

**Government of Himachal Pradesh**  
**Town and Country Planning Department**

**REQUEST FOR PROPOSAL (RFP) FOR CONSULTANCY SERVICES**  
**GIS-BASED DEVELOPMENT PLAN FORMULATION FOR**  
**SHIMLA IN HIMACHAL PRADESH**

**REVISED RFP**

Director, Town & Country Planning Department, Himachal Pradesh, proposes to undertake **GIS-based Development Plan** Formulation for **Shimla** comprising of AMRUT City Shimla and its surrounding areas under the provisions of the Himachal Pradesh Town & Country Planning Act, 1977.

Proposals are invited to conduct the assignment and submit the deliverables from Public Sector Undertakings/Autonomous Bodies/Organizations and consulting firms/ consortium that have requisite experience and infrastructure.

Details may be accessed and the RFP/application forms can be downloaded from the website: [www.tcp.hp.gov.in](http://www.tcp.hp.gov.in). The completed application, as per instructions in the RFP document, should reach the following address latest by **24<sup>th</sup> August, 2017 up to 3.00 P.M.**

Nodal Officer- State Town Planner,  
Town & Country Planning Department,  
Block 32-A, SDA Complex, Kasumpti, Shimla-9.  
Phone: 0177-2625752  
Mobile No. 9418470359  
Fax: 0177-2625787  
Email: [tcp-hp@nic.in](mailto:tcp-hp@nic.in)  
Web: [www.tcp.hp.gov.in](http://www.tcp.hp.gov.in)

The Director, TCP reserves the sole right to accept or reject any or all proposals without assigning any reason whatsoever.

**Important Dates/Periods**

- |   |  |
|---|--|
| i) Pre-bid Meeting                        | : <b>4<sup>th</sup> August, 2017 at 11.00 A.M.</b>   |
| ii) Submission of Bids                    | : <b>24<sup>th</sup> August, 2017 up to 3.00 P.M.</b>  |
| iii) Submission of Draft Development Plan | : <b>450 days</b> (1 year and 3 months) from the date of award of work.                      |
| iv) Support Period                        | : 365 days (1 year) from the date of submission of Development Plan to the State Government. |

Signature of Nodal Officer  
State Town Planner



*Atal Mission for Rejuvenation  
and Urban Transformation*

**GIS-BASED DEVELOPMENT PLAN FORMULATION  
FOR SHIMLA  
IN HIMACHAL PRADESH STATE UNDER AMRUT**

**REQUEST FOR PROPOSALS**



Government of Himachal Pradesh  
Town and Country Planning Department  
Block 32-A, SDA Complex, Kasumpti, Shimla-9.  
Phone: 0177-2625752, Fax: 0177-2625787, Email: [tcp-hp@nic.in](mailto:tcp-hp@nic.in)  
[www.tcp.hp.gov.in](http://www.tcp.hp.gov.in)  
July, 2017

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## SECTION 1- INVITATION

1. Director, Town and Country Planning Department, Government of Himachal Pradesh (hereinafter called the Director) invites Request for Proposal for **GIS-based Development Plan** Formulation for **Shimla** comprising of **AMRUT City Shimla** and its surrounding areas under the Atal Mission for Rejuvenation and Urban Transformation (AMRUT) of Ministry of Urban Development, Govt. of India.
2. The objective of the assignment is to prepare the Development Plan for Shimla (as defined hereunder) under the provisions of the Himachal Pradesh Town & Country Planning Act, 1977.
3. A consulting firm will be selected as per procedure described in this RFP.
4. The RFP includes the following:

Section 1 - Invitation

Section 2 - Terms of Reference

Section 3 - Information to Consultants

Section 4 - Prequalification - Standard Forms

Section 5 - Technical Proposal - Standard Forms

Section 6 - Financial Proposal - Standard Forms

Section 7 - Standard Form of Contract

Signatures of Nodal Officer  
State Town Planner

## **SECTION 2- TERMS OF REFERENCE**

### **Contents**

1. Introduction
2. Scope of Work
3. Deliverables and Time/ Payment Schedule
4. Support by Consultant after submission of Development Plan to the State Government
5. Procedure for Monitoring & Review of the Assignment
6. General

## TERMS OF REFERENCE

### 1. Introduction

- 1.1 The purpose of Atal Mission for Rejuvenation and Urban Transformation (AMRUT) is to provide basic services (e.g. water supply, sewerage, urban transport) to households and build amenities in cities which will improve the quality of life for all, especially the poor and the disadvantaged. The major components of the Mission are to
- (i) ensure that every household has access to a tap with assured supply of water and sewerage connection;
  - (ii) increase the amenity value of cities by developing greenery and well maintained open spaces (e.g. parks);
  - (iii) reduce pollution by switching to public transport or constructing facilities for non-motorized transport (e.g. walking and cycling). Besides these, the Mission has identified eleven major reforms. Urban Planning and City Level Plans including Preparation of Development Plan using GIS is one of them. Development Plans provide the basis for infrastructure provision, effective landuse management and utilization, spatial growth management, project planning, and urban management.
- 1.2 The Director, Town & Country Planning Department, Himachal Pradesh proposes to undertake work for preparation of GIS-based Development Plan Formulation for Shimla, comprising of following areas/entities in the State:-

| Name of Area/Entity                        | Area in hectares | Population as per census 2011 |
|--|------------------|-------------------------------|
| Municipal Corporation, Shimla (AMRUT City) | 2,207            | 1,69,578                      |
| Ghanahatti Special Area                    | 1,647            | 10,715                        |
| Kufri Special Area                         | 3,173            | 12,550                        |
| Shoghi Special Area                        | 2,923            | 12,417                        |
| Additional Shimla Planning Area            | 12,500           | 27,640                        |
| <b>Total</b>                               | <b>22,450</b>    | <b>2,32,900</b>               |

### 1.3 Description of the Assignment

The major components of the assignment are:

- 1.3.1 **Formulation of Development Plan:** Formulation of GIS-based Development Plan under the provisions of the Himachal Pradesh Town & Country Planning Act, 1977 for Shimla comprising of AMRUT City Shimla and its surrounding areas as defined at 1.2 above. The said Plan includes demand assessment, identification of issues, projected requirements, development strategy and draft proposals on the GIS base map and sector-wise data analysis, to be done by the Consultant. The deliverables shall be in the form of base map, thematic maps specified, data analysis reports, draft plan document, etc. Besides the URDPFI Guidelines, 2014 issued by the Ministry of

Urban Development, Govt. of India as well as the Himachal Pradesh Town & Country Planning Act, 1977 plus the Himachal Pradesh Town & Country Planning Rules, 2014 may also be referred.

