later than the time specified on the Proposal Due Date. The Authority 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 Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline, as extended.

### **2.2.6 Verification and Disqualification**

1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
2. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
  - a. at any time, a material misrepresentation is made or uncovered, or
  - b. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
3. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder



gets disqualified / rejected, then the Authority reserves the right to:

- a. invite the remaining Bidders to submit their Bids in accordance with Section 3 and 4; or
- b. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

### **2.2.9 Selection of the Bidder**

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

### **2.2.10 Proposal opening**

1. After the technical evaluation, the Authority shall prepare a list of prequalified Bidders in terms of Section 4 for opening of their financial bid. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bid. Before opening of the Financial Bid, the list of pre-qualified Bidders along with their technical scores will be read out. The opening of Financial Bid shall be done in presence of respective representatives of Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidder who fail to qualify at any stage of the selection process.
2. Bidders are advised that selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection process.
3. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the service is subsequently awarded to it.

### **2.2.11 Confidentiality**

1. Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidder/s shall not be disclosed to any person not officially concerned with the process.
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 Bidders or their representatives, if any. Any effort by a Bidder 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 Bidder.

### **2.2.12 Tests of responsiveness**

1. Prior to evaluation of the Proposals, Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:
  - i. It is received or deemed to be received by the due date and time including any extension thereof pursuant to the Data Sheet.
  - ii. It contains all information as desired in this RFP.
  - iii. Information is provided as per the formats specified in the RFP.
  - iv. Bids are accompanied with Bid Processing Fee (non-refundable) and EMD as specified in the Date Sheet of this RFP.
  - v. Power of Attorney for Lead Member of Consortium, if applicable

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

#### **2.2.13 Clarifications sought by Authority**

1. To assist in the process of evaluation of Proposals, Authority may, at its sole discretion, ask any Bidder 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.

#### **2.2.14 Proposal evaluation**

1. Submissions from Bidders would first be checked for responsiveness as set out in Clause 2.2.12. All Proposals found to be substantially responsive shall be evaluated as per the Eligibility Criteria set out in Clause 4.1 of this RFP.
2. The Proposal containing the Technical Details in Clause 4.2 of the Bidder/s who do not meet the Technical Criteria shall not be considered for further process.

#### **2.2.15 Earnest Money Deposit**

1. The Bid document should be accompanied with an Earnest Money Deposit (EMD) as mentioned in the data sheet of this document.
2. Any Bid not secured in accordance with above shall be treated as non-responsive and rejected by the Authority.
3. For unsuccessful Bidder's EMD will be returned promptly as possible after opening of the Price Bid.
4. For successful Bidder's Bid EMD will be returned after submission of Performance Security and signing of the contract.
5. The EMD may be forfeited:
  - a) If Bidder (i) withdraws its Bid during the period of Bid validity specified by the Bidder on the bid form: or (ii) does not accept the correction of errors.
  - b) In case of a successful Bidder, if the Bidder fails to sign the contract with the Authority.

#### **2.2.16 Award Criteria**

1. The final Letter of Award (LoA) will be given to the selected Bidder as the successful bidder as Eligibility & Evaluation Criteria of Bids laid in Section 4 of this bid document.
2. The Authority will award the contract to the successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document.

#### **2.2.17 Notification of Award**

1. Prior to the expiration of the period of Bid validity, the Authority will notify the successful Bidder in writing, by letter/e-mail/fax, that its Bid has been accepted.
2. The notification of award will constitute the formation of the contract.

### **2.2.18 Performance Security**

1. Prior to award of contract, to fulfil the requirement of performance security during the implementation period, the successful Bidder will deposit Performance Security amount equivalent to as mentioned in the Data Sheet of the financial Bid value in the form of Bank Guarantee / FDR drawn on any Scheduled or Nationalized Bank in favor of Chairman, Temple Trust Shri Naina Devi Ji valid for six months after completion of the Project.
2. Before the contract is awarded to the Consultant, an agreement (to be given later) will have to be signed by the Consultant at his cost on proper stamp paper.

## **3 Terms of reference**

### **3.1 Scope of services**

The scope of services but not limited to be taken up by the consultant are bifurcated into the following stages:

#### **3.1.1 Stage I - Review of the existing planning framework**

- i. Comprehensive assessment of the existing situation and identification of the general trends of socio-economic development at the regional level. Furthermore, this stage will concentrate on the assessment of available data and information and accuracy of this data in terms of quantity, quality and its adequacy for the purpose of the preparation of the intended Master Plan.
- ii. The Consultant shall undertake a review of the existing development plans, development guidelines and policies of state agencies such as but not limited to State Government Departments such as ID Dept., Housing Dept., the Town and Country Planning Organization (TCPO), and national agencies such as National Green Tribunal (NGT) and the Ministry of Housing and Urban Affairs (MoHUA), etc.
- iii. Identify the gaps in terms of information needed and the approach and methods to overcome such deficiency.
- iv. Preparation and Integration of Base Map as per the data provided by the Authority on a GIS platform compatible with the Authority's Infrastructure. The base map must be correctly superimposed on Sajra Map on the GIS platform.

#### **3.1.2 Stage II - Existing situation analysis and assessment of existing master plan implementation**

- i. It is of utmost importance that the current development be analyzed and assessed as per current and future trends and scenarios. The consultant is expected to compile all available spatial and attribute data, regarding existing conditions in the Project Area.
- ii. Compile all available spatial and attribute data, regarding existing conditions in the Project Area covering, but not limited to the following areas:
  - a. Socio-economic data including economic base characteristics of various economic sectors, employment, population and demographic characteristics, industrial base, prevalent sectors and output, etc.
  - b. Estimate the population and activity level that can be supported in relation to levels of urban development (Density, location, land-uses, scale, etc.).
  - c. Environment and Natural Resources including forests, rivers, lakes and other water resources, environment and protected areas, natural drainage areas and flooding areas, ravines, sanctuaries/biodiversity areas, mining and quarrying, high value natural scenic sites including the heritage areas etc related to the environmental concerns.
  - d. Physiographic and geology including climate, winds, topography, geology, natural risk sites etc.
  - e. Human settlement hierarchy, function and distribution including urban and rural settlements/habitats.
  - f. Built-up environment and existing land use.
  - g. Transportation infrastructure including road based, rail based, waterways and air transport and

- networks.
  - h. Physical infrastructure data including water supply and networks, Electricity supply and network, sewerage system, telecommunication, solid waste treatment facilities.
  - i. Social infrastructure data including hierarchy of educational, health and other community facilities, their distribution and accessibility.
- iii. The consultant must review and analyse the development based on the information collected and perform a required analysis.
- iv. The Consultant will review the Master Plan with the existing development and assess all the gaps and make suggestions within the present and future context.
- v. Collection of all primary and secondary data will be responsibility of the Consultant.
- vi. All the spatial data captured or possible to display spatially must be submitted in GIS format as well.
- vii. Review and assessment of land owned & acquired by Temple Trust Shri Naina Devi Ji in the Panchayats and Notified Area and recommend suitable proposal.

### **3.1.3 Stage III -Vision planning for holistic development of the planning area**

- i. Based on the detailed analysis and assessment of the development status and current trends in the Project Area carried out during assessment stage, the Consultants shall develop alternative strategies to achieve the goals and objective of the sustainable development in the Project Area in the light of relevant policies. Some of best planning strategies the consultant shall review are, but not limited to, Mixed Use Development, Transit Oriented Development, Sustainable Development, etc.
- ii. The Consultants shall carry out, but not limited to, the following:
  - a. Formulate a Development Vision for planning area stating Vision Statement, targets and Strategies to achieve goals.
  - b. Make a realistic demand assessment on key economic activities and employment opportunities - Demand Assessment to analyses future development prospects, identify target sectors / markets based on the competitive and comparative advantage to enhance the pace of economic development, and ensure balanced development
  - c. Strategically identify Industrial use for each sector in which the local area holds clear advantage.
  - d. Developing the estimate for the likely space demand from the identified target industries for space within Shri Naina Devi Ji, Kollan Wala Toba, Ghawandal & Mandiayli Penchyat.
  - e. Demographic projection and estimation of future demand on housing and other physical and social infrastructure.
  - g. Evolve 2-3 alternative scenarios for spatial growth.
  - h. With inputs from transportation model, and other key parameters evaluate all 2-3 alternative scenarios and finally chose preferred alternative
  - i. Each of proposed alternatives shall discuss the following:
    - The vision of the regional/City spatial structure and the likely scale of development in the context of demographic trends.
    - The implications of the above on the distribution of population and activities and on the land use and environment.
    - The role and feasibility of developing growth centers that can attract inward investment and efficient.
    - The holding capacities of various environmental factors to be assessed for sustainable development
    - Regional and Urban Infrastructure in terms of transport, water supply, power and Communication, urban environment quality including waste management and flood control.
    - The Management of Environment, and Natural Resources. The integration of the capacity of the environment to accommodate in the proposed strategy. The maintenance and enhancing of the quality and diversity of natural and cultural heritage.

### **3.1.4 Stage IV - Stakeholder Consultations**

- i. The Master Plan shall adopt participatory approach by conducting interactive sessions. Therefore, consultants shall devise effective strategy to conduct consultation with stakeholders including administrative bodies, civil society of both urban and rural areas, agriculture community, industrialists, traders, elected representatives, academicians, government and non-governmental organizations.
- ii. A minimum number of various levels of consultations and workshops at ULBs/ village etc. However, Consultants may propose additional number of consultations, if needed.
- iii. Additionally, the consultant should carry out one to one interaction with key players in the industrial sector in Mandi on their views on industrial growth in Mandi region (format for industry interactions to be finalised in consultation with the Authority)

### **3.1.5 Stage V - Strategy Formulation**

- i. Upon approval of the preferred strategy, the Consultants shall formulate the final spatial strategy and the resultant preliminary land use plan. The preliminary land use plan shall be prepared to the detailed level described below and by incorporating all comments and feedback from the Authority, The strategy must be addressing but not limited to the following:
  - a. General zoning covering the whole Project Area and defining clearly all types of land uses across all hierarchies
  - b. The Consultant shall suggest guidelines on density, infrastructure and service level norms.
  - c. The Consultant shall propose alternative approaches to land-use change based on four major criteria:
    - o social acceptability;
    - o economic viability;
    - o environmental sustainability; and
    - o financial feasibility.
  - d. Transportation Plan-structure plan for road network with hierarchy of roads and rail network
  - e. Sector-level transport strategies along with transit related initiatives with their impact
  - f. Trunk level water supply, sewerage, Drainage and Power system
  - g. Social Infrastructure including health, education, recreation, sports, etc.
  - h. Solid waste and wastewater treatment facilities.
  - i. Major resources and distribution system of water, power, sewerage disposal system.
  - j. Heritage and Environmental conservation system
  - k. Conservation of ecosystem and water bodies and action plans for water harvesting

### **3.1.6 Stage VI - Perspective plan, master plan and development plans including detailed zoning regulations & urban design guidelines and framework (Draft Master Plan for coming years)**

- i. Based on the final Strategy and Analysis the consultant would finalize the Draft Master Plan Mandi and submit the following
  - a. Regional Setting
  - b. Perspective Plan
  - c. Master Plan
  - d. Development Plans
  - e. Zoning Regulations
  - f. Urban Design Guidelines and Framework
- ii. The other reports of Draft Master Plan shall include the following:
  - a. Transport Sector Plan
  - b. Strategic Environmental Action Plan
  - c. Disaster Management Plan
  - d. Plan for Low Income housing as indicated in various government guidelines
  - e. Development control and zoning regulations and Urban Design Guidelines.
  - f. Capital Investment action Plans for the consecutive 5 year development plans covering the period of the strategy, along with preliminary cost estimate of each proposal on priority

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- h. Requirements for smart city integrated infrastructure including IT infrastructure, central command and control centers, surveillance systems, intelligent traffic and transport system, fiber optic network etc.
- i. Social and Physical Infrastructure Plan with demand and supply assessment, capacity estimations and network plan of water, power, sewer, waste management, medical facilities, security and safety facilities, education facilities etc;
- j. Road network plan, highlighting the traffic projections for coming years, hierarchy of roads and public transportation plan;

### **3.1.7 Stage VII - Assistance to authority in notification and finalization of draft perspective plan, master plan, zonal development plans, zoning regulations and action plans**

- i. Consultant shall facilitate Authority in notification of Draft Master Plan (including Draft Perspective Plan, Zonal Development Plans). Upon receipt of objections and suggestions, the same shall be compiled. In consultation with Authority, strategies to incorporate objections and suggestions will be finalized and incorporated in the Final Draft Master Plan (Perspective Plan, Zonal Development Plans), and submit to the Authority.
- ii. Along with Final Draft Master Plan, the Consultants shall submit all Plans and drawings in GIS platform in an agreeable format to the Authority. The study area maps shall be digitized on GIS Platform based on interpretation of the satellite imagery. The maps prepared shall be in compliance with the National Urban Information System (NUIS) GIS Database structure.
- iii. The entire spatial data of Master Plan must be superimposed on Sajra Plan of Temple Trust Shri Naina Devi Ji District Bilaspur. The Consultant may take forward existing spatial data with Authority for this study.
- iv. The digital / spatial database shall be provided in GIS Platform and also in AutoCAD platform to the Authority.

### **3.1.8 Handholding Support for approval of Master Plan Shri Naina Devi Ji.**

- i. The consultant would depute / station dedicate staff for the Authority who must always be available till the approval of Master Plan Temple Trust Shri Naina Devi Ji District Bilaspur from all the competent authorities. The resources may be stationed at the Authority office on need basis or as required by the Authority, minimum a fulltime Urban Planner & Architect (with minimum 5 years experience) must be deployed with ..... (name of the authority) during this period.
- ii. Consultant during this period would do a technology & knowledge transfer and build the capacity of the internal team in managing the Master Plan.
- iii. Consultant is expected to maintain and update the Master Plan for the said period in consultation with the Authority and maintain a record of all changes before approval of Master Plan by Competent Authorities.
- iv. In addition, a fulltime Urban Planner & Architect (with minimum 5 years of experience) must be deployed with Authority on retainership. The deployment must begin right after approval of the final Master Plan by Authority for additional 1 year post approval by all competent authorities of the Master Plan for Temple Trust Shri Naina Devi Ji District Bilaspur. After one (1) year, extension shall be provided on the basis of agreement of Mandi for a maximum of additional 3 years.

## **3.2 Team**

The Consultant must have a team of experts who can produce best quality and timely deliverables. The minimum team of the consultant must consist of the following personnel:

*Table 1: Required Team*

<b>Key Professionals</b>			
<b>S. no</b>	<b>Position</b>	<b>Professional Experience</b>	<b>Qualification and Specific Expertise</b>
1.	Team Leader cum Urban and Regional Planner	Minimum 10 years	Shall have Postgraduate/ Postgraduate Diploma in Planning/Development Studies from an accredited college or University. Shall have experience as Team Leader for Urban and Regional Planning assignments of similar magnitude and nature. Should have relevant experience as Team Leader/Project Director in formulation of Master Plans/Regional Plans/Sub-Regional Plans/ Metropolitan Regional Plans with a population more than 0.7 million in India or abroad.
2.	Socio-Economic Development Specialist	Minimum 8 years	Shall have Masters degree in Planning / Social sciences/Economics. Should have experience in Socio-economic aspects and their implications relating to similar large-scale development projects in India or abroad.

<b>Key Professionals</b>			
<b>S. no</b>	<b>Position</b>	<b>Professional Experience</b>	<b>Qualification and Specific Expertise</b>
3.	Transportation Planner	Minimum 8 years	Shall have Masters degree in Transportation Planning with graduation in Civil Engineering or Architecture from an accredited college or University. Shall have relevant experience in transport planning assignments in Metropolitan cities/regions of similar magnitude, size and nature in India or abroad. Knowledge on National Transport Policy is desirable. Should have experience as Transport Modeller/Land use Transport Modeller in similar kinds of assignments.
4.	GIS Expert	Minimum 8 years	Shall have Masters / Post graduate diploma in Remote sensing or in GIS/ Planning from an accredited college /university. Should have worked in the capacity of a GIS expert in similar area development projects. Should have the experience of interpretation of satellite imageries and preparation of a base map for an assignment of similar scale.
5.	Infrastructure Consultant	Minimum 8 years	Shall have a Masters in Planning/ Degree in Environmental Engineering/Sciences Degree from an accredited college/University. Shall have experience in assignments of planning/designing of integrated infrastructure (water supply, sewerage and sanitation and drainage) of Metropolitan cities/urban areas/industrial regions/area development projects of similar magnitude.
6.	Environmental Specialists	Minimum 8 years	Shall have at least Master degree in Environmental Planning / Engineering / Science from an accredited college/university. Should have experience in preparation of strategic Environment plans, EIA and EMP in area development projects. Should be conversant with safeguard policies of national and international funding agencies.
7.	Urban Designer	Minimum 8 years	Shall have Masters degree in Urban Design from an accredited College/University. Should have experience in Urban design aspects
8.	Financial Analyst cum Resources Mobilization Expert	Minimum 8 years	Shall have a Master degree in Finance/ Business administration from an accredited college / University. Shall have relevant experience, including PPP aspects, in area development projects/infrastructure development projects should also have experience in Financial analysis, project structuring bid process management of infrastructure projects.
9.	Urban Planner & Architect	Minimum 5 years	Shall have Masters degree in Urban Planner & Bachelor of Architecture from an accredited College/University. Should have experience in Urban planning aspects.



### 3.3 Deliverable and Payment Milestones

The Consultant must provide with a detailed report and presentation of tasks, process, and findings at every stage along with as required submission listed in Table 2. For closure of each stage, all the submissions by the Consultant must be approved and accepted by the Authority.

*Table 2: Submissions by the Consultant*

S. No.	Milestones/Deliverables	Completion / Submission Time (at the end of) (from date of award of contract)	% Payment on Approval of the Deliverable.
1	Submission of Inception Report <ol style="list-style-type: none"> <li>i. Mobilization Plan;</li> <li>ii. approach and methodology;</li> <li>iii. task allocation within permissible time frame;</li> <li>iv. key personnel and supporting staff along with deployment schedule;</li> <li>v. benchmarking;</li> <li>vi. review of existing policies, framework and guidelines; and</li> <li>vii. identification of key issues.</li> </ol>	45 days (1.5 Months)	10%
2	Data collection report and AS-IS analysis Note: All the spatial data collected by the consultant must be on GIS (this must include complete review of implementation and assessment of Master Plan 2021)	3 Months from the award of contract	15%
3	Master Plan, First Draft Report Note: All the spatial data collected by the consultant must be on GIS	6 Months from the award of contract	15%
4	Report of stakeholder consultation and suggested amends along with impact analysis of the changes	8 Months from the award of contract	25%
5	Assistance to Authority in notification and submission of finalized Perspective Plan, Master Plan, Zonal Development Plans, Zoning Regulations and action Plans. Note: All the spatial data collected by the consultant must be on GIS	10 months from the award of contract	15%
6	Approval of the Master Plan from all the competent authorities and implemented	-	20%

In case of a delay in submission of deliverable/s by more than one (1) month and if the cause of delay is solely attributed to the consultant, the Authority may impose a penalty of 2% of total cost of amount payable at that deliverable per month of delay. The decision of the Authority shall be final and binding on the consultant.

Note: All the submissions by the consultant must be made in hard and soft copies. Minimum 10 hard copies must be submitted for each submission.

The Urban planner deployed with TTSNDJI, shall be charging on monthly retainer ship basis. A monthly progress report must be submitted by the consultant for the same.

## 4 Eligibility and Evaluation criteria

### 4.1 Pre-qualification criteria

The Bidders must carefully examine the below mentioned pre-qualification criteria. The Bidder has to meet all the criteria set out in this Clause to be eligible for evaluation. The Bidder shall fulfil the conditions as mentioned in Table 3.

Table 3: Eligibility Conditions

#	Eligibility Conditions	Documentary proof to be submitted
1	The Bidder should 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.	Company Registration certificate
2	Financial Capacity: The Consultant have an average annual turnover of at least INR 05 crore in three (3) consecutive financial years in last four (4) financial years from the date of bid submission.	Form 2 and Audited Financial statements from Chartered Accountant or Statutory Auditor
3	Must have undertaken one Urban Infrastructure Project or Project Management Consultancy in hilly state/ terrain, having consultancy fee of atleast INR 10 Crores over the past ten (10) years.	Form 3 Work orders / completion certificate confirming year and area of activity along with issuing Authority (Central or State Government)
4	The Bidder should not have been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal.	Undertaking as per FORM 5
5	Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.	Undertaking as per FORM 6

Only Eligible Bidders will be taken up for Technical Evaluation.

### 4.2 Evaluation

The Bidder shall be selected under the Quality-cum-Cost Based Section (QCBS) with procedures described in this RFP.

Technical Evaluation Criteria:

The Technical Evaluation of the proposals shall be based on following parameters:

*Table 4: Technical Evaluation Criteria*

<b>#</b>	<b>Criteria</b>	<b>Marks</b>	<b>Documents to be submitted</b>
1	<p><i>Experience in number of Urban Infrastructure Project or Project Management Consultancy Projects having consultancy fee of atleast INR 10 crores over the past ten (10) years.</i></p> <p><i>Each Project carries 18 Marks (Maximum of 36 Marks) Project 1: 18 Marks Project 2: 36 Marks</i></p>	36	<p><i>Work order/ copy of few pages of the contract agreement/letter of Award.</i></p>
2	<p><i>Bidder should have average annual turnover of have an average annual turnover of at least INR 05 crore in three (3) consecutive financial years in last four (4) financial years from the date of bid submission.</i></p> <p><i>Maximum of 24 Marks INR 05 crores: 8 Marks INR 07 crores : 16 Marks INR 10 crores: 24 Marks</i></p>	24	<p><i>Form 2 and Audited Financial statements from Chartered Accountant or Statutory Auditor.</i></p>
3	<p><i>CVs of key personnel 5 marks for each profile as mentioned in Clause 3.2 (8 key personnel x 5 marks)</i></p> <p><i>The number of marks to be assigned to shall be determined considering the following three sub-criteria and relevant percentage weights:</i></p> <p><i>1. General qualifications (general education, training, and experience): 25% weightage</i></p> <p><i>2. Adequacy for the Project (relevant education, training, experience in Similar Projects): 50% weightage</i></p> <p><i>3. Years of experience in similar role: 25% weightage</i></p>	40	<p><i>Key personnel CVs submitted</i></p>
	<b>Total</b>	<b>100</b>	

Minimum score of 60 marks is required in the evaluation process. Only those bids having minimum score would be eligible for opening of financial bids. All the firms which meet the minimum qualifying marks prescribed will stand technically qualified for consideration of their financial bids.

**FOR Quality cum Cost based Selection (QCBS)**

Under QCBS, the Technical Proposals will be allotted weightage of 70% while the Financial Proposals will be allotted weightages of 30%.

Proposal with the lowest cost shall be given a financial score of 100 and other proposals shall be given a financial score that are inversely proportional to their quoted prices.

The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. The proposed weightages for quality and cost shall be specified in the RFP.

**Highest points basis:** On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

As an example, the following procedure can be followed.

In a particular case of selection of consultant, it was decided to have minimum qualifying marks for technical qualifications as 60 and the weightage of the technical bids and financial bids was kept as 70:30.

In response to the RFP, 3 proposals, A, B & C were received. The technical evaluation committee awarded them 75, 80 and 90 marks respectively. The minimum qualifying marks were 60. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal Evaluated cost:

A. Rs. 120.

B. Rs. 100.

C. Rs. 110.

Using the formula  $LEC \times 100 / EC$ , where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the committee gave them the following points for financial proposals:

A:  $100 \times 100 / 120 = 83$  points

B:  $100 \times 100 / 100 = 100$  points

C:  $100 \times 100 / 110 = 91$  points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Proposal A:  $75 \times 0.70 + 83 \times 0.30 = 77.4$  points

Proposal B:  $80 \times 0.70 + 100 \times 0.30 = 86$  points

Proposal C:  $90 \times 0.70 + 91 \times 0.30 = 90.3$  points

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 77.4 points H3

Proposal B: 86 points H2

Proposal C: 90.3 points H1

Proposal C at the evaluated cost of Rs. 110 was, therefore, declared as H1 (highest ranked) and recommended for negotiations/approval, to the competent authority.

## Annexure A: Standard Forms

### FORM 1: Technical Proposal Submission Form

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sir:

We, the undersigned, offer to provide the consulting services for [*title of assignment*] in accordance with your Request for Proposal dated [*Date*] and our Proposal. We are hereby submitting our Proposal, which includes 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 Consultancy for preparation of Master Plan for Mandi 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: \_\_\_\_\_

**FORM 2: Financial capacity of the Bidder**

#	Financial Year	Annual Revenue (in INR)
1.		
2.		
3.		
4.		

*Note: Attach audited financial statements as proof of the above figures.*

Sincerely,

---

(Signature of the Authorized Person)

Name:

Designation:

<Seal and stamp of the bidder and CA>

**FORM 3A: Eligible assignments of the Bidder**

#	Name of Project*	Name of Client	Professional fee received by the Bidder (in Rs. crore)
1			
2			
3			
4			
5			
6			
7			
8			

\* The Bidder should provide details of only those assignments that have been undertaken by it under its own name.

**FORM 3B: Eligible Project Details**

Assignment name:	
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No of man-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 Bidders, if any:	No. of professional man-months provided by associated Bidders:
Narrative description of Project	
Description of actual services provided by your staff within the assignment:	
Firm's Name:	



**FORM 4: Bidder's organization and experience**

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

## **FORM 5: Declaration**

Declaration for not being barred by the Central Government, any State Government, a statutory authority or a public sector

### **Declaration Letter for “<insert name of the RFP>”**

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to <insert name of the RFP>, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> has not been blacklisted by any Central / State Government Department / Public Sector Undertaking.

Sincerely,

---

(Signature of the Authorized Person)

Name:

Designation:

## **FORM 6: Declaration**

Declaration that, during the last three years, the Bidder has neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.

### **Declaration Letter for “<insert name of the RFP>”**

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to <insert name of the RFP>, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> has during the last three years, neither failed to perform on any agreement, nor has been evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or agreement nor have had any agreement terminated for breach by us.

Sincerely,

---

(Signature of the Authorized Person)

Name:

Designation:

## FORM 7: Financial Proposal

[Date]

To: [Name and address of Client]

**Subject: Financial proposal**

**Reference: (Insert name of the consultancy)**

Dear Sirs,

We have read and examined the RFP document complete with the Terms of reference, Instructions to Bidders and General Conditions of Contract.

Our Financial Quotation for the captioned work is INR..... (in words).

The financial proposal submitted is unconditional and fulfils all the requirements of the RFP document. Provisions for GST shall be as per the terms stated in Clause 1.6 in Annexure B of the RFP document.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the proposal. We understand the Authority is not bound to accept any proposal that is received.

---

Signature and Name of the Authorised Person

---

**NAME OF THE BIDDER AND SEAL**

Hiring a Consultant for Preparation of Master Plan for Temple Trust Shri Naina Devi Ji District Bilaspur

## FORM 8: EMD Return Form

\*NOTE: This form will be utilized for return of EMD only as per the Clause 2.2.15

[Date]

To: [Name and address of Client]

**Subject: Return of EMD for Reference Number** <tender reference number> <name of RFP>

**Reference: (Insert name of the consultancy)**

Dear Sir,

This is in reference to return the Earnest Money Deposited for <name of the RFP> with Reference number <reference number> Tender ID <tender ID>. The details of deposit are illustrated below:

UTR Number:

Bank Name:

Amount:

Date of Transfer:

We wanted to request you to please return the above-mentioned transferred amount as EMD to the bank details as illustrated below:

Name of the beneficiary:

Name of Bank:

Name of Branch:

Account Number:

IFSC Code:

Swift Code:

Kindly grant us with your permission for the above.

Thanking You.

Yours Faithfully,

<name and signature of the authorized  
signatory along with seal and stamp of the  
Bidder>

## **Annexure B: General Conditions of Contract (GCC)**

### **1. General Provision**

#### **1.1. Definitions**

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

- i. "Applicable Law" means the laws and any other instruments having the force of law in India as they may be issued and be in force from time to time;
- ii. "Authorized Representatives" shall have the meaning set forth in Clause 1.5 of Annexure B
- iii. "Bidder" means any private or public entity that will provide the Services to the Authority ("the Client") under the Contract.
- iv. "Client" means the Authority with which the Bidder signs the Contract for the Services
- v. "Contract" or "Agreement" means the Contract signed by the Parties and all the attached documents, if any
- vi. "Confidentiality" shall have the meaning set forth in Clause 3.3 of Annexure B
- vii. "Consultant" means the successful bidder with whom the contract shall be or has been signed
- viii. "Eligibility" shall have the meaning set forth in Clause 4.1 of the RFP
- ix. "EMD" Earnest Money Deposit
- x. "Government" means the Government of the Client's country/state
- xi. "Key Dates" shall mean the dates mentioned in the Data Sheet
- xii. "LOA" Letter of Award
- xiii. "Official Website" is [www.srinainadevi.com](http://www.srinainadevi.com)
- xiv. "Party" means the "Client or the Bidder" as the case may be, and "Parties" means both of them
- xv. "Personnel" means professionals and support staff provided by the Bidder assigned to perform the Services or any part thereof
- xvi. "Proposal Due Date" or "PDD" shall mean the date as specified in the Data Sheet
- xvii. "Proposal Validity Period" shall mean the number of days for which the proposal shall be called valid post bidding till the signing of contract (the number of days are as mentioned in the Data Sheet)
- xviii. "RFP" means Request for Proposal i.e. It is a document that solicits a proposal, made through bidding process, by an agency or Authority interested in procurement of a commodity, service, or valuable asset.
- xix. "Scheduled Bank" means Banks specified in the RBI Act, 1932
- xx. "Services" means the work to be performed by the Bidder pursuant to the Contract.
- xxi. "days" means calendar days
- xxii. "weeks" means calendar weeks
- xxiii. "months" means calendar months

## **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. Language**

This Contract has been executed in English language, 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 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.

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

## **1.5. 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 Bidder may be taken or executed by the officials specified in the Contract.

## **1.6. Taxes and Duties**

TDS @ 1% 0or mentioned in HPPWD agreement form 8 may be deducted and deposited by the Authority. The Professional Fee agreed as part of this contract shall be inclusive of statutory taxes, duties, cess and levies in India during the contractual period and GST.

## **1.7. Fraud and Corruption**

For the purpose of this Contract, the terms set forth below as defined as follows:

- i. "corrupt practice" means 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;
- ii. "fraudulent practice" means misrepresentation or omission of facts in order to influence the selection process or the execution of a contract;
- iii. "Collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- iv. "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 the contract.

Measures to be taken:

The Client will cancel the Contract if representatives of the Bidder are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract;

The Client will sanction the Bidder, including declaring the bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in



competing for, or in executing, the said contract.

### **1.8. Limitation of Liability**

The Contract will require that the aggregate liability of the bidder under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Bidder hereunder. The preceding limitation shall not apply to liability arising as a result of the Bidder's fraud in performance of the services hereunder.

### **1.9. Insurance**

The Bidders are expected to maintain insurance cover for the following events to insure Bidder's risks against:

- loss of or damage to equipment, property in connection with the Contract;  
and
- ii. Personal injury or death of the employees

For any other events that may be applicable, the Client does not take any responsibility for insurance coverage in case of any mishappening.

### **1.10. Liquidated Damages**

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 2% (two per cent) of the Agreement/Contract Value per month, subject to a maximum of 10% (ten percent) of the Agreement/contract Value shall be imposed and shall be recovered by appropriation from Payment of the consultant or the Performance Security.

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the bidder in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause.

### **1.11. Performance Security**

For the purposes of the Agreement, performance security shall be deemed to be an amount equal to 10 % (ten per cent) of the Agreement Value (the "Performance Security"); which must be provided in the form of a bank guarantee / FDR from a Nationalised or a Scheduled Bank.

In case any services are not found as per the prescribed Specification as given in Section 3, the Client may impose penalties on the Bidder. The consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the bidder by way of deemed liquidated damages, subject to a maximum of 10% (ten per cent) of the Agreement/ contract value and may be recovered by appropriation from the Performance Security as well. Depending on the severity of the situation, the entire Performance Security may get forfeited.

### **1.12. Forfeiture of Performance Security by Authority**

For successful bidders, the Performance Security submitted may be forfeited under following conditions:

- i. If the consultant violates any such important conditions of the RFP / Contract; or
- ii. If the consultant indulges in such activity which will or may jeopardize the interest of Chairman, Temple Trust Shri Naina Devi Ji in timely finalization of this project; or
- iii. If the liquidated damages are found to be higher than Performance Security Submitted by the consultant.

## **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.

## **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 Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies

Force Majeure shall not include

- i. Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor
- ii. Any event which a diligent Party could reasonably have been expected to both
- iii. Take into account at the time of the conclusion of this Agreement, and
- iv. Avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **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.

### **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, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

### 2.6. Termination

Either Party may terminate the Contract 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 thirty (30) days' written notice of termination to the Consultant, and sixty (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 thirty (30) 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.
- 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.
- 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 8 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:

- a) 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.
- b) 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.
- c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to GC Clause 8 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 shall make the following payments to the Consultant:

- a) Payment pursuant to GC Clause 2.6 for Services satisfactorily performed prior to the effective date of termination;
- b) 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 incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

### **3. Obligations of the Bidder**

#### **3.1. Standard of Performance**

The Bidder 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 safe and effective equipment, machinery, materials and methods. The Bidder 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.

#### **3.2. Responsibility of the Bidder**

The Bidder shall be fully responsible for site review and event of the services conforming to relevant Indian or International standards.

The Bidder may commence execution of services on the start date and shall carry out the services in accordance with the program submitted by the Bidder, as updated with the approval of the Client, and complete them by the intended completion date.

The workmanship shall be of high order and quality so as to prevent accidents and damaging of the environment and surroundings.

Notwithstanding anything mentioned in this RFP, the Bidder shall ensure compliance with all Applicable Laws and any guidelines which have been issued by the government or Client from time to time.

#### **3.3. Confidentiality**

Except with the prior written consent of the Client, the Bidder 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 Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract 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 the Contract, (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 the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations. These obligations shall be valid for a period of six (6) months post the date of termination of the Contract.

#### **3.4. Documents prepared by the Bidder to be the property of the Client**

- a. All deliverables in the form of data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") submitted by the Bidder 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.

- b. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract 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 the Contract, (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 the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations.

### **3.5. Accounting**

The Bidder 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**

- a. Assistance and Exemptions - The Client shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the Contract.
- b. 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 Bidder**

### **5.1. Professional fee and Payments**

The total payment due to the Bidder shall be governed by the professional fee as agreed in this Contract and shall be inclusive of statutory taxes, duties, cess and levies in India during the contractual period including GST.

### **5.2. Terms and Conditions of Payment**

Payments will be made to the account of the Bidder and according to the payment schedule stated in Section 3.

## **6. Good Faith and Indemnity**

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.

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. Penalty**

In addition to the liquidated damages not amounting to penalty, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

## **8. Settlement of Disputes**

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

### **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 of any dispute between the Parties arising out of or in connection with the Contract, 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.

### **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 Bilaspur, Himachal Pradesh. The language of arbitration shall be English.

The Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

### **Jurisdiction**

In the event that Parties fail to settle the dispute amicably, the same shall be settled by binding Arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act, 1996.

**Any dispute arising in relation to this Contract shall be subjected to Jurisdiction of District court of Bilaspur, Himachal Pradesh.**

### **Approved Draft**

Sd/-	sd/-	sd/-	sd/-	sd/-
Head Draftsman	Junior Engineer	Temple Officer	Assistant Engineer	Chairman
Temple Trust	Temple Trust	Temple Trust	Temple Trust	Temple Trust
Shri Naina Devi Ji	Shri Naina Devi Ji	Shri Naina Devi Ji	Shri Naina Devi Ji	Shri Naina Devi Ji