



Uttarakhand Investment and Infrastructure Development Board

Telephone No: 9897873287 Fax: []

E-mail: uiidbuk@gmail.com Web-site: []

**REQUEST FOR PROPOSAL FOR SELECTION OF CONSULTANT FOR
THE REDEVELOPMENT OF YAMUNA COLONY through National
Competitive Procurement Process**

(Through E-Procurement Portal only www.uktenders.gov.in)

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SECTION I: REQUEST FOR PROPOSAL NOTICE
GOVERNMENT OF UTTARAKHAND
UTTARAKHAND INVESTMENT & INFRASTRUCTURE DEVELOPMENT BOARD

Telephone No: 9897873287 / Fax: _____
E-mail: uiidbuk@gmail.com Web-site: [_____]

NOTICE INVITING PROPOSAL FOR PROCUREMENT OF [SELECTION OF CONSULTANT FOR THE REDEVELOPMENT OF YAMUNA COLONY] through [National] Competitive Procurement Process
(Through E- Procurement Portal only - www.uktenders.gov.in)

RFP Reference No: [760/56/Y.C/UIIDB/2025-26]

Date: [25 Sep.2025]

1. [Uttarakhand Investment and Infrastructure Development Board or UIIDB] (Referred to as the “**Board**”) invites Proposals from eligible Consultant for procurement of Consultancy Services for as detailed in Section VI- Terms of Reference (hereinafter referred to as “the **Services**”) through E-Procurement Portal through National Competitive Procurement Process.
2. UIIDB has adopted a single-stage E-Procurement System procedure (the “**Procurement Process**”) comprising Two Electronic Proposal Document viz., Technical Proposal and Financial Proposal (hereinafter collectively referred to as the “**Proposal**”) for selection of the Consultant. Proposals comprising the Technical Proposals (First Part) and Financial Proposal (Second Part) must be submitted through E-Procurement Portal within the last date and time for submission of Proposals. No physical submission of Proposals shall be accepted.
3. The Consultant are advised to note the Eligibility criteria and Qualification criteria specified in Section III of the RFP Document to qualify for award of the Consultancy Agreement.
4. Technical Proposals will be opened in the E-Procurement Portal as specified in the Schedule of Procurement Process. If the office of UIIDB happens to be closed on the specified date of opening of the Proposals, then they will be opened on the next working day at the same time & place as notified earlier.
5. The Consultant scoring the highest combined score shall be ranked first and shall be declared as selected Consultant for the Assignment in accordance with the procedures described in this RFP Document.
6. All notifications, changes and amendments to the RFP Document will be posted only on the E-Procurement Portal, which shall form part of the Original RFP Document.
7. The Schedule of Procurement Process is as below:

Date, time and place for procuring RFP Document	To be downloaded from the E-Procurement Portal www.uktenders.gov.in
Pre-Proposal meeting date, time and place	06-10-2025, 3.00 PM, Virtual and Physical location will be informed
Last date & time for submission of online Proposals on E-Procurement	On 10 th October up to 3 pm
Date and Time for opening of Technical Proposal on the E-Procurement Portal	03-11-2025, 5 PM
Date and Time for opening of Financial Proposal on the E-Procurement Portal	To be informed later
Validity of Proposals	90 days from the last date for submission of Proposals

8. For any additional information or clarification regarding the RFP, the interested Consultants, in writing through the E- Procurement Portal and/or by email to the email id mentioned below, seek information or clarification from UIIDB before the last date of Pre-Proposal queries.

9. UIIDB reserves the right to accept or reject or cancel any or all the Proposals or to abandon the procurement process in the administrative/work/public/project interest. The decision of the competent authority shall be legally binding and acceptable to the bidders in this regard.

Signature, Designation, Address, email id and Phone number of UIIDB]

SECTION II: INSTRUCTIONS TO CONSULTANT (ITC)

A. General

1. Scope of Proposal

- 1.1 UIIDB named in the Data Sheet invites Proposals through E-Procurement Portal - www.uktenders.gov.in (the “E-Procurement Portal”) comprising two Electronic Proposal Documents viz., Technical Proposal and Financial Proposal (hereinafter collectively referred to as the “**Proposal**”) from eligible Consultant (the “Consultant”) through National Competitive Procurement Process for procurement of Consultancy Services named in the Data Sheet in accordance with the method of selection indicated in the Data Sheet.
- 1.2 If so, indicated in the Data Sheet, UIIDB reserves the right to conduct e- Reverse Auction (e-RA) for further reduction in the price. In case e-RA is conducted, same shall be done in the manner and as per the methodology specified in Data Sheet¹².
- 1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the Consultant under each phase must be to UIIDB’s satisfaction before work begins on the next phase and for this satisfactory work completion certificate/quality assurance certificate/non-faulty DPR certificate/non-faulty measurement certificate etc need to be attached for payment.
- 1.4 Uttarakhand Investment and Infrastructure Development Board (“Department” or the “Authority”) is a Department under the State Government of Uttarakhand.
- 1.5 The Authority has decided to appoint a Consultant (“Consultant”) for Preparation of Comprehensive Development Strategy and Infrastructure Planning for Yamuna Colony in Dehradun, outlined in Section 4 below.
- 1.6 In pursuance of the above, the Authority has decided to carry out the process for selection of a Consultant and issue this RFP for “Selection of Consultant for the Redevelopment of Yamuna Colony in Dehradun.”
- 1.7 Request for Proposals
- 1.8 The Authority invites proposals (the “Proposals”) from interested firms (the “Applicants”). The Authority intends to select the firm through an open and competitive bidding process in accordance with the procedure set out herein. The appointment shall be made via Quality and Cost Based Selection (QCBS) method.
- 1.9 Due diligence by Applicants: Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal, sending written queries to the Authority, and attending a Pre-Bid Conference on the specified date and time. The pre-bid meeting can also be attended online via VC.

2. One Proposal Per Consultant

- 2.1 Each Consultant shall submit only one Proposal (comprising Technical Proposal and Financial Proposal).
- 2.2 All Consultant are required to register in the Uttarakhand Government E-Procurement Portal. The Consultant, who submit their Proposal after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure/Appendices etc. of this RFP.

3. Visit of Place of Service

- 3.1 The Consultant must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, the Consultants are encouraged at their own responsibility, cost and risk to visit the place of service before submitting a Proposal, and to attend a pre- Proposal meeting. The Consultant's representative should submit their queries as per clause 8 of ITB to the officials named in the Data Sheet to obtain additional information, if required.
- 3.2 UIIDB will provide the inputs specified in the Data Sheet, assist the Consultant in obtaining licenses and permits needed to carry out the services, but actual follow-up has to be done by consultant itself to accomplish the task and make available relevant project data and reports available with them, relevant for providing the Consultancy Service

4. Eligible and Qualification Criteria

- 4.1 The Consultant should satisfy eligibility conditions and establish their competence and capacity based on the qualification criteria (the “**Qualification Criteria**”) specified in Section III. This invitation for RFP is open to all eligible Consultants meeting the Qualification Criteria.
- 4.2 Deleted.
- 4.3 If so specified in the Data Sheet, Sub-contracting may be undertaken by the Consultant.

5. Cost of Proposal

- 5.1 The Consultant shall bear all costs associated with preparation, presentation and submission of its Proposal, visit to UIIDB/site. UIIDB in no case be responsible and liable for those costs, regardless of the outcome of procurement process.

B. The RFP Documents

6. Contents of RFP Documents

- 6.1 The RFP Documents shall include:
- a. Section I - Notice Inviting Proposals
 - b. Section II - Instruction to Consultant (ITC);
 - c. Section III - Eligibility and Qualification criteria
 - d. Section IV- Data Sheet
 - e. Section V - Formats for Submission of Proposals
 - f. Section VI – Terms of Reference
 - g. Section VII - Form of Consultancy Agreement
 - h. Section VIII - General Conditions of Consultancy Agreement (GCC);
 - i. Section IX- Special Conditions of Consultancy Agreement (SCC);
 - j. Section X - Appendices to GCC and SCC
 - a. Appendix A – Description of the Services
 - b. Appendix B- Reporting Requirements of UIIDB
 - c. Appendix C- List of Key Personnel/Staff
 - d. Appendix D - Services and Facilities to be provided by UIIDB
 - e. Appendix E – Breakdown of Consultancy Fee
 - f. Appendix F - Form of Bank Guarantee for Performance Security Deposit
 - g. Appendix G - Notification of Award and Letter of Acceptance.

- h. Appendix H - Any modifications, clarifications, addendum/ corrigendum issued to the original RFP Document, Pre- Proposal meeting proceedings.
 - i. Appendix I - Undertaking for Confidentiality
- 6.2 The RFP documents may be obtained in the manner set out in the Data Sheet. The Consultant must upload the scanned copy of the instrument/payment-receipt of online payment/ e-challan or e-BG etc. as a proof of tender fee/EMD submission.
- 7. The Consultant is expected to examine all instructions, conditions of agreement, forms, terms and conditions etc. in the RFP Document. Failure to furnish all information required by the RFP Documents or submission of a Proposal not substantially responsive to the RFP Documents in all respect will be at the Consultant's risk and may result in rejection of its Proposal. Amendment to RFP Documents
 - 7.1 Before the deadline for submission of Proposals, UIIDB may, modify the RFP Documents by notifying in the E-Procurement Portal through issue of Addendum or Corrigendum or Clarification. Any Addendum or Corrigendum or Clarification issued by UIIDB shall form part of the RFP Document.
 - 7.2 In order to allow Consultants, reasonable time, to take the amendment into account in preparing their Proposals, or procuring entity decide so, the deadline for the submission of Proposals as necessary may be extended. Information about extension of the deadline for the submission of Proposals will be published on E-Procurement Portal.
- 8. Pre- Proposal Meeting and Clarification of RFP Documents**
 - 8.1 A Consultant requiring any clarification of the RFP Documents may notify UIIDB in writing as indicated in the Data Sheet before the last date and time of pre-proposal queries. UIIDB will respond in writing to any request for clarification received within the timeframe specified in Data Sheet. UIIDB's response will be uploaded in the E-Procurement Portal including a description of the enquiry sought for the information of public or the other Consultants without identifying source of request for clarification.
 - 8.2 If the pre-Proposal meeting is to be held, the Consultant or his authorized representative is invited to attend it, the time, date and venue is given in Data Sheet.
 - 8.3 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
 - 8.4 Queries raised by the prospective Consultants in writing along with responses will be uploaded by UIIDB on the E-Procurement Portal. Any modification to the RFP Documents listed in Sub-Clause 6.1 which may become necessary as a result of the Pre-Proposal meeting shall be made by UIIDB exclusively through the issue of an Addendum/Corrigendum/Clarification pursuant to Clause 8 and/or through the minutes of the pre- Proposal meeting.
 - 8.5 Non-attendance at the pre-Proposal meeting will not be a cause for disqualification of a Consultant.

C. Preparation of Proposals

9. Language of Proposal

The Proposal prepared by the Consultant, as well as all supporting documents, the correspondence and documents relating to the Proposal exchanged by the Consultant and UIIDB, shall be in the language specified in Data Sheet. All supporting documents other than the language specified in Data Sheet needs transcript/ translation provided they are accompanied by a self-certified accurate translation of the relevant passages in the language specified in Data Sheet, in which case, for purposes of interpretation of the Contract, this translation shall govern.

10. Document Constituting the Proposal

10.1 The Proposal should upload in the E-Procurement Portal under a two Proposal document system comprising the following documents.

A- **First Electronic Document shall be named Part 1- Technical Proposal documents and** shall comprise of scanned copies of all pre-qualification/technical information to be submitted in the format specified in Section V of this RFP as set out below;

- i. Technical Proposal Submission Form in the format prescribed at **Annexure A**.
- ii. A brief description of the Consultant's organisation in the format prescribed at **Annexure B-Form 1** along with supporting documents as specified in **Annexure N**;
- iii. If the Consultant is Foreign Principals, then their Associates shall provide required declarations in the format prescribed at Annexure B- Form 2;
- iv. Consultant Experience in undertaking similar assignment, as provided in Section III, in the format prescribed at Annexure C indicate, inter alia, the profiles and names of the Key Personnel provided, duration of the assignment, contract amount, and Consultant's involvement along with supporting documents as specified in **Annexure N**;
- v. A certificate(s) from its Statutory Auditors / CA demonstrating the Financial Capacity of the Consultant as provided in Section III, in the format prescribed at Annexure D
- vi. Description of the Methodology and Work plan for performing the Assignment in the format prescribed at Annexure E;
- vii. Team Composition and Task Assignment in the format prescribed at Annexure F;
- viii. Recently signed Curriculum Vitae of all the Key Professional Personnel (along with supporting documents) proposed for each of the positions in the format prescribed at Annexure G;
- ix. Time Schedule of proposed Professional Personnel in the format prescribed at Annexure H;
- x. Activity (work) Schedule in the format prescribed at Annexure I;
- xi. Power of Attorney for Signing of Proposal in the format prescribed at Form 1 of Annexure J.
- xii. Earnest Money Deposit in the manner and form at Annexure K Form 1 or Annexure K Form-2
- xiii. as specified in Clause 12;
- xiv. Undertaking Regarding Restrictions on Procurement from a Consultant of a Country Which Shares a Land Border with India in the format prescribed at Annexure L16;
- xv. Checklist of Documents in the format prescribed at Annexure N;
- xvi. Proof of ONLINE Payment etc. for the cost of RFP Document if stated in the Data Sheet;
- xvii. any other information as may be considered relevant by the Consultant to substantiate their submissions.

Note: Consultant shall not furnish the Financial Proposal along with the Technical Proposal.

A- Technical Proposal containing any financial information shall be declared non-responsive. The decision shall be legally binding and acceptable to the bidders in this regard.

B- **Second Electronic Document –shall be named Part 2 –Financial Proposal document** and shall comprise of: Format for the “**Consultancy Fee**” in the prescribed form- **Annexure O- Form 1 and Form- 2**, for the whole services as described in Clause 1 of the ITC.

10.2 While Preparing the Technical Proposal, the Consultant must give particular attention to the following:

- i. Deleted
- ii. Deleted
- iii. Deleted
- iv. If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure provided in the Data Sheet.¹⁹
- v. Proposed key Personnel must at a minimum have the experience indicated in the Data Sheet. The proposed team shall be composed of experts and specialists in their respective areas of expertise and managerial/support staff such that the Consultant should be able to complete the Consultancy within the specified time schedule. Other competent and experienced professional personnel in the relevant areas of expertise must be added as required for successful completion of the Consultancy.
- vi. Alternative key Personnel shall not be proposed, and only one curriculum vitae (CV) shall be submitted for each position for the technical evaluation purpose.
- vii. Reports to be issued by the Consultant as part of this Assignment must be in the language(s) specified in the Data Sheet. It is desirable that the Consultant's personnel have a working knowledge of UIIDB's official language, preferably English/Hindi.

10.3 Preparation of Financial Proposal

- a. In preparing the Financial Proposal, Consultant are expected to take into account the requirements and conditions of the RFP Documents.
- b. The Financial Proposal should follow Standard Forms (**Annexure O**). It lists all costs associated with the Assignment, including (a) remuneration for personnel and supporting staff.
- c. The Consultancy Fee quoted in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected. The decision shall be legally binding and acceptable to the bidders in this regard.
- d. The Consultancy Fee quoted shall be fixed for the duration of the Consultancy Agreement and shall not be subject to adjustment on any account. Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfil its obligations as per the TOR within the total Consultancy Fee shall be that of the Consultant. For assignments with a duration exceeding the Agreement Period, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet. The decision shall be legally binding and acceptable to the bidders in this regard.
- e. The Consultant and its Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes is provided in the Data Sheet.
- f. Submission of scanned copies of Financial Proposal will not be considered for evaluation. A specimen of the Financial Proposal to be provide in the slot in the E-Procurement Portal is prescribed at **Annexure O - Form 1 and Form-2**.

10.4 Proposals submitted by fax, e-mail or any other electronic modes other than through E-Procurement Portal shall not be entertained and shall be rejected.

10.5 If a Consultant submits a zero offer (at no cost to UIIDB i.e. NIL charges), such Proposal shall be treated as non-responsive and will not be considered for evaluation purpose.

11. Proposal Currency

Unless otherwise stipulated in the Data Sheet, the currency of Financial Proposal and payment shall be quoted by the Consultant entirely in Indian Rupees. All payments shall be made in Indian Rupees only. Where the Data Sheet permits quotations in different currencies, then, for domestic Consultant, prices shall be quoted in Indian rupees only, and for Foreign Consultants, prices shall be quoted either in Indian rupees or in the currency stipulated in the Data Sheet. For evaluation, all quoted prices shall be converted into Indian Rupees. In such cases, rate as published by RBI on the last date of the submission of bid.

12. Earnest Money Deposit (EMD)

- 12.1 The Consultant shall furnish, as part of his Proposal, an Earnest Money Deposit (the “EMD”) if so, indicated in the Data Sheet.
- 12.2 The EMD may be provided in the form of Fixed Deposit Receipt/Demand draft/ Bank Guarantee including E-Bank Guarantee etc., issued/ confirmed by a Scheduled Banks or if specified by UIIDB, through online or offline modes of payment, pledged in favour of the Authority and payable at the place as specified in the Data Sheet or deposited in given heads of account through e-banking (if any) to the satisfaction of UIIDB safeguarding the interest of UIIDB in all respects.
- 12.3 The Bank Guarantee should be submitted in the format provided at Annexure K- Form 1 issued by a Scheduled Bank in India and drawn in favour of and payable at, as specified in the Data Sheet. BG should be irrevocable, non-transferable and un-conditional. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. The Earnest Money Deposit / Bid security for the Proposal shall be valid for 45 days beyond the validity of the Proposal, and may be extended as may be mutually agreed between UIIDB and the Consultant from time to time.
- 12.4 The Consultant should upload scanned copy of the instruments furnished as EMD in the E-Procurement Portal. Failure to submit such instruments will amount to treat such Proposals as non-responsive.
- 12.5 The EMD to be paid through online or offline modes shall be made on any of the payment options specified in the Data Sheet.
- 12.6 Any Proposal not accompanied by EMD and not secured as indicated in Sub- Clauses 12.1 to 12.3 shall be rejected as non-responsive. If bids have been extended, any bid should not be rejected due to short validity of EMD.
- 12.7 The Earnest Money Deposit submitted through online or offline modes of payment will be returned without any interest in the following manner:
 - i. To the successful Consultant, within 30 days on receipt of the Performance Security Deposit
 - ii. To the unsuccessful Consultant, as promptly as possible and in any case not later than 30 (thirty) days after the award of the Contract by UIIDB.
 - iii. In the event of rejection of all Proposals or cancellation of Procurement process by UIIDB, within 30 (thirty) days of such rejection or cancellation.

- 12.8 The EMD paid shall be forfeited under the following conditions:
- i. if a Consultant withdraws its Proposal during the period of Proposal validity specified in this RFP Document or as extended by the mutual consent of the respective Consultant(s) and UIIDB; or
 - ii. if the successful Consultant fails or refuses to:
 - a. sign the Consultancy Agreement within the period specified in accordance with ITC Clause 30.4; or
 - b. furnish Performance Security Deposit in accordance with ITC Clause 30.
 - iii. if the Consultant breaches any provision of code of integrity.

13. Period of Validity of Proposals

- 13.1 The Data Sheet indicates how long the Proposal shall remain valid from the last date of submission of Proposal. The Consultant is not allowed to modify, vary, revoke or withdraw, the Proposal during the original or extended validity period. Further, during this period, the consultant is expected to keep available the Key Personnel proposed for the assignment.
- 13.2 In case, the last day on which the Proposal are to remain valid falls on/subsequently declared a holiday or closed day for UIIDB, the Proposal Validity shall automatically deem to be extended to the next working day.
- 13.3 In exceptional circumstances, prior to the expiration of proposal validity period, UIIDB may solicit the Consultant's consent to an extension of the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by e-mail or by fax or through E-Procurement Portal or other written records through electronic medium only. The Consultant may refuse the request without getting forfeited its EMD. The Consultant granting the request shall not be required or permitted to modify its Proposal.
- 13.4 A Consultant who agree to the extension of the period of validity of Proposals shall also extend the period of validity of Earnest Money Deposit provided under ITC Clause 12 or submit new EMD to cover the extended period of validity of their proposals.

D. Online Submission of Proposals

14. Format and Signing of Proposal

- 14.1 The Consultant shall provide all the required information sought under this RFP Document. UIIDB will evaluate only those Proposals that are received in the required formats and complete in all respects. Incomplete and/or conditional/alternative Proposals shall be liable to rejection as non-responsive.
- 14.2 All the documents of the Proposal should be uploaded on the E-Procurement Portal www.uktenders.gov.in using digital signature with their valid Digital Signature Certificate (DSC) in the form of smart card token. The DSC can be obtained from any authorised certifying agencies. The Consultant should register in the web site www.uktenders.gov.in using the relevant option available. Then the Digital signature registration had to be done with the e-token, after logging into the site. The Consultant can login the site through secured login by entering the password of the e-token and the user id/password chosen during registration.
- 14.3 The documents to be uploaded shall be typed or written in indelible ink and signed by the Authorized Signatory (the "Authorized Signatory") of the Consultant who shall also initial each page, in blue/black ink with stamp as an acceptance of the terms and conditions written therein. The person signing the submissions

shall initial all the alterations, omissions, additions, or any other amendments made to the submissions. The

submissions must be properly signed by the Authorized signatory of the Consultant holding a Power of Attorney or the Board Resolution in this regard.

- 14.4 A copy of the Power of Attorney certified by the authorized signatory of the Consultant in the form specified in **Form 1 of Annexure J** as the case may be, should accompany the Proposals.
- 14.5 The Consultant shall submit through E-Procurement Portal two separate files. First Electronic Document – Part 1- Technical Proposal documents and the Second Electronic Document – Part 2- Financial Proposal document as specified in Clause 10.1 above. After submission of Proposals, the system would generate a unique proposal identification number which is time stamped. This shall be treated as acknowledgment of Proposal submission.
- 14.6 Instructions for e-submission is specified in E-Procurement Portal of www.uktenders.gov.in. The Consultant must acquaint and train themselves with the rules, regulations, procedure and implied conditions/agreement of the respective Uttarakhand Department. The Consultant shall settle clarifications and disputes if any, regarding the E-Procurement Portal directly with E-Procurement Portal helpdesk. The Consultant shall be responsible to see the E-Procurement Portal till last date of submission of Proposal for any clarification/amendment which shall be part of the RFP Document. Board will not owe the responsibility for any technical issue, if any, for the submission of the proposal.

15. Deadline for Submission of Proposals

- 15.1 It shall be the responsibility of the Consultant to ensure that their Proposal is submitted in the E-Procurement Portal within the last date and time specified in the Data Sheet in complete manner. UIIDB will not be held responsible for technical glitches and internet connectivity issues confronted by Consultant in uploading their Proposal or for any failure on part of the Consultant to make the payment of EMD or submission of any documents as required to be submitted or for rejection of Proposals by E-Procurement Portal for whatsoever reasons. No correspondence shall be entertained in this regard.
- 15.2 The last date and time for submission of Proposals may be extended by amending the RFP Documents in accordance with ITC Clause 7 after giving adequate notice on the E-Procurement Portal, in which case all rights and obligations of UIIDB and Consultant previously subject to the deadline will thereafter be subject to the deadline as extended. Information about extension of the deadline for the submission of Proposals will be published on E-Procurement Portal.

16. Late Proposals

The E-Procurement Portal will not accept any Proposals after the last date and time for submission of Proposals.

17. Modification and Withdrawal of Proposals

- 17.1 The Consultant may modify the contents of the Technical Proposal or Financial Proposal or withdraw its Proposal by uploading their request prior to deadline for submission of Proposals in E-Procurement Portal. For Proposal modification, the Proposal submitted by the Consultant within the last date and time for submission of Proposals shall be considered as the Proposal. The Consultants may withdraw his Proposal by uploading their request before the last date and time of submission of Proposals.
- 17.2 No Proposal may be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the original period of Proposal validity or extended period in pursuant to Clause 13.

Withdrawal of a Proposal during this interval shall result in forfeiture of the Consultant's Earnest Money Deposit/initiation of action for debarring the Consultant.

E. Proposal Opening and Evaluation of Proposals

18. Opening of Technical Proposal

- 18.1 The file containing Part I - Technical Proposal Document shall be opened first in the E-Procurement Portal at the date and time specified in the Data Sheet. Authorized representatives of Consultant, who intend to attend the Technical Proposal opening are to bring with them letters of authority/power of attorney from the corresponding Consultant. In the event of the specified date of Technical Proposal opening being declared a holiday, the Technical Proposal shall be opened at the appointed time on the next working day.
- 18.2 List of submitted Proposals termed as RECEIVED shall be displayed in E-Procurement Portal. All Proposal payments including EMD and cost of RFP document, if so stated in the Data Sheet is successfully received shall be displayed. Thereafter, the names and such other details of the Consultant as UIIDB may consider appropriate shall be published in the E-Procurement Portal.

19. Process to be Confidential

- 19.1 UIIDB shall ensure the confidentiality of the process of Proposal evaluation until orders on the Proposals are passed.
- 19.2 Information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations of award of Consultancy Agreement shall not be disclosed to Consultant or any other persons not officially concerned with such process until award of the successful Consultant has been announced in the E-Procurement Portal. Any effort by a Consultant to influence etc., UIIDB in processing of Proposals or award decision may result in rejection of Proposal.

20. Clarification of Proposals

- 20.1 During evaluation of Proposals, UIIDB or the Proposal Scrutiny Committee may, at its discretion, seek bonafide clarifications in writing from the Consultants relating to the Proposals submitted by them by a specific date. The Consultant may be requested to submit necessary information or documents which are historical in nature (which exist on the last date of the submission of the Bid), like audited statements of accounts, tax clearance certificate, PAN, etc. If the Consultant does not comply or respond by the specified date, his Proposal shall be liable to be rejected and this shall be legally acceptable and binding to all the Consultants.
- 20.2 UIIDB shall not offer or permit any change in the price or substance of a Proposal except to confirm the correction of arithmetic errors discovered by the Proposal Scrutiny Committee in the evaluation of the Financial Proposals. In case of confusion between digit and words, words shall be preferred for evaluation purpose.
- 20.3 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified consultant, qualified or an unresponsive submission, responsive shall be sought, offered or permitted under any circumstances;
- 20.4 All communication generated as above shall be included in the record of the procurement proceedings.

21. Initial Examination of Proposals

- 21.1 UIIDB shall cause an initial examination of the Proposals submitted to determine their substantial responsiveness and following factors shall be considered, namely:
- i. Whether the Consultant meets the eligibility criteria laid down in the RFP Documents;
 - ii. Whether the crucial documents have been duly signed and submitted;
 - iii. Whether the requisite Earnest Money Deposit in the required manner has been furnished;
 - iv. Whether the Proposal is substantially responsive in terms with the RFP Documents without material deviation or reservation or inconsistent with UIIDB's right or Consultant's obligations as per RFP.
- 21.2 Proposals which on initial examination are found not to be substantially responsive under any of the Clauses under Clause 21.1 above, may be rejected. The decision shall be legally binding and acceptable to the bidders in this regard.
- 21.3 UIIDB/ Proposal Scrutiny Committee may waive any minor informality or non-conformity or irregularity in a Proposal which does not constitute a material deviation, reservation or omission provided such a waiver does not prejudice or affect the relative ranking of any Consultant. A substantially responsive Technical Proposal is one that meets the requirements of the RFP Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that.
- a. If accepted, would
 - i. affect in any substantial way the scope, quality, or performance of the Consultancy Services specified in the Terms of Reference; or
 - ii. limits in any substantial way, inconsistent with the RFP Document, UIIDB's rights or the Consultant's obligations under the Consultancy Agreement to be executed.
 - b. if rectified, would unfairly affect the competitive position of other Consultants presenting substantially responsive Technical Proposals.
 - c. During the evaluation of Proposals, the following definitions apply:
 - i. **"Deviation"** is a departure from the requirements specified in the RFP Document;
 - ii. **"Reservation"** is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP Document; and
 - iii. **"Omission"** is the failure to submit part or all of the information or documentation required in the RFP Document.

22. Evaluation of Technical Proposal

- 22.1 UIIDB may constitute a Proposal Scrutiny Committee as it deems fit to carry out scrutiny and evaluation of Proposals strictly in accordance with the evaluation criteria indicated in Section III of this RFP Document.
- 22.2 The Proposal Scrutiny Committee shall evaluate the Technical Proposal on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and scoring system specified in the Data Sheet. Each responsive Proposal will be given a technical score (ST). A Proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet. Alternatively, since in LCS selection, technical offers do not require be ranked (or adding of weighted technical score to financial score – as in QCBS selection), it would suffice in appropriately simple cases, if the evaluation criteria is only a fail/ pass criteria prescribing only the minimum qualifying benchmark. Any bidder that passes these benchmarks is declared as technically qualified for opening of their financial bids. The method to be used will be indicated in Data sheet

- 22.3 The list of Qualified Consultants, non-responsive and not qualified Consultants and the date, time of opening of Financial Proposals of Qualified Consultants shall be published by UIIDB in the E-Procurement Portal.

23. Opening and Evaluation of Financial Proposal (for QCBS, and LCS methods)

- 23.1 Consultant whose Technical Proposals are adjudged as responsive in terms of Clause 21 and achieve the minimum technical score will be declared as qualified Consultant (“**Qualified Consultant**”). Consultant who does not achieve the minimum technical score shall be disqualified. The list of Qualified Consultants shall be published by UIIDB in the E-Procurement Portal. The Financial Proposals of only the Qualified Consultant shall be considered for opening in the E-Procurement Portal. The date, time and location for the opening of the Financial Proposals shall be published in the E-Procurement Portal.
- 23.2 The Financial Proposal of all the Qualified Consultant will be opened in the E-Procurement Portal at the designated date and time notified. Authorised representatives of consultant, who intend to attend the Financial Proposal opening are to bring with them letters of authority from the corresponding Consultant. If the specified date of Financial Proposal opening is declared a holiday subsequently the Financial Proposals shall be opened at the appointed time on the next working day.
- 23.3 At the opening of the Financial Proposal, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. Each Financial Proposal will be assigned a financial score (SF). For financial evaluation, the total cost indicated in the Financial Proposal will be considered.

24. Combined quality and Cost Evaluation

- 24.1 **In the case of Quality and Cost- Based Selection (QCBS)**, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined (technical plus financial) score will be invited for negotiations.
- 24.2 Deleted

25. Correction of Errors

- 25.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
- 25.2 The Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made.

26. Taxes

- 26.1 UIIDB’s evaluation of the Consultant’s Financial Proposal shall include taxes and duties in accordance with the instructions in the Data Sheet.

27. Negotiations

- 27.1 Negotiations may be held at the address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
- 27.2 Negotiations may include a discussion of the Technical Proposal, the Terms of Reference (TOR), proposed methodology (work plan), approach, staffing and any suggestions made by the Consultant to improve the Terms of Reference. UIIDB and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the site/Board's office as desired by UIIDB, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the Consultancy Agreement. These discussions however, shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product or the relevance of the initial evaluation be affected
- 27.3 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated preferably.
- 27.4 Financial negotiations shall only be carried out if, due to negotiations, there is any change in the scope of work which has a financial bearing on the final prices or if the costs/cost elements quoted are not found to be reasonable. In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, UIIDB may ask for clarifications and, if the fees are very high, ask to change the rates. However, in no case such financial negotiation should result in an increase in the financial cost as originally quoted by the consultant and on which basis the consultant has been called for the negotiations. If the negotiations with the selected consultant fail, the Procuring Entity shall cancel the bidding procedure and re-invite the bids.
- 27.5 The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in **Annexure O** - the Financial Form FORM-2: Breakdown of Remuneration Rates.
- 27.6 The invited Consultant shall confirm the availability of all Key personnel included in the Proposal as a prerequisite to the negotiations. UIIDB will not consider substitutions during Agreement negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the Assignment. If this is not the case and if it is established that key staff was offered in the Proposal without confirming their availability, the Consultant may be disqualified.
- 27.7 Notwithstanding the above, the substitution of Key Personnel at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Personnel within the period of time specified in the request for proposal notice to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate. No key experts shall be replaced without the approval of the competent authority. Each such replacement will attract the penalty as define in the data sheet.
- 27.8 The negotiations will conclude with a review of the draft form of the Agreement, which shall them be signed by UIIDB and the Consultant 's authorized representative.

F. Award of Consultancy

28. Preparation of evaluation report

- 28.1 After evaluation of the Proposals in accordance with the eligibility and qualification criteria, the order of acceptance of Proposal along with the comparative statement shall be uploaded in the E-Procurement Portal.

29. Letter of Acceptance (LoA) and Signing of Consultancy Agreement

- 29.1 The Consultant whose Proposal has been accepted will be notified by issuing the Letter of Acceptance (LoA) prior to expiration of the Proposal validity period through the E-Procurement Portal and through email to the successful Consultant specifying the details about the consideration for the provision of Services (hereinafter and in the Agreement called the "**Consultancy Fee**"). The Consultant, shall within the timeframe specified in the Data Sheet confirm acceptance by returning a signed copy of the Letter of Acceptance through E-Procurement Portal /in writing or by e-mail.
- 29.2 Before issuing such LOA, UIIDB may, at its discretion, ask the Successful Consultant to submit the originals of all such documents for verification whose scanned copies were submitted in E-Procurement Portal along with the Technical Proposal. If the Consultant fails to provide originals or if there are any substantive discrepancies between such documents, the same shall be considered as violation of Code of Integrity including misleading UIIDB and action shall be initiated to debar such Consultant in accordance with Clause 31 of this ITC.
- 29.3 Upon the successful Consultant's furnishing of Performance Security Deposit pursuant to ITC Clause 31, UIIDB shall execute the Consultancy Agreement incorporating all agreed terms and conditions between UIIDB and the successful Consultant as indicated in the Data sheet.
- 29.4 Within the period indicated in the Data Sheet, the successful Consultant will sign the Consultancy Agreement and deliver it to UIIDB and commence the services at the date, time and location as specified in the Data Sheet.

30. Performance Security Deposit

- 30.1 After issuance of notification of **the letter of acceptance (LoA)** by UIIDB, the successful Consultant shall within a specified period furnish the Performance Security as indicated in the Data Sheet, in the form of Demand Draft/ Fixed Deposit Receipt/ Bank Guarantee etc. issued/ confirmed by a Scheduled Bank in India or through online payment in an acceptable form to the Purchaser, safeguarding the Purchaser's interest in all respects.
- 30.2 Failure of the successful Consultant to comply with the requirement of ITC Clause 29.4 or and ITC Clause 30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit. The Procuring Entity shall re-tender in such cases.

31. Code of Integrity

No officer or employee of a Board or the Consultant participating in a Procurement Process shall act in violation of the Code of Integrity as specified below:

31.1 Prohibiting:

- a. Corrupt Practice - any offer, solicitation or acceptance of any favour, bribe, reward, or gift, or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the Procurement Process or to otherwise influence the Procurement Process or the action of other party;
- b. Fraudulent Practice - any omission, including a misrepresentation that misleads or attempts to mislead to obtain a financial or other benefit or avoid an obligation. This includes making false declaration or providing false information for participation in a Procurement Process or to secure a contract or in execution of the Agreement;

- c. Anti-competitive practice - any collusion, Proposal rigging or anti-competitive behaviour to impair the transparency, fairness and the progress of the Procurement Process.
- d. Coercive Practice: any coercion including harming or threatening persons and their properties, directly or indirectly, to influence their participation in the Procurement Process or affect the execution of an Agreement.
- e. Conflict of interest: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one Proposal in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of UIIDB who are directly or indirectly related to the Proposal or execution process of Agreement; or improper use of information obtained by the (prospective) Consultant from UIIDB with an intent to gain unfair advantage in the Procurement Process or for personal gain;
- f. Obstructive practice: materially impede UIIDB's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding UIIDB's rights of audit or access to information.

31.2 Obligation of Proactive Disclosures:

Failure to declare below instances shall amount to violation of this Code of Integrity:

- a. Procuring authorities as well as Bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to Suo-moto proactively declare any conflicts of interest in any Procurement process or execution of Agreement.
- b. Any Consultant must declare, whether asked or not in a RFP Document, any previous transgressions of such a Code of Integrity with any entity in any country during the last three years or of being debarred by any other Board.
- c. To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the Consultant making such declarations. The declared disclosures may be evaluated and mitigation steps, if possible, may be taken by UIIDB.

31.3 Punitive actions:

UIIDB after giving a reasonable opportunity of being heard, concludes that a consultant or prospective Consultant has contravened the Code of Integrity, may take appropriate measures including on or more of the following:

- a. If Proposals are under consideration
 - i. Forfeiture or encashment of EMD;
 - ii. calling off any pre-contract negotiations; and
 - iii. rejection and exclusion of the Consultant from the Procurement Process.
- b. If Agreement has already been awarded
 - i. Cancellation of the relevant agreement and recovery of compensation for loss incurred by UIIDB;
 - ii. Forfeiture or encashment of any other security or bond relating to the Procurement;
 - iii. Recovery of payments including advance payments, if any, made by UIIDB along with interest thereon at the prevailing rate.

31.4 Provisions in addition to above:

- a. Removal from the list of registered consultants and blacklisting/banning/debarment of the Consultant from participation in future procurements of UIIDB for a period for a specific period, as decided by the competent authority, -

- b. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

32. Appeals

- 32.1 Consultant aggrieved by an order passed by UIIDB pursuant to Clause 28.1 of ITC may complain within prescribed time of the publishing of the notice inviting proposals in the Portal prescribed by the Government. If the aggrieved Consultant is not satisfied with the decision of UIIDB, then such Consultant may appeal to prescribed appellate authority within the manner as indicated in the Data Sheet.
- 32.2 The decision of the appellate authority shall be final and legally binding on both parties.

SECTION III: ELIGIBILITY AND QUALIFICATION CRITERIA

1. Eligibility Criteria

- 1.1 For determining the eligibility of Consultant (“Eligible Consultant”), the following conditions are required to be satisfied:
 - a. The Consultant should not be under order of debarment from participating in a Proposal, and as on the last date of submission of Proposals by any Board. No blacklisting affidavit to be submitted for the same.
 - b. Any contracts of the Consultant should not have been terminated during the last 36 (thirty-six) months from the last date of submission due to non-fulfilment of contractual obligations as evidenced by imposition of a penalty by any Board or by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Consultant.
 - c. Consultant must neither be insolvent, in receivership, bankrupt or being wound up, nor shall have its affairs administered by a Court or Judicial Officer or its business activities suspended and must not be the subject of legal proceeding for any of these reasons.
 - d. Deleted
 - e. Deleted
 - f. Consortium is not allowed to participate in this Procurement process as indicated in the Data Sheet
 - i. Deleted
 - g. The Consultant should not have, and their directors and officers do not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter a procurement contract/agreement within a period of thirty-six (36) months from the last date of submission preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
 - h. A Consultant shall not have a conflict of interest as specified in Uttarakhand Procurement Rules, as amended from time to time.
 - i. Consultant that are Government-owned enterprises or institutions in Board State may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of UIIDB. To be eligible, a government-owned enterprise or institution shall establish to UIIDB’s satisfaction, through all relevant documents, including its Charter and other information UIIDB may request, that it: (i) is a legal entity separate from the

government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not Bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.

- j. Government officials and civil servants of UIIDB's State are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of UIIDB's State, and they
 - i. are on leave of absence without pay, or have resigned or retired;
 - ii. are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring (in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Borrower's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and
 - iii. their hiring would not create a conflict of interest

(a) Deleted.

1.2 The Consultant should have the following registrations:

- a. Registration under the applicable law for establishing their legal business identity,
- b. Active Registration under the Goods and Service Tax (GST) Act,
- c. Permanent Account Number (PAN) issued by the Board of Direct Taxes under the Income Tax Act,
- d. Registration under MSE policy of Uttarakhand, for getting benefits under this policy.

2. Qualification Criteria

2.1 The Consultant should establish their competence and capacity based on the following qualification criteria:

Technical Capacity: The Applicant shall have, over the past 15 (fifteen) years, should have undertaken:

- a. **Master Planning Projects** – Three (3) Consultancy works of Master Planning as per Data Sheet having land area of minimum hundred (100) acres each.
- b. **Infra Planning Projects** – Three (3) Consultancy works of Infra Planning as per Data Sheet having land area of minimum hundred (100) acres each.

For a project to be considered, the Consultant should have received at least 80% of consultancy contract fee, till the date of this RFP.

A. Financial Capacity

- i. The Applicant shall have a minimum Turnover of INR 200 Cr (Rupees Two Hundred Crore) per annum during each of the three preceding financial years, that is FY 2022-23, FY 2023-24 and FY 2024-25 (the "Financial Capacity").
- ii. Should have positive net worth in the last FY.

Note:

- 1. Technical Capacity and Financial Capacity of parent/subsidiary/associate company(ies) of the Consultant will not be considered for the purpose of evaluation.

2. Project done as sole bidders or as part of JV shall be considered
 3. Year 1 will be the latest completed financial year, preceding the last date for submission of Proposals. Year 2 shall be the year immediately preceding Year 1 and so on. In case, the last date for submission of Proposals falls within six months of the close of the latest financial year, it shall ignore such financial year for the purposes of its Proposal and furnish all its information and certification with reference to the three years preceding beyond latest financial year.
 4. Deleted
-
- 2.2 Proposals of only those Consultant who satisfy for the minimum Qualification criteria will be considered for further evaluation. If a Consultant does not fulfil the minimum Qualification criteria, the Consultant shall be disqualified. On such disqualification the Financial Proposal of such Consultant will not be opened and will not be considered for further evaluation.
 - 2.3 Though the Consultant fulfils the above conditions, they are subject to be disqualified if they have made any misleading or false representation in the forms, statements, any attachments in proof of the requirements specified in the eligibility or qualification criteria etc., if it comes into the notice of Board.
 - 2.4 The Consultant should offer and make available all the Key Personnel (the “Key Personnel”) having the requisite qualification & experience and shall discharge their respective responsibilities as provided in the Data Sheet. If the CV of a Key personnel does not meet Board’s expectation, the same shall be suitable replaced during negotiation stage within 15 days of notice given by Board and only after written approval of UIIDB (clause 27 of ITC)

SECTION IV: DATA SHEET

Clause Reference of ITC	Details
1.1	<p>The name of the Board is: Uttarakhand Investment and Infrastructure Development Board</p> <p>The name, objectives and description of the Consultancy Services are:</p> <p>The method of selection is: - Quality and Cost Based Selection (QCBS with National competitive Bidding.</p>
1.2	<p>Whether Electronic Reverse Auction (e-RA) is allowed/adopted?</p> <p>No</p>
1.3	If The Assignment is phased: No . If yes, indicate the phasing
1.3	UIIDB envisages the need for continuity for downstream work: No
3.1	<p>The name(s), address(es), and telephone/numbers of UIIDB's Official(s) are:</p> <p>Akshay Oli: Manager – Projects/Commercial, UIIDB 4th Floor, Kapoor Towers, 15 B, Rajpur Road, Dehradun – 248001, Uttarakhand</p>
3.2	i. Deleted
4.2, 1.1(f) of Section III	<p>Joint Ventures/ Consortiums are allowed?</p> <p>No</p>
4.3	Sub-Contracting is allowed? Yes – but max up to [30%] of contract value.
6.2, 10.1 A (xv), 18.2	<p>The tender documents can be downloaded from Govt. tender web site: https://uktenders.gov.in/nicgep/app</p> <p>Cost of Tender Documents: Non-Refundable/ Non-Adjustable Fee of INR 10,000/- (Rs. Ten Thousand only) plus 18% GST (Rs.1800), i.e., Total of Rs.11,800 (Rupees Eleven Thousand Eight Hundred Only) (non-refundable) – to be paid online</p>
8.1	<p>The E-Procurement Portal provides for online clarification.</p> <p>Clarifications may be requested [7] days before the submission date.</p> <p>A prospective Consultant requiring any clarification of the RFP Documents may notify UIIDB in writing through the E- Procurement Portal and/or by email to the mail id [uiidbuk@gmail.com].</p> <p>UIIDB will respond in writing to any request for clarification received earlier than [2] days prior to the last date and time for submission of Proposal.</p>
8.2	<p>Pre- Proposal will be held on _____ [time and date] at the address provided below:</p> <p>Virtually</p>

	[Address/ Virtually]			
9	<p>Proposals should be submitted in the following language(s): [English/]</p> <p>All supporting documents other than [English/] language needs transcript/ translation provided they are accompanied by a self-certified accurate translation of the relevant passages in [English/ Hindi] language, in which case, for purposes of interpretation of the Contract, this translation shall</p>			
10.1 B	DELETED			
10.2	Deleted			
10.2 (ii)	(i) The estimated number of Key Personnel months required for the assignment is: 6 Nos			
10.2 (iv)	Not applicable			
10.2(v)	The minimum required experience of proposed key Personnel is:			
	Position	Educational Qualification	Number of years of professional experience	Specific expertise
	1. Team Leader	MBA / CA / Master's in Urban Planning / Architecture	15 years	Project Management, Transport and Mobility Integration, Master, Urban and Infrastructure Planning, Financial Feasibility, Architecture, Understanding of Regulatory Frameworks
	2. Urban Planner	Postgraduate in Urban Planning / Regional Planning / Housing Planning/ Transportation Planning / Urban Design	15 years	Master Planning, Urban Planning, Transport Planning, Architecture
	3. Infrastructure Planner	Postgraduate in Civil / Structural / Environmental Engineering / Infra Planning	12 years	Civil Engineering, Structural Engineering, Infrastructure Management
	4. Architect	Bachelors in Architecture with any Postgraduate degree	12 years	Architecture, Urban Planning
	5. Finance Expert	MBA/CA	12 years	Financial Modelling, Financial Feasibility related to Master Planning and good understanding of Real Estate and Commercial Asset Classes
	6. Transport Expert	Postgraduate in Transportation Engineering / Transportation Planning / Civil Engineer	12 years	Urban Mobility, Traffic and Demand Forecasting, Transport Economic, Transport Planning and Engineering
10.2 (vii)	Reports which are part of the assignment must be written in the following language: [English]			
10.3 (b)	i. Not Applicable			
10.3 (d)	Not Applicable			
10.3(e)	The fee quoted shall include all expenses relating to the Assignment including all applicable taxes, cess, duties etc. but excluding GST which shall be payable extra as applicable.			

11	The currency of Financial Proposal is Indian Rupees and payment shall be quoted by the Consultant is entirely in INR														
12.1, 18.2	Bid Security / Earnest Money Deposit (EMD) of INR 27 Lakhs (Indian Rupees Twenty-Seven Lakhs)s														
12.2, 12.3	EMD should be in favour of [Managing Director, UIIDN]and payable at [Dehradun]														
12.5	<p>EMD payment option</p> <p>i. DD</p> <p>ii. BG</p> <p>Note:</p> <p>UIIDB shall not take any responsibility for non-payment of EMD amount due to declaration of Bank Holiday. In such case the Consultant may use other alternative modes of payment.</p> <p>For further details regarding e-payment, please refer to the E- Procurement Portal.</p>														
12.6	Not Applicable														
13.1	Proposal must remain valid for 90 days after the last date of submission														
15.1	Deleted														
18.1	The Technical Proposal Document shall be opened first in the E-Procurement Portal														
22.2	<p>The method to be used in case of LCS: [Min. technical score/ pass-fail]</p> <p>(For min. technical score, below is the broad criteria provided for guidance. The details should be as per the requirements of the consultancy and in accordance with the procurement Rules)</p> <p>The minimum technical score required to pass is: 70 marks out of 100 marks</p> <p>Consultant whose Proposals are found to be responsive as specified in clause 21 and have fulfilled the qualification criteria specified in Clause 4.1 shall be given marks in accordance with the parameters set out below:</p> <p>i. Specific Experience of the Consultant (as a firm) relevant to the Assignment: Aggregate Land Area of similar works executed (Minimum 100 acres across each project) : Total Marks 10</p> <p><i>Note regarding Point a & b below:</i></p> <ul style="list-style-type: none"> Only those projects, undertaken in last 15 years, where the Applicant has, till date of this RFP, received at least 80% of contract price as fee, shall be considered for evaluation. The Applicant shall furnish proof of completion of the submitted project in the form of Board Completion Certificate or fee received certificate from the Applicant's Chartered Accountant. <p>a) Project Experience of Master Planning:</p> <p>Master Planning – Master planning / spatial planning projects for industrial parks and SEZs, residential townships, industrial townships, ports, airports, and social infrastructure developments (hospital and educational campuses (schools, colleges, universities)), and similar developments. However, GIS based master planning under AMRUT shall not be considered.</p> <table border="1"> <thead> <tr> <th>Number</th><th>Maximum Points</th><th>Max Marks</th><th>Required Documents</th></tr> </thead> <tbody> <tr> <td>Between 300-2000 Acres</td><td>2 marks</td><td rowspan="3">5</td><td rowspan="3"> Board Completion Certificate OR Certificate from the Applicant's Chartered Accountant for fee received For proof of land area – LoA / contract / completion certificate / relevant Govt or public document </td></tr> <tr> <td>Between 2000-5000 Acres</td><td>3 marks</td></tr> <tr> <td>>5000 Acres</td><td>5 marks</td></tr> </tbody> </table> <p>a. Project Experience of Infra Planning</p>			Number	Maximum Points	Max Marks	Required Documents	Between 300-2000 Acres	2 marks	5	Board Completion Certificate OR Certificate from the Applicant's Chartered Accountant for fee received For proof of land area – LoA / contract / completion certificate / relevant Govt or public document	Between 2000-5000 Acres	3 marks	>5000 Acres	5 marks
Number	Maximum Points	Max Marks	Required Documents												
Between 300-2000 Acres	2 marks	5	Board Completion Certificate OR Certificate from the Applicant's Chartered Accountant for fee received For proof of land area – LoA / contract / completion certificate / relevant Govt or public document												
Between 2000-5000 Acres	3 marks														
>5000 Acres	5 marks														

Infra Planning – DPR / infrastructure planning / transport planning for industrial parks and SEZs, residential townships, industrial townships, ports, airports, and social infrastructure developments (hospital and educational institutions (schools, colleges, universities)), real estate projects (residential, commercial, retail), data centers, and similar developments with comprehensive planning for supporting infrastructure like transport, road networks, water supply, sewage systems, electricity, gas pipelines, and related utilities.				
Number	Maximum Points	Max Marks	Required Documents	
Between 300-2000 Acres	2 marks	5	Board Completion Certificate OR Certificate from the Applicant's Chartered Accountant for fee received For proof of land area – LoA / contract / completion certificate / relevant Govt or public document	
Between 2000-5000 Acres	3 marks			
>5000 Acres	5 marks			
<div>ii. Presentation on proposed methodology, approach and work plan in responding to the Terms of Reference (TOR): Total Marks 30</div>				
Particulars	Number	Max Points	Max Marks	Required Documents
To submit brief synopsis as part of Technical Proposal (maximum 15 single-sided pages). Presentation on the same to be made by shortlisted bidders to Authority. Authority would provide at least 3 days advance notice to all shortlisted bidders as to the schedule of presentation. Apart from approach and methodology, the presentation should include work and staffing plan, relevant experience and why the Applicant would be best suited for the Project	Understanding of TOR	10	30	Note: Team Leaders and other key personnel nominated by the Consultant shall have to make the presentation on proposed Approach and Methodology to the Authority
	Proposed Approach & Methodology	10		
	Work Plan	10		
<div>iii. Key Experts' qualification and competence for the Assignment: Total Marks 50</div> <div>[Notes to Consultant: each position number corresponds to the same for the Key Experts in Form Annexure-F to be prepared by the Consultant]</div>				

a. Key Personnel: Team Leader				
Educational Qualification	Experience		Max Marks	Required Documents
MBA / CA / Master's in Urban Planning / Architecture	Years of Experience		20	Self Certified CV
	15 - 20 years of Experience	4 marks		
	> 20 years of Experience	8 marks		
	Experience on Projects			
	6-12 projects experience in feasibility study, DPR, transaction management, development management, financial structuring, business planning for real estate (residential / commercial / retail) sector, social infra (health / hospitality / MICE / education) sector and industrial infra (SEZ, industrial parks, SIR) sector.	6 marks		
	>12 projects experience in feasibility study, DPR, transaction management, development management, financial structuring, business planning for real estate (residential / commercial / retail) sector, social infra (health / hospitality / MICE / education) sector and industrial infra (SEZ, industrial parks, SIR) sector.	12 marks		
b. Key Personnel: Urban Planner				
Educational Qualification	Experience		Max Marks	Required Documents
Postgraduate in Urban Planning / Regional Planning / Housing Planning / Transportation Planning / Urban Design	Years of Experience		6	Self Certified CV
	15 - 20 years of Experience	1 mark		
	> 20 years of Experience	3 marks		
	Experience on Projects			
	2-5 projects experience in urban / regional planning	1 mark		
	> 5 projects experience in urban / regional planning	3 marks		
c. Key Personnel: Infra Planner				
Educational Qualification	Experience		Max Marks	Required Documents
Postgraduate in Civil / Structural / Environmental Engineering / Infra Planning	Years of Experience		6	Self Certified CV
	12 - 15 years of Experience	1 mark		
	> 15 years of Experience	3 marks		
	Experience on Projects			
	2-5 projects experience in Infrastructure Planning	1 mark		
	> 5 projects experience in Infrastructure planning	3 marks		
d. Key Personnel: Architect				
Educational Qualification	Experience		Max Marks	Required Documents
Bachelor's in Architecture with any	Years of Experience		6	Self Certified CV
	12 - 15 years of Experience	1 mark		
	> 15 years of Experience	3 marks		

Postgraduate degree	Experience on Projects			
	2-5 projects experience in architecture design / building design / landscape architecture / urban design	1 mark		
	> 5 projects experience in architecture design / building design / landscape architecture / urban design	3 marks		
10.1.2 Key Personnel: Finance Expert				
Educational Qualification	Experience		Max Marks	Required Documents
MBA / CA	Years of Experience		6	Self Certified CV
	12 - 15 years of Experience	1 mark		
	> 15 years of Experience	3 marks		
	Experience on Projects			
	2-5 projects experience in financial assessment, risk analysis, cost estimate, financial planning, bid process management.	1 mark		
	> 5 projects experience in financial assessment, risk analysis, cost estimate, financial planning, bid process management.	3 marks		
10.1.3 Key Personnel: Transport Expert				
Educational Qualification	Experience		Max Marks	Required Documents
Postgraduate in Transportation Engineering / Transportation Planning / Civil Engineer	Years of Experience		6	Self Certified CV
	12 - 15 years of Experience	1 mark		
	> 15 years of Experience	3 marks		
	Experience on Projects			
	2-5 projects experience in transportation planning, traffic assessment, traffic flow assessment.	1 mark		
	> 5 projects experience in transportation planning, traffic assessment, traffic flow assessment.	3 marks		
iv. Turnover of the Applicant: Total Marks 10				
Number	Number	Maximum Points	Max Marks	Required Documents
Average Turnover the Applicant over the past 3 financial years (Submit CA / auditor certificate)	> INR 200 Cr – INR 400 Cr	3 marks	10	CA/ statutory auditor’s certificate
	> INR 400 Cr –INR 600 Cr	6 marks		
	> INR 600 Cr	10 marks		
Total Marks Bifurcation: i. Specific Experience: 10 Marks ii. Proposed Methodology and Approach: 30 Marks iii. Key Personnels: 50 Marks				

	iv. Turnover of Applicant: 10 Marks Total Marks for four criteria: 100 Marks
24.1	<p>Calculation of Technical and financial scores (For QCBS Only)</p> <p>The proposal with highest Technical marks (T_{max}) will be given a technical score of 100 points. The technical scores of other proposals will be computed as follows: $S_t = 100 \times T/T_{max}$ (In which, S_t is the Technical Score, T_{max} is the highest technical marks and T is technical marks of proposal under consideration.)</p> <p>The lowest Financial Proposal (F_{min}) will be given a financial score of 100 points. The financial scores of other proposals will be computed as follows $S_f = 100 \times F_{min}/F$ (In which, S_f is the Financial Score, F_{min} is the lowest price and F is the price offered in the proposal under consideration.)</p> <p>Proposals will finally be ranked according to their combined technical (S_t) and financial (S_f) scores as follows: The weights given to the Technical (T) and Financial (P) Proposals are: $T = [80\%]$, and $P = [20\%]$ Proposals are ranked according to their combined technical (S_t) and financial (S_f) scores using the weights ($T =$ the weight in % given to the Technical Proposal; $P =$ the weight given in % to the Financial Proposal; such as $T + P = 100$) as following: $S = S_t \times T\% + S_f \times P\%.$ Where S is the combined score.</p>
26.1	For the purpose of the evaluation, UIIDB will pay [18%] GST payable on consulting services, above the quoted price which will be exclusive of GST
27.1	The address for negotiations is: [4 th Floor, Kapoor Towers, 15 B, Rajpur Road, Dehradun - 248001]
27.7	UIIDB can request for the replacement of any of the key personnel mentioned above, in case of non-performance or non-adherence of procedures. In such case, a replacement of equal or better qualified and experienced personnel to the satisfaction of the Authority, shall be provided by the Consultant within 30 days. Please refer to GCC for Key Personnel Replacement Details.
29.1	The Consultancy Agreement would be kept ready for execution in the office of Board within [15] following Letter of Acceptance and the Consultancy Agreement shall be signed by the Successful Consultant within [7] thereof.
29.3	Execution of the Consultancy Agreement by UIIDB shall be within [7] days from the date of receipt of Performance Security Deposit.
29.4	Successful Consultant will sign the Consultancy Agreement and deliver it to UIIDB within [2] days from the date of receipt of the Consultancy Agreement from UIIDB.
29.4	The Assignment is expected to commence on October 2025 at Dehradun
30.1	Performance security Deposit shall be furnished by the Successful Consultant within [7] days after receipt of notification of award from UIIDB.
30.1	Value of Performance Security shall be [5%] of Order value/Consultancy Fee.
32.1	Appeal to the prescribed authority: If the aggrieved Consultant is not satisfied with the decision of UIIDB, then such Consultant may appeal to prescribed appellate authority in the manner set out in the Grievance Redressal Portal of Uttarakhand

SECTION V: FORMATS FOR SUBMISSION OF PROPOSALS

1. Technical Proposal – Standard Forms

- A. Technical Proposal Submission Form
- B. Details of the Consultant
- C. Consultant's Experience
- D. Financial capacity of the Consultant
- E. Description of approach, methodology and work plan for performing the assignment
- F. Team composition and task assignments.
- G. Format of Curriculum Vitae of proposed Key Personnel.
- H. Time Schedule for Professional Personnel
- I. Activity (work) schedule
- J. Power of Attorney for Signing of Proposal
- K. Earnest Money Deposit
 - a. Form 1- Bank Guarantee for EMD
 - b. Form 2- Bid Securing Declaration – deleted
- L. Format for undertaking regarding restrictions on procurement from a Consultant of a country which shares a land border with India
- M. Checklist of Documents to be submitted by the Consultant along with the Technical Proposal

2. Financial Proposal - Standard Form

- N. Form 1- Summary of Costs

Annexure A – Technical Proposal Submission Form
(To be submitted on the letter head of the Consultant)

Date: [insert date (as day, month and year) of Proposal Submission]

RFP Reference No. _____

To

[insert complete Name and address of Board]

Sub: [Proposal for Procurement of (Name of Consultancy Services) at]

1. “We, the undersigned, hereby submit our Proposal, in two parts under Single Stage E-Procurement system procedure comprising Two Electronic Documents, namely: (a) the Technical Part: Technical Proposal, and (b) the Financial Part: Financial Proposal.”
2. With reference to your RFP document dated _____. I/We, having examined the RFP Documents and have no reservations to the RFP Documents, including Addenda issued in accordance with Instructions to Consultants (ITC).
3. I/We certify that all information provided in the Proposal submitted by us are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
4. I/We shall make available to UIIDB any additional information/clarification it may find necessary or require to supplement or authenticate the Proposal.
5. I/We acknowledge the right of UIIDB to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/We declare that in the last 36 (thirty-six) months from the last date of submission, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by any procuring entity or by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any service or contract by any public authority nor have any contract terminated by any procuring entity for breach on our part.
7. We declare that we will abide by the ‘Code of Integrity of Public Procurement as set out in Uttarakhand Procurement Rules/ as specified in Clause 31 of the ITB. In case of transgression, our names are likely to be deleted from the list of registered consultants, besides any other penalty or more severe action as deemed fit that may be imposed by UIIDB.
8. I/We understand that you may cancel the selection process at any time and that you are not bound to accept any Proposal that you may receive.
9. I/We certify that we satisfy the Eligibility Criteria and Qualification Criteria as specified in Section III and meet(s) the requirements as specified in the RFP Document.
10. I /We certify that, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Service or which relates to a grave offence that outrages the moral sense of the community.
11. In the event of us being declared as the Successful Consultant, I/we agree to enter into an Agreement in accordance with the draft that has been provided by UIIDB. We agree not to seek any changes in the aforesaid draft Consultancy and agree to abide by the same.
12. I/We have studied all the RFP Documents carefully and also surveyed the site where the services are required to be provided. We understand that except to the extent as expressly set forth in the draft Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by UIIDB or in respect of any matter arising out of or relating to the selection process including the award of the Agreement.

13. I/We offer an Earnest Money Deposit of Rs. [_____] (Rupees Only) and Cost of RfP documents Rs. [10,000] (Rupees Ten Thousand Only) (if applicable) for the Services, exclusive of GST payable separately for which we have submitted the Proposal (s) in accordance with the RFP Document.
14. The documents comprising the Proposal, as specified in Clause 10.1 of the RFP Document, have been submitted in the manner set out in the RFP Document.
15. We, the undersigned, offer and agree to provide the aforementioned services in accordance with RFP Document dated [Date] for a Consultancy Fee as mentioned in our Financial Proposal.
16. The quoted Consultancy Fee is inclusive of the cost of remuneration of the personnel, support staff, communication, travel, boarding and lodging, food and maintenance activities and like all costs incurred by the Consultant in carrying out the Services.
17. The quoted Consultancy Fee shall be inclusive of all prevailing taxes, levies, cess, and applicable taxes, if any, as applicable, for all activities provided under this Proposal excluding GST. Tax Deductible at Source (TDS) at the prevailing rates from time to time shall be deducted from consultant bills as per applicable law, and quoted rates shall be deemed to include this.
18. The Consultancy Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP Document; draft Agreement, our own estimates of costs and revenues and after a careful assessment of the place where the services are required to be provided and all the conditions that may affect the provision of Services.
19. I / We confirm that our Financial Proposal is unconditional and that we accept all terms and conditions specified in the RFP Document.
20. I / We, the undersigned, offer to provide the above services in accordance with your RFP Document dated [Date], and our Proposal (Technical Proposal and Financial Proposal).
21. I / We hereby offer and agree to provide the aforementioned Service for a Service Fee/Consultancy Fee as provided by us in the E-Procurement Portal if we are the Successful Consultant for the aforementioned Service
22. I shall keep this offer valid for proposal validity period as specified in Clause 13.1 of the ITC and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
23. I/We confirm that if I/We are the successful Consultant shall within the period as indicted in the Data Sheet furnish the Performance Security Deposit in accordance with the Conditions of Consultancy Agreement.
24. I/We understand that this Proposal, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding agreement between us, until a formal Agreement is prepared and executed.
25. Deleted
26. I/We understand that you are not bound to accept the lowest or any Proposal you may receive.

In witness thereof, I/We submit this Proposal under and in accordance with the terms of the RFP document.

Yours Faithfully,

Date:
Place:

(Signature of the Authorised Signatory)
Name and seal of Consultant

ANNEXURE B - Details of the Consultant
(To be submitted on the letter head of the Consultant)

Form 1

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Corporate Identity Number/ LLP Identification Number/ Proprietary Registration Number:
 - (d) Address of the office/corporate headquarters and its branch office(s), if any, in India:
 - (e) Address of the office/ corporate headquarters or its branch office(s), in Uttarakhand:
2. Bank Details
 - (a) Name of the Holder
 - (b) Bank Account No.
 - (c) Name of the Bank
 - (d) Branch Name
 - (e) IFSC Code
3. Brief description of the Consultant including details of its main lines of business and proposed role and responsibilities in these Services:
4. Details of individual(s) who will serve as the point of contact/communication for UIIDB:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
 - (h) Mobile:
5. Particulars of the Authorized Signatory of the Consultant:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
 - (h) Mobile:
6. A statement by the Consultant disclosing material non-performance or contractual non-compliance in past Assignment, contractual disputes and litigation/ arbitration during the last 36 (thirty-six) months from the last date of submission is given below (Specify only those where final awards is pending).

Year	Name of Work/ Assignment	Name of Board with Contact details	Contract No. and Date	Value of Contract in Rs.	Date Completed	Nature of Litigation

7. I / We confirm that all the registrations submitted are under operation presently and shall be used for all related activities.

Note: Consultant shall fill in this Form in the format provided above. No alterations to its format shall be permitted.

SIGNATURE OF THE CONSULTANT WITH DATE AND OFFICIAL SEAL

(Name and Designation)
Duly authorized to sign the Proposal on behalf of
(Name & address of the Consultant and Seal)

ANNEXURE B1 – NO BACKLISTING DECLARATION (ON INR 100 AFFIDAVIT)

UNDERTAKING REGARDING NON- BLACKLISTING

Date: _____

To,
MD UIIDB
Dehradun

RFP No.: _____

RFP Title: _____

We, M/s _____, having registered office at _____ hereby declare and undertake that we are not under any declaration of ineligibility issued by Govt. of India / State Govt. / Public Sector Undertakings etc. as on the date of this RFP.

We hereby confirm that this undertaking is true and correct to the best of our knowledge and belief.

Yours Sincerely,

<<Name and designation of Authorized Signatory>>

Annexure B- Form 2- Declaration by Associates of Foreign Principals

Deleted

ANNEXURE C - Consultant Experience

(To be submitted on the letter head of the Consultant)

Relevant Services Carried Out

(Refer Section III of the RFP Document)

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

1	Assignment / job name
	Type –
	Industry / Sector
1.1	Description of Project
1.2	Value of the Project (INR Cr)
1.3	Project land area
1.4	Approx. value of the contract (in Rupees)
1.6	Country
1.7	Location within country
1.9	Duration of Assignment/job (months)
1.10	Name of department
1.11	Address
1.12	Approx. value of the Assignment/job provided by your firm under the contract (in Rupees)
1.13	Start date (month/year)
1.14	Completion date (month/year)
1.15	Name of associated Consultant / JV partner, etc., if any
1.16	No. of professional staff-months provided by associated Consultants / JV Partner, etc
1.17	Name of senior professional staff of your firm involved and functions performed
1.18	Description of actual Assignment / job provided by your staff within the Assignment / job

Note:
Please provide documentary evidence from the Board i.e., copy of work order / Letter of award / copy of agreement signed with the Board, along with proof of at least 80% fee received or completion certificate [Copy of Board certificate / completion certificate / fee received certificate signed by Chartered Accountant].
The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.
Multiple project experience under an umbrella project may be considered as separate projects, only if separate proof of work / completion of submitted by the Applicant for each such project.

General Instructions:

1. The experience cited must comply with the eligibility criteria specified in Section III and Data sheet.
2. Along with the above format and information, the Proposals for demonstrating the qualification criteria as provided in Section III of the ITC is required to submit the supporting documentary proofs as provided at **Annexure N for above details:**
3. List only those assignments for which the Consultant was legally contracted by the Board as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Board.

ANNEXURE D –Financial Capacity of the Consultant
(Refer Section III of the RFP Document)

S. No	Head	Turnover of the Applicant	Net worth at close of last FY
1.	Financial Year FY 2024 - 25		
2.	Financial Year FY 2023 – 24		
3.	Financial Year FY 2022 - 23		
Average			

<u>Certificate from the CA / Statutory Auditor Auditor⁴⁷</u>	
This is to certify that(name of the Consultant) has accrued the following turnover as specified above	
This certificate is being issued to be produced before [Name of the Board], for the [“Procurement of Consultancy Services for _____”].	
Name of the audit firm:	
Registration No. of the Firm:	
Seal of the audit firm	
Date:	Signature, name and designation of the authorised signatory)
	as well as UDIN number

Note:

1. The Consultant should provide details of its own Financial Capacity duly certified by its CA / Statutory Auditor.
2. In case the Consultant is registered outside India, the financial capacity as certified by the CA/ statutory auditor residing outside India may be submitted. However, for conversion of US Dollars to Rupees, the rate of conversion shall be the rate prevailing as on the date of issue of RFP Document. In the case of any other currency, the same shall first be converted to US Dollars as on the date of issue of RFP Document, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

**ANNEXURE E - DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE
ASSIGNMENT**
(Refer Section III of the RFP document)

A description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}

- a) **Technical Approach, Methodology, and Organization of the Consultant's team.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}
- b) **Work Plan and Staffing.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Board), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Comments (on the TOR and on counterpart staff and facilities)**
{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Board. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

ANNEXURE F- Team composition and Task assignments

(Refer to Section III of the RFP Document)

Key Personnel

(To be submitted on the letter head of the Consultant)

Sl. No.	Name	Position	Task
1.			
2.			
3.			

2. Non-Key Personnel (not to be considered for evaluation purpose)

Sl. No.	Name	Position	Task
1.			
2.			

ANNEXURE G - Format of Curriculum Vitae of Proposed Key Personnel
(Refer to Clause 10.1 of the ITC)

Name of Consultant: _____
Name of Personnel: _____
Profession: _____
Date of Birth: _____ Contact Number _____
Address of Personnel _____
Years with Firm/Entity: _____ Nationality: _____
Membership in Professional Societies: _____
Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

[Summarize college/university and other specialized education of staff 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 staff 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 Board references, where appropriate. Use about two pages.]

Languages:

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

Detailed Tasks Assigned: [List all tasks to be performed under this Assignment/job]

Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the Consultancy assignment]

- Name of Assignment/job or project:
 - Year:
 - Location:
 - Project area (acres):
 - Positions held:
 - Activities performed:

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal or blacklisting by the Board. I also certify that I have not submitted my CV, for this assignment, to any other firm.

Date:

[Signature of Personnel]

Day/Month/Year

Notes:

1. Use separate form for each Key Personnel
2. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Consultant firm along with the seal of the firm.
3. Supporting Documents for Key Personnel: Educational Degree certificates shall also be submitted for all proposed Key Personnel
4. Employment/ HR certificate of the proposed expert establishing employment with the Consultant as on PDD.
At least 5 of the 6 key experts need to be on the rolls of the Consultant as on PDD.

ANNEXURE H – Time Schedule for Key Personnel
(Refer to Section III of the RFP Document)

Deleted

ANNEXURE I– Activity (work) schedule
(Refer to Section III of the RFP Document)

A. Field Investigation and Study Items:

		Month-wise Program (in form of Bar Chart) ++ <i>[1st, 2nd, etc. are months from the start of assignment]</i>											
Sl. No.	Deliverable	1st	2nd	3rd	4th	5 th	6th	7th	8th	9th	10th	11th	12th

++ The Program should be period of completion of assignment.

B. Completion and Submission of Reports

Report*	Programme: (Date)
1. Concept Report/Inception Report	
2. Draft Report	
3. Final Report	

* **MODIFY AS REQUIRED FOR THE ASSIGNMENT.**

**ANNEXURE J – Power of Attorney for Signing of Proposal
Form 1**

(To be submitted on 100 rupees Non-Judicial Stamp Paper)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms. (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our “Proposal for Procurement of Consultancy Services for _____”, proposed by the [Name of the Board] (the “Board”) including but not limited to signing and submission of all applications, Proposals and other documents and writings, participate in Consultant’s and other conferences and providing information/responses to the Board, representing us in all matters before the Board, signing and execution of all contracts including the Consultancy Agreement and undertakings consequent to acceptance of our Proposal, and generally dealing with the Board in all matters in connection with or relating to or arising out of our Proposal for the said Service and/or upon award thereof to us and/or till the entering into the Consultancy Agreement with the Board.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20**.

For _____
(Signature)
(Name, Title and Address)

Witnesses:

Accepted _____ [Notarised]
(Signature)
(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Consultant should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Consultant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Consultant from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

ANNEXURE J

Form 2- Power of Attorney for Lead Member of Consortium

(To be submitted on 100 rupees Non-Judicial Stamp