- 1.3.2 Spatial Attribute Collection & Vetting of Base Maps:** The Director will make available the draft base map of Shimla obtained from NRSC Hyderabad to the Consultant for value addition by collecting spatial attributes as per Design & Standards prescribed by the TCPO, Ministry of Urban Development, Government of India. The draft base map shall then be sent back to NRSC to incorporate the attributes collected by the Consultant on GIS database and generate draft final base map. NRSC, after incorporating spatial attributes, will send the final map generated to the Director, Town and Country Planning Department for vetting, after which the final base maps will be generated which will be used as an input for plan formulation.
- 1.3.3 Urban Database Creation:** Sector-wise data collection and data analysis report in respect of socio-economic and physical aspects is to be done by the Consultant. These shall be as per the Design & Standards prescribed by the Ministry of Urban Development, Government of India. In addition, primary surveys such as Land Use surveys; traffic & transport surveys, household surveys, etc. are also required to be undertaken.

## **2. Scope of Work**

- 2.1** The relevant provisions for formulation of Development Plan are given at section 18 of the Himachal Pradesh Town & Country Planning Act, 1977. The **Broad Scope** of work shall be as hereunder:-
- (a) Indicate broadly the land use proposed;
    - (i) Residential, industrial, commercial or agricultural purposes,
    - (ii) open spaces, parks and gardens, green belts, zoological gardens, play-grounds, non developable areas and hazardous slopes,
    - (iii) public institutions and offices,
    - (iv) such special purposes as the Director may deem fit;
  - (b) allocate broadly areas or sector of land for,-
    - (i) residential, industrial, commercial or agricultural purposes,
    - (ii) open spaces, parks and gardens, green belts, zoological gardens and play grounds,
    - (iii) public institutions and offices,
    - (iv) such special purposes as the Director may deem fit;
  - (c) lay down the pattern of National and State Highways connecting the area with the rest of the region, ring roads, arterial roads, and the major roads within the area;
  - (d) provide for the location of air-ports, railway stations, bus terminal and indicate the proposed extension and development of railways;
  - (e) make proposals for general landscaping and preservation of natural areas;
  - (f) project the requirements of the area of such amenities and utilities as water, drainage, electricity and suggest their fulfilment;

- (g) propose broad-based regulations for sectoral development, by way of guide-lines, within each sector of the location, height, size of buildings and structures, open spaces, court-yards and the use to which such buildings and structures and land may be put including regulations for facade control and sloping roof conforming to the hill architecture and environs;
- (h) lay down the broad-based traffic circulation patterns in a city;
- (i) suggest architectural control features, elevation and frontage of buildings and structures;
- (j) indicate measures for flood control and protection against land slide, prevention of air and water pollution, disposal of garbage and general environmental control.

Such requirements and proposals in respect of above will cater for projected population for the year **2035 A.D.** The following particulars shall accompany as per the requirements of section 19(1) of the Act:-

- (i) The existing land use map showing the existing pattern of development in terms of land uses namely residential, commercial, industrial, traffic & transportation, facilities & services, parks & open spaces, forests etc.;
- (ii) a narrative report, supported by maps and charts, explaining the provisions of the draft development plan;
- (iii) the phasing of implementation of the development plan as suggested by the Director;
- (iv) the provisions for enforcing the development plan and stating the manner in which permission to development may be obtained;
- (v) an approximate estimate of the cost of land acquisition for public purposes and the cost of works involved in the implementation of the plan.

**2.2** The Development Plan being prepared will include, but not be limited to, the following aspects:

**2.2.1 Other imperatives**

1. The Consultant shall give his inputs on the Base Map which shall be requisitioned by the Director. This input shall be on the basis of the field verification. This is as per item 1.3.2 above.
2. Collection of revenue maps and papers to ascertain the ownership of lands in the Government/private sector.
3. Collection of Forest maps to have details of the forest areas.
4. Study of the entire area in the light of various studies/projects already undertaken in respect thereof namely:-
  - (i) Interim Development Plan prepared for Shimla Planning Area in the year 1979.
  - (ii) Draft Development Plan prepared by the TCP Department for Shimla and placed before the State Cabinet on 18.4.2012.
  - (iii) 17 Green belts notified in Shimla.



- (iv) Comprehensive Mobility Plan got prepared for Shimla.
  - (v) City Development Plan for Shimla.
  - (vi) Environmental Impact Assessment in respect of 17 Green Belts of Shimla.
  - (vii) Studies undertaken in respect of housing, parks & open spaces etc. under JNNURM.
  - (viii) Hazard Risk Vulnerability Assessment Report of Shimla City prepared by TARU Leading Edge Pvt. Ltd., under UNDP.
  - (ix) Report submitted by the Committee appointed by the Hon'ble National Green Tribunal (NGT) regarding carrying capacity of Shimla.
  - (x) D.P.R. prepared by the I& P H Department for water supply in respect of Shimla City and its adjoining villages.
  - (xi) Heritage zone, listing of heritage buildings and regulations there for.
  - (xii) Project Report of Shimla town under the centrally sponsored National Urban Information Scheme.
  - (xiii) Directions/observations of the Hon'ble High Court of Himachal Pradesh with regard to construction/development in Shimla.
  - (xiv) Directions/observations of the Hon'ble National Green Tribunal with regard to the carrying capacity of Shimla.
  - (xv) Any other projects/surveys/studies undertaken for Shimla City and surrounding areas from time to time.
5. Conducting various surveys & studies for residential, commercial, industrial, traffic and transportation, open & green spaces, recreational facilities, tourism, public and semi-public facilities, amenities like telephone, water supply, sewerage, electricity, drainage, solid waste management etc, hazard prone areas like steep slopes, forests, sliding/sinking areas, flood prone areas including marking of HFL, heritage, land suitability, availability of Government land and all that is required to be studied for proposing future land use for the year **2035 A.D.** Besides, the floating population as well tourist influx in Shimla City, shall also be taken into account. The consultant shall have to conduct basic standard traffic surveys but not limited to surveys such as, road network inventory survey, traffic volume count at major intersections/junctions, outer cordon Origin-Destination Surveys, pedestrian count at important intersections along with opinion surveys, bus terminal OD interview surveys, on street/off street parking surveys etc.
6. Stakeholders' Consultations at various stages of preparation of Development Plan. Minimum 5 Stakeholders' meetings shall be conducted considering the importance and duration of the assignment.
1. **Introductory meeting:** Before submission of Inception Report, with all Line Departments
  2. **Workshop-1:** During 2nd Stage, Spatial attribute collection and vetting of Base Maps
  3. **Workshop-2:** During 4th Stage, Projected Requirements, Issues and Potentials

4. **Workshop-3:** During 5th Stage, Draft Development Plan
5. **Workshop-4:** During 6th Stage, i.e Support Period.

The venue for Stakeholders' meetings will be arranged by the TCP Department. It will facilitate in organizing these meetings and shall also bear all expenses on account of venue, refreshments etc. whereas the consultant shall provide technical material and support and bear all expenses towards their own travel and stay.

7. Undertaking relevant studies, surveys and analysis for preparing the Development Plan. For this purpose the sample size of around 5% of households may be adopted.
8. Preparation of Draft Development Plan on GIS environment under provisions of section 18 of HPTCP Act, 1977. Recourse shall be taken to the URDPFI Guidelines, 2014 as well as various policies of the Central and State Governments. Separate layers shall be developed showing existing land use map, road network design, amenities and facilities, forest areas, hazard/disaster prone areas like sinking, sliding & steep areas and proposed land use etc. The base maps shall be prepared on a scale of **1:4,000** with a contour interval of 10 meters.
9. Particulars to be specified in regard to the Draft Development Plan under section 19(1) of the Act.
10. Publication of Draft Development Plan by the Director (TCP), receiving objections/suggestions and modifications to the Draft Development Plan under Section 19 of TCP Act, 1977.
11. Supporting TCP Department for tasks related to Finalisation and Sanction of Development Plans under Sections 19 and 20 of the Himachal Pradesh Town & Country Planning Act, 1977.
12. The selected Consultant shall maintain a sub office and a duly authorized representative at Divisional Town Planning Office, Shimla, throughout the currency of the contract in order to have desired liaison with the client and ensure attending of regular / unscheduled meetings convened by the client and/or other committees constituted for the purpose and compliance to decision/ advice as may be issued by them. Department will provide office space of 10' x 12' (approx.) to the Consultant in its own office premises.

### **2.2.2. Related issues**

- (i) Location, physiography, linkages, climate, regional setting
- (ii) Historical background
- (iii) Brief description of city, review of existing Interim Development Plan,
- (iv) Issues related to implementation of existing Interim Development Plan
- (v) Spatial growth of the City& direction, incorporation of new areas
- (vi) Demographic data including population (urban/ rural, ward-wise, male &female), literacy rate, growth of population, workers and non-workers, occupational structure, etc shall be collected – as per current & past Census data.
- (vii) Employment generating activities – existing and potential
- (viii) Industries–existing and potential, their nature, employment etc.

- (ix) Commercial activities including retail and wholesale business, warehousing and godowns, mandis, rural markets, etc.
- (x) Government and semi government offices and government reserved areas.
- (xi) Educational facilities (Govt. /Private) including universities, colleges(engineering, medical, arts, science, commerce, law, etc.), schools (higher secondary, secondary, middle, primary, nursery, etc.) vocational training centres, etc.
- (xii) Medical facilities (Govt. /Private) including hospitals, dispensaries, primary health centres, veterinary, ayurvedic, homeopathic, etc.
- (xiii) Social, cultural and other religious activities
- (xiv) Other community facilities including cremation and burial grounds
- (xv) Physical infrastructure – electricity, water supply, sewerage, solid waste management, telephone, etc.
- (xvi) Recreational facilities including parks, open spaces, mela grounds and playgrounds, semi-public recreation, etc.
- (xvii) Agricultural use including dairies, orchards, nurseries, reserved forests, etc.
- (xviii) Circulation facilities including airport/railway stations and yards, road transport terminals, stands for buses and trucks, parking, etc.
- (xix) Proposals/ commitments by Central/ State Government, concerned Local Body, Development Authority, etc.)
- (xx) All vacant lands under government ownership (non-built)
- (xxi) All forest lands
- (xxii) Places of tourist and heritage importance both natural and manmade including natural areas, fairs and festivals, etc.
- (xxiii) Legislative and Institutional Framework, institutional structure – municipal bodies, development authority, etc.
- (xxiv) Action Plan, identification of projects and phasing, resource mobilization

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

The Director will provide a draft base map on 1:4000 scale as obtained from NRSC using high resolution satellite data. To provide authenticity to the information provided by NRSC, value-addition of spatial features will be done through collection of attributes and the same will be got vetted by the Director, Town and Country Planning Department for further usage. The layer-wise spatial attributes as per the proforma given in Design & Standards will be collected from the field by the Consultant with the help of officials of concerned department and provided to NRSC for incorporation so that the draft final base map can be generated which can be used as an input to the plan formulation.

### **2.4 Urban Database Creation**

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

collected from primary surveys. Data analysis will be presented sector-wise, in the form of chapters in the Development Plan document.

## 2.5 Formulation of Development Plan

The horizon year for the Development Plan will be 2035 A.D. The draft Development Plan will specify the aims and objectives for the development of Shimla. Contents of the Development Plan document will be as per URDPFI Guidelines and statutory provisions of the Himachal Pradesh Town & Country Planning Act, 1977 plus Himachal Pradesh Town & Country Planning Rules, 2014.

## 3. Deliverables and Time/ Payment Schedule

The following time schedule/payment schedule is proposed:

| Sl. No. | Stage Report   | No. of Copies  | Schedule   | Cumulative Time Period        | Payment Schedule  |
|---------|--|----------------|--|-------------------------------|---|
| i)      | Inception Report                                     | 10 + soft copy | 30 days from date of award   | 30 days                       | 10% of the total cost would be payable on approval of Inception Report                        |
| ii)     | Spatial attribute collection and vetting of Base Map | 10 + soft copy | 120 days from date of approval of Inception Report                           | 150 days plus processing time | 20% of the total cost would be payable on approval of Base Map                                |
| iii)    | Data Analysis Report                                 | 10 + soft copy | 120 days from date of approval of Base Map                                   | 270 days plus processing time | 10% of the total cost would be payable on approval of Data Analysis Report                    |
| iv)     | Projected Requirements, Issues & Potentials          | 10 + soft copy | 60 days from date of approval of Data Analysis Report                        | 330 days plus processing time | 20% of the total cost would be payable on approval of Data Analysis Report                    |
| v)      | Draft Development Plan                               | 10 + soft copy | 60 days from date of approval of Projected Requirements, Issues & Potentials | 390 days plus processing time | 20% of the total cost would be payable on approval of Draft Development Plan                  |
| vi)     | Development Plan                                     | 10 + soft copy | 60 days from the date of approval of Draft Development Plan                  | 450 days plus processing time | 20% of the total cost would be payable on submission of Development Plan to State Government. |

**Note:** Processing time is the time between submission of the stage report and issue of the minutes for approval/ modification of the same and would be about 30

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

The Consultant will be required to make a presentation before the Consultancy Evaluation and Review Committee (CERC) within a week of submission of each of the above reports. The observations/ suggestions of the CERC will be incorporated in the next stage of submission.

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

#### **4. Support by Consultant after submission of Development Plan to the State Government**

The Consultant will provide support for one year from the date of submission of Development Plan to the State Government for the plan approval process, workshops, discussions and making presentations to various agencies/ departments, incorporating modifications, if any, as and when required by the State Government. The complete team proposed for the assignment should be available throughout the concurrency of the support period. However, the services of proposed key professionals will be required as and when intimated by the Client during the support period.

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

The Consultant's work will be monitored and reviewed by the Consultancy Evaluation and Review Committee (CERC) under the Chairmanship of the Director TCP. The composition of the Committee will be as follows:

|       |  |                 |
|-------|--|-----------------|
| (i)   | Director, TCP                                  | Chairman        |
| (ii)  | State Town Planner                             | Member          |
| (iii) | Commissioner, Municipal Corporation, Shimla    | Member          |
| (iv)  | Town & Country Planner, Shimla                 | Member          |
| (v)   | Chief Planner, TCPO/MoUD or his representative | Member          |
| (vi)  | Town & Country Planner (HQ)                    | Member-Convener |

The Consultant shall submit each of the above-mentioned deliverables as per the schedule mentioned above. This will be followed by a presentation to the CERC Committee within a week, wherein, the CERC members shall give their comments and suggestions in the form of feedback. Subsequently, the Consultant will incorporate all such comments and suggestions in their next stage report.

#### **6. General**

- (i) The details about the methodology and data outputs in respect of consultancy should be worked out in the bid offer by the consulting firm.
- (ii) All data collected by the Consultant shall be made available to the Director in proper organized format and this data shall remain the property of the Town and Country Planning Department, Himachal Pradesh.

- (iii) The data collected and the research results of the Consultancy shall not be divulged to other agencies without the explicit approval of the Director.
- (iv) All reports should be submitted in hard and soft copy. Reports should be in Microsoft Word format. Maps and drawings should be in the compatible format of GIS facilities available with the Town and Country Planning Department, Himachal Pradesh.
- (v) Monthly Progress Report will be submitted by the consultant to review the progress of the Study.

## SECTION 3. INFORMATION TO CONSULTANTS

### 1. Introduction

- 1.1 The Director, Town & Country Planning Department, Himachal Pradesh will select a Consultant for carrying out the assignment on GIS-based Development Plan Formulation for Shimla comprising of Shimla City (AMRUT CITY) and its surrounding areas as defined above under AMRUT in coordination with Town and Country Planning Department, Himachal Pradesh.
- 1.2 Proposals are to be submitted separately for Pre-Qualification, Technical and Financial stages as per para 2.2 below.
- 1.3 Proposals should be submitted in English.

### 2. Method of selection

- 2.1 Selection will be done on the basis of **3-stage** process. In the 1<sup>st</sup> stage, pre-qualification information submitted by interested Consultants in prescribed format will be evaluated. Only those who meet the pre-qualification criteria will qualify 1<sup>st</sup> stage and will be considered for 2<sup>nd</sup> stage. In the 2<sup>nd</sup> stage, Technical Proposals will be opened and evaluated and Technical scores will be given. In the 3<sup>rd</sup> stage, Financial Proposals of only those Consultants who have obtained a technical score of 80% and above will be opened. The Consultant with the L1 bid will be called for further discussions to sign a Contract Agreement.
- 2.2 Interested consulting firms are requested to submit three-stage documents in separate sealed covers:
  - (a) Pre-Qualification
  - (b) Technical Proposal
  - (c) Financial Proposal
- 2.3 Consultants must submit an original and two additional copies of Pre-qualification, Technical Proposal and Financial Proposal alongwith soft copy of Pre-qualification and Technical Proposal only.
- 2.4 The Technical Proposal should be accompanied with an **Earnest Money Deposit** (refundable for all non-successful bidders) of **Rs.2,00,000/- (Rs. Two lac only)** in the form of demand draft drawn in favour of Director, Town & Country Planning Department, Government of Himachal Pradesh, payable at Shimla.
- 2.5 **Refund/Adjustment of Earnest Money:**
  - Earnest money of the successful bidder(s) shall be refunded with the final payment to the Consultant.
  - Earnest money of the unsuccessful bidder(s) shall be refunded as early as possible.
  - No interest shall be paid on Earnest Money.
  - Earnest money shall stand forfeited -
    - If the bid is withdrawn at any time before the validity period, or
    - If the successful bidder fails to execute the contract and/or does not execute performance guarantee within the stipulated period.

2.6 The outer envelope containing proposal should be marked clearly “**Consultancy Services for GIS-based Development Plan Formulation for Shimla in Himachal Pradesh State under AMRUT**”.

2.7 The proposal submission address is:

**State Town Planner,**

Town & Country Planning Department, Block 32-A,  
SDA Complex, Kasumpti, Shimla-9.

Phone:0177-2625752

Fax: 0177-2625787

Email: [tcp-hp@nic.in](mailto:tcp-hp@nic.in)

2.8 Proposals must be submitted not later than the following date and time:  
Date: **24.08.2017**, Time: upto **3.00 P.M.**

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

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

3.1 A pre-bid conference will be held on **04.08.2017** at **11.00 A.M.** in the office of Director, Town & Country Planning Department, Block 32-A, SDA Complex, Kasumpti, Shimla-9. Consultants are encouraged to attend the conference before submitting their proposals.

3.2 Clarifications of the RFP may be requested by the Consultants (in writing only, by mail, fax or email) upto one working day prior to pre-bid conference. The address for requesting clarifications is:

State Town Planner,

Town & Country Planning Department, Block 32-A,  
SDA Complex, Kasumpti, Shimla-9.

Phone: 0177-2625752

Fax: 0177-2625787

Email: [tcp-hp@nic.in](mailto:tcp-hp@nic.in)

4. At any time before the submission of Proposals, the Director may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the RFP documents by amendment. The Director may at its discretion extend the deadline for the submission of Proposals.

5. The costs of preparing the proposal, including visit to the Town and Country Planning Department, etc., are to be borne by the Consultant.



6. Awarding the consultancy will be in accordance with policies of Government of Himachal Pradesh State, including policies on corrupt and fraudulent practices.

## 7. Preparation of Proposal

### 7.1 Pre-qualification criteria

Interested Consultants shall submit information in the prescribed Pre-Qualification Forms provided in Section 4 of this document. Only those Consultants whose responses are found satisfactory will be considered for evaluation of Technical Proposal. Only those firms should apply whose **average** turnover is not less than Rs. 7.5 Crores (Rs. Seven and a half Crores only) **for last five (5) consecutive financial** years and who have not less than 5 years' experience in the relevant field. For consortium, all firms must conform to this criterion. Bidders shall enclose documents in support of experience and financial turnover etc.

### 7.2 Technical Proposal

7.3 In preparing the Technical Proposal, consulting firms are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

7.4 The Technical Proposal should provide information using the Standard Forms provided in Section 5 of this document only, failing which the proposal may be summarily rejected.

7.5 The Technical Proposal shall not include any financial information.

### 7.6 Financial Proposal

7.7 The Financial Proposal should be submitted in Standard Forms provided in Section 6 of this document only.

7.8 The Financial Proposal should quote bid amount exclusive of the applicable taxes and should clearly identify, as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the applicable law.

7.9 The financial proposal should be prepared in Indian Rupees.

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

8.1 The original Proposal (including Pre-qualification, Technical Proposal and Financial Proposal) shall be prepared in indelible ink. Any corrections must be initialed by the person or persons who sign(s) the Proposals.

8.2 An authorized representative of the consulting firm initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

8.3 The original and all copies of the Pre-Qualification shall be placed in a sealed envelope clearly marked "Pre-Qualification".

8.4 Technical Proposal, including original and all copies shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "Financial Proposal" and warning: "**Do not open with the Technical Proposal.**" Technical and Financial

envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the title “**Technical and Financial Proposal**”. This envelope along with Pre-Qualification envelope will be placed in another envelope, sealed and clearly showing the name of the assignment and the submission address.

- 8.5 The completed Pre-qualification, Technical and Financial Proposal must be delivered at the submission address on or before the time and date specified. Any Proposal received after the closing time for submission of proposals shall be returned unopened.
- 8.6 After the deadline for submission of proposals the Pre-qualification envelope shall be opened immediately by the committee authorized to do so by the Director. If the Director desires, the short-listed consultants may be called for power-point presentation. The information will be evaluated. The Technical Proposal of only the qualifying Consultants will be opened after evaluation process. The Financial Proposal shall remain sealed until technical capability statement of all submitted proposals is prepared and consultants short-listed. The consultant’s representative may opt to be present during the financial bid opening.

## **9. Proposal Evaluation**

### **9.1 General**

- 9.2 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Director on any matter related to its proposal, it should do so in writing at the address indicated. Any effort by the firm to influence the Director/Town and Country Planning Department’s Officers/Officials in the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant’s proposal.

### **9.3 Evaluation of Pre-Qualification Forms**

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

| Sl. No. | Criteria  | Marks |
|---------|---|-------|
| 1.      | Average audited turnover of the Consulting Firm/ Consortium Lead of the preceding five (5) financial years (Rs. 7.5 Crores shall be the minimum qualifying Average Audited Turnover. However, for Pre-qualification evaluation purpose, 1 mark per 2 Crore Rupees of Average Audited Turnover, over and above the minimum qualifying turnover of 7.5 Crores, shall be given.) | 10    |
| 2.      | Experience of the consulting firm in project formulation (5 marks per project of ‘Similar Assignments’)   | 25    |
| 3.      | Relevant project experience of the consulting firm in Hill Areas (5 marks per project of ‘Similar Assignments’ in Hill Area)  | 15    |
| 4.      | Qualification and experience of key professionals (7.5 marks per professional)  | 30    |
| 5.      | Write-up on the topic “Development Plan Formulation in India with special reference to Himachal Pradesh”  | 20    |

The qualifying marks will be 70%.

## 9.5 Evaluation of Technical Proposals

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

9.7 The evaluation criteria are as follows:

| No.       | Criteria  | Total points |
|-----------|---|--------------|
| <b>1.</b> | <b>Specific experience of the consulting firm related to the Assignment</b>   | <b>30</b>    |
| a.        | Similar assignments (5 of 4 marks each)   | 20           |
| b.        | Experience and capabilities of the consulting firm<br>Total experience in consultancy –5 (1 mark per 2 years’ experience)<br>Experience in plan formulation using GIS database - 5 (1 mark per completed project/ongoing project) | 10           |
| <b>2.</b> | <b>Adequacy of the proposed work plan in response to ToR</b>  | <b>20</b>    |
| a.        | Understanding the ToR   | 5            |
| b.        | Methodology suggested   | 10           |
| c.        | Adequacy of the proposed work plan  | 5            |
| <b>3.</b> | <b>Qualifications and competence of the key professional staff for the assignment</b>   | <b>50</b>    |
| a.        | Team Leader/Urban Planner   | 15           |
| b.        | GIS Expert  | 15           |
| c.        | Transport Planner   | 10           |
| d.        | Socio-economic Expert   | 10           |
|           | <b>Total Score</b>  | <b>100</b>   |

### Illustrative list of “Similar Assignments”:

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

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

|       |   |     |
|-------|---|-----|
| (i)   | Educational qualifications                                | 20% |
| (ii)  | Relevant experience for the project/‘Similar Assignments’ | 70% |
| (iii) | Experience of working in Hill Areas                       | 10% |

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

| Sl. No. | Key Professional              | Qualifications   | Area of Specific Expertise  |
|---------|-------------------------------|--|---|
| 1.      | Team Leader/<br>Urban Planner | Post Graduate in Urban/<br>City Planning, Urban &<br>Regional Planning,<br>Housing Planning,<br>Environmental<br>Planning, Transport<br>Planning with 15 years' experience | Experience in formulation of master plans, regional plans, area plans, town planning schemes with leadership qualities to lead the team effectively.  |
| 2.      | GIS Expert                    | M.Tech/Post<br>Graduation/ M.Sc/ PG<br>Diploma certificate<br>course in Geo-<br>Informatics/ GIS and<br>Remote Sensing with 10<br>years' experience                        | Experience in developing and managing geo-databases is essential. Strong practical experience in GIS software tools like ArcMap, ERDAS and other platforms. Preparation of base maps, spatial attributes data collection and vetting of maps. |
| 3.      | Transport<br>Planner          | Post Graduate in<br>Transport Planning with<br>10 years' experience  | Experience in preparation of transport plans, city circulation plans, mobility plans, etc. and conducting traffic and transport surveys.  |
| 4.      | Socio-<br>economic<br>Expert  | Post Graduate in<br>Statistics/Sociology/<br>Economics/Geography<br>with 10 years' experience  | Experience in collection of field data and socio-economic surveys, analysis of socio-economic data of cities/towns at local level, projections, creation of urban database using secondary sources.   |

9.10 The minimum technical score required to pass is: 80%

### 9.11 Opening and Evaluation of Financial Proposals

9.12 After the evaluation of Technical Proposal is completed, the Director shall notify only those consultants whose proposals have been short-listed of the same and the date and time for opening of financial proposals.

9.13 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores, and the proposed amount shall be read aloud and recorded when the Financial Proposals are opened. The Department shall prepare minutes of the opening of proposals.

9.14 The Consultancy Evaluation & Review Committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not the Department will cost them and add their cost to the initial price), correct any computational errors, etc.

9.15 The Consultant who has bid the lowest amount (L1) will be invited for discussions/ negotiations / clarifications for the purpose of signing a Contract Agreement.

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

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

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

10.3 **Discussions/ clarifications** will be held at the address given above on date set by mutual convenience.

## **11. Award of Contract**

11.1 The contract will be awarded after the tendering process is complete. The Director will promptly notify other consultants that they were unsuccessful and return their EMDs.

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

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

11.4 Termination of the Contract will be in accordance with provisions of the Para 2.6 of General Conditions of Contract. In case of dispute the matter will be referred to an arbitrator as specified by the Director.

11.5 The Director will provide the relevant data/reports available. Collecting any other data relevant to the assignment will be the responsibility of the consultants. The Director will provide the necessary introductory letter to get information from other concerned agencies/departments, wherever applicable.

## **12. Confidentiality**

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

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

(i) No separate TA/DA would be payable in addition to Consultancy fee.

- (ii) The TDS as applicable under the law would be deducted by the Client from the amount payable as Consultancy fee.
- (iii) In case of delay in the conduct of consultancy services within the time fixed or in the event of repudiation of the contract, the Director, Town and Country Planning Department, reserves the right to recover liquidated damages, including administrative expenses, for breach of contract, a sum equivalent to 0.5% (half percent) of total contractual value, which the Consultant has failed to deliver within the period fixed for delivery for each week or part thereof during which delivery is in arrears subject to an overall ceiling of 10% of the total contract price.
- (iv) The successful bidder will have to provide a **Performance Guarantee for 10%** of the Consultancy fee at the time of signing the Contract Agreement as per the following details:
  - The performance guarantee is to be valid up to the last day of support period.
  - This shall have to be furnished by the Consultant within 15 days from the date of issue of a letter accepting the offer of the assignment.
  - The performance guarantee shall be submitted in the prescribed form (Section 7, Appendix-E) from any scheduled commercial bank appearing in the second schedule of RBI incorporated in India.
  - The Performance Guarantee Bond and/or any amendment thereto shall be executed on a stamped paper of requisite money value in accordance with Indian laws.
  - No other form of Guarantee shall be acceptable.

## SECTION 4. PRE-QUALIFICATION - STANDARD FORMS

[Letterhead of Consultant]

To

State Town Planner,  
Town & Country Planning Department,  
Block 32-A, SDA Complex, Kasumpti, Shimla-9.  
Phone: 0177-2625752  
Fax: 0177-2625787  
Email: tcp-hp@nic.in

### **Sub: Consultancy Services for “GIS-based Development Plan Formulation for Shimla in Himachal Pradesh State under AMRUT” – Submission of Pre-Qualification**

Sir,

We, the undersigned, offer to provide the consulting services for the above assignment in accordance with your Request for Proposal vide advertisement dated [Date]. We are hereby submitting our Proposal for the GIS-based Development Plan Formulation for Shimla in Himachal Pradesh State under AMRUT.

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

Pre-Qualification – original + 2 copies  
Technical Proposal – original + 2 copies  
Financial Proposal – original + 2 copies  
CD containing editable copy (MS-Word) of Pre-Qualification and Technical Proposal

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

Yours sincerely,

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:

Encl: 1. Pre-Qualification along with EMD (in sealed cover)  
2. Technical Proposal (in sealed cover)  
3. Financial Proposal (in sealed cover)

## Pre-qualification – Standard Forms

### 4A. General

1. Name of the consulting firm
2. In case of consortium, name of other partners of the consortium
3. In case the consulting firm is a subsidiary of a larger organization, please write the name of the parent organization
4. Consulting firm's registered address in India
5. Consulting firm's address for correspondence regarding this project, including phone numbers (mention city code), fax numbers and email addresses
6. Details of the authorized signatory of the consulting firm for communication regarding this project
  - Name
  - Designation
  - Contact details of the authorized signatory
  - Office Phone (Direct Line/ Extension) Number
  - Fax Number
  - Mobile Phone Number
  - Email Id
7. Please mention the audited turnover of the Consulting Firm/ Consortium Lead in the preceding five financial years (Rs. Crores)

FY 2011-12: \_\_\_\_\_ Cr. INR

FY 2012-13: \_\_\_\_\_ Cr. INR

FY 2013-14: \_\_\_\_\_ Cr. INR

FY 2014-15: \_\_\_\_\_ Cr. INR

FY 2015-16: \_\_\_\_\_ Cr. INR

**Note: Only those firms should apply whose average turnover is not less than Rs. 7.5 Crores (Rs. Seven and a half Crores only) for above mentioned last five (5) consecutive financial years. For consortium, all firms must conform to this criterion.**

### 4B. Five major projects executed

| Sl. no. | Name of Project | Client | Type of project | Location of Project | Value of the Project (in Rs.) | Stage of project execution | Any other relevant information |
|---------|-----------------|--------|-----------------|---------------------|-------------------------------|----------------------------|--------------------------------|
| 1       |                 |        |                 |                     |                               | (completed/                | Year of                        |



|   |  |  |  |  |  |                                  |            |  |
|---|--|--|--|--|--|----------------------------------|------------|--|
|   |  |  |  |  |  | under<br>progress)<br>as on date | completion |  |
| 2 |  |  |  |  |  |                                  |            |  |
| 3 |  |  |  |  |  |                                  |            |  |
| 4 |  |  |  |  |  |                                  |            |  |
| 5 |  |  |  |  |  |                                  |            |  |

**4C. Relevant project experience of the Consulting Firm in Hill Areas**

| Sl. no. | Name of Project | Client | Type of project | Location of Project | Value of the Project (in Rs.) | Stage of project execution             |                    | Any other relevant information |
|---------|-----------------|--------|-----------------|---------------------|-------------------------------|--|--------------------|--------------------------------|
|         |                 |        |                 |                     |                               | (completed/ under progress) as on date | Year of completion |                                |
| 1       |                 |        |                 |                     |                               |  |                    |                                |
| 2       |                 |        |                 |                     |                               |  |                    |                                |
| 3       |                 |        |                 |                     |                               |  |                    |                                |

**4D. Qualification and Experience of Key Professionals**

| Sl. No. | Field of Expertise        | Qualifications |     |          | Experience |                      |                                |                              |                                    |
|---------|---------------------------|----------------|-----|----------|------------|----------------------|--------------------------------|------------------------------|------------------------------------|
|         |                           | Ph D           | P G | Graduate | Total      | In relevant projects | Names of corresponding project | Hill Area Project Experience | National/ International Experience |
| 1       | Team Leader/Urban Planner |                |     |          |            |                      |                                |                              |                                    |
| 2       | GIS Expert                |                |     |          |            |                      |                                |                              |                                    |
| 3       | Transport Planner         |                |     |          |            |                      |                                |                              |                                    |
| 4       | Socio-economic Expert     |                |     |          |            |                      |                                |                              |                                    |

Illustrative relevant fields to be used shall be as follows:

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

- City Development Plan under JNNURM
- Slum Free City Plan of Action, City Sanitation Plans, Housing for All and Tourism Master Plans etc.

**Note: Only those firms should apply who have not less than 5 years' experience in the relevant field. For consortium, all firms must conform to this criterion.**

**4E. Write-up on the topic “Development Plan Formulation in India with special reference to Himachal Pradesh” in about 1000 words.**

## **SECTION 5. TECHNICAL PROPOSAL - STANDARD FORMS**

### **Contents**

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

## 5A. Technical Proposal Submission Form

[Location, Date]

To

**State Town Planner,**  
Town & Country planning Department,  
Block 32-A, SDA Complex, Kasumpti, Shimla-9.  
Phone: 0177-2625752  
Fax: 0177-2625787  
Email: tcp-hp@nic.in

**Subject: Consultancy services for GIS-based Development Plan Formulation for Shimla in Himachal Pradesh State under AMRUT – Technical Proposal**

Sir,

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

2. We are hereby submitting our Technical Proposal and Demand Draft of Rs. -----/- towards Earnest Money in one envelope and a Financial Proposal sealed under a separate envelope. The Technical Proposal is also provided in a CD.

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

Technical Proposal – original + 2 copies+ DD  
Financial Proposal – original + 2 copies  
CD containing editable copy (MS-Word) of Pre-Qualification and Technical Proposal

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

Yours sincerely,

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:

Encl: As above

## 5B. Firm's References

Using the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

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

Firm's Name:

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

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

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

| S. No. | Field of specialisation | Name of consulting firm | Assignment Name (Hill Area assignments may be specifically mentioned) | Name of Client | Whether participated as individual consulting firm/ member of consortium, if member of consortium mention the consortium lead | Project Cost in Rs. | Stage of Project execution on ground (initiated / in progress/ completed) | Any other relevant information |
|--------|-------------------------|-------------------------|---|----------------|---|---------------------|---|--------------------------------|
| 1      | 2                       | 3                       | 4   | 5              | 6   | 7                   | 8   | 9                              |
| 1      |                         |                         |   |                |   |                     |   |                                |
| 2      |                         |                         |   |                |   |                     |   |                                |
| 3      |                         |                         |   |                |   |                     |   |                                |
| 4      |                         |                         |   |                |   |                     |   |                                |
| 5      |                         |                         |   |                |   |                     |   |                                |

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

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

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

**5B(iii). Experience of the Consulting Firm**

| Sl. No. | Name of consulting firm/ consortium | Total Experience since the inception of firm (in years) | Experience in Relevant Field (Years) |
|---------|-------------------------------------|---|--------------------------------------|
|         |                                     |   |                                      |

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

On the Terms of Reference:

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

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

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

**5D. Description of the Methodology & Work Plan  
for Performing the Assignment**



## 5E. Team Composition & Task Assignments

### 1. Technical/Managerial Staff

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

### 2. Support Staff

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

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

Proposed Position: \_\_\_\_\_

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

Name of Expert: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

Key Qualifications: \_\_\_\_\_

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

Education: \_\_\_\_\_

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

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

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

Languages: \_\_\_\_\_

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

**Certification:**

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

\_\_\_\_\_  
[Signature of expert member]

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

Date: Day/Month/Year

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

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

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

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

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

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

#### A. Field Investigation and Consultancy Items

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

#### B. Completion and Submission of Reports

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

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

## **SECTION 6. FINANCIAL PROPOSAL - STANDARD FORMS**

### **Contents**

- 6A. Financial Proposal Submission Form
- 6B. Summary of Financial Proposal

## 6A. Financial Proposal Submission Form

[Location, Date]

To

State Town Planner,  
Town & Country planning Department,  
Block 32-A, Kasumpati, Shimla-9.  
Phone: 0177-2625752  
Fax: 0177-2625787  
Email: tcp-hp@nic.in

**Sub: Consultancy Services for “GIS-based Development Plan Formulation for Shimla in Himachal Pradesh State under AMRUT” –Financial Proposal**

Sir,

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

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

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

Financial Proposal – original + 2 copies

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

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

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

Authorized Signature:  
Name and Title of Signatory:  
Name of the Firm:  
Address:

### 6B. Summary of Financial Proposal

| Sl. No. | Name of Activity                      | Amount (Rs.) |          |
|---------|---------------------------------------|--------------|----------|
|         |                                       | In Figures   | In Words |
| 1       | <b>Bid Amount exclusive of Taxes.</b> |              |          |
| 2       | <b>Taxes as applicable</b>            |              |          |

SECTION 7. STANDARD FORM OF CONTRACT



*Atal Mission for Rejuvenation  
and Urban Transformation*

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

**CONTRACT FOR CONSULTANCY SERVICES FOR  
GIS-BASED DEVELOPMENT PLAN FOR SHIMLA PLANNING AREA, [2035]**

between

**Town and Country Planning Department  
Himachal Pradesh**

and

**[Name of Consultant]**



**Government of Himachal Pradesh**

**Town and Country Planning Department**

**Block 32-A, SDA Complex, Kasumpti, Shimla-9.**

**Phone: 0177-2625752, Fax: 0177-2625787, Email: tcp-hp@nic.in**

**www.tcp.hp.gov.in**

**[Month, 2017]**



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## I. FORM OF CONTRACT

### Lump Sum Remuneration

This CONTRACT (hereinafter called the "Contract") is made the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2015, between Director, Town and Country Planning Department, Government of Himachal Pradesh(hereinafter called the Client which includes its assigns, executors & administrator), and M/s \_\_\_\_\_ (hereinafter called Consultants), a company \_\_\_\_\_, and having its registered office at \_\_\_\_\_ through \_\_\_\_\_, duly appointed its General Attorney. Certified photocopy General Power of Attorney is annexed herewith; Consultants include its assigns, executors and administrators.

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

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

#### WHEREAS

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

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract (hereinafter called "GC");
- (b) The Special Conditions of Contract (hereinafter called "SC");
- (c) The following Appendices:

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

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

- Appendix A: Description of the Services \_\_\_\_\_
- Appendix B: Reporting Requirements \_\_\_\_\_
- Appendix C: Key Personnel and Sub-consultants \_\_\_\_\_
- Appendix D: Services and Facilities Provided by the Client \_\_\_\_\_
- Appendix E: Form of Performance Guarantee \_\_\_\_\_

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

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

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

FOR AND ON BEHALF OF Director, Town and Country Planning Department,  
Government of Himachal Pradesh.

By  
(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF CONSULTANT]

By  
(Authorized Representative)

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

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

#### 1.2 Law Governing the Contract

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

#### 1.3 Language

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

#### **1.4 Notices**

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

#### **1.5 Location**

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

#### **1.6 Authorized Representatives**

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

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

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

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

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

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

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

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

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

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

#### **2.4 Modification**

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

## **2.5 Force Majeure**

### **2.5.1 Definition**

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

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

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

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

### **2.5.3 Extension of Time**

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

### **2.5.4 Payments**

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

## **2.6 Termination**

### **2.6.1 By the Client**

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

- (a) if the Consultants do not perform their obligations under this Contract, within thirty (30) days of receipt after being notified
- (b) if the Consultants become insolvent or bankrupt;

- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

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

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

### **2.6.2 By the Consultants**

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

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

### **2.6.3 Payment upon Termination**

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

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

### **2.6.4 Failure and Termination**

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



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

### **3. OBLIGATIONS OF THE CONSULTANTS**

#### **3.1 General**

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

#### **3.2 Conflict of Interests**

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

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

##### **3.2.2 Consultants and Affiliates not to be Otherwise Interested in Project**

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

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

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

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

### **3.3 Confidentiality**

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

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

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

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

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

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

### **3.6 Reporting Obligations**

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

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

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

## **4. CONSULTANTS' PERSONNEL**

### **4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

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

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

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

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

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

### **5.1 Assistance and Exemptions**

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

### **5.2 Change in the Applicable Law**

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

### **5.3 Services and Facilities**

The Client shall make available to the Consultants the Services and Facilities listed under Appendix D.

## **6. PAYMENTS TO THE CONSULTANTS**

### **6.1 Lump Sum Remuneration**

The Consultant's Contract Price shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

### **6.2 Contract Price**

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

### **6.3 Payment for Additional Services**

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, the lump-sum contract price shall be considered for negotiations.

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

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

## **7. SETTLEMENT OF DISPUTES**

### **7.1 Amicable Settlement**

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

### **7.2 Dispute Settlement**

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

### III. SPECIAL CONDITIONS OF CONTRACT

**GC Clause Amendments and Supplements to Clauses in the General Conditions of Contract**

1.6 The Authorized Representatives are:

For the Client:

[name & address of Nodal Officer]

For the Consultant:

\_\_\_\_\_

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

3.4 The Consultant shall ensure to cover the following risks and take the necessary coverages in this regard:

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

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

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

6.2 The amount in Indian currency is Rs. \_\_\_\_\_.

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

**7.2 Dispute Settlement**

Any Dispute or differences whatsoever arising between the parties out of or relating to the implementation, meaning and operation or effect of this agreement or its execution or the breach thereof shall be settled by arbitration in Shimla. The parties agree that the sole arbitrator shall be appointed by the Secretary,

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

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

#### **IV. APPENDICES**

|   |     |
|---|-----|
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| Appendix B — Reporting Requirements                     | ... |
| Appendix C — Key Personnel and Sub-consultants          | ... |
| Appendix D — Services and Facilities Provided by Client | ... |
| Appendix E — Form of Bank Guarantee for Advance Payment | ... |

## **Appendix A**

### **Description of the Services**

As per Bid Document.



**Appendix B**  
**Reporting Requirements**

As per Bid Document.

## **Appendix C**

### **Key Personnel and Sub-consultants**

(Refer Clause 4.1 of General Conditions of Contract)

List under:

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

## **Appendix D**

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

1. Interim Development Plan for Shimla Planning Area.
2. Base Map in digital format.
3. Reports available with the Department relevant to the assignment.
4. Office space of 10' x 12' (approx.)

## Appendix E

### Form for Performance Guarantee

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

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

Sir,

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

We (Name of Bank) having its Head Office at \_\_\_\_\_ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand in writing all amounts demanded by the Client with reference to this guarantee/undertaking to the extent of Rs. \_\_\_\_\_ aforesaid at any time (upto 10% of the contract amount) without any demur, reservation, contest, recourse or protest and/or without any reference to the Consultant. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee. And the Bank hereby further agrees as follows:

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

2. This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that the Client may now or at any time have in relation to the Consultant's obligation/ liabilities under and/or in connection with the said contract and the Client shall

have full authority to take recourse to or reinforce this security in preference to the other security (ies) at its sole discretion, and no failure on the part of the Client in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.

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

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

5. Notwithstanding anything contained herein:

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

(b) This Guarantee/Undertaking shall remain in force upto 12 months from the date of submission of the Development Plan to the State Government by the Client.

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

Yours faithfully,

(Signature)

Name & Designation  
Name of the Bank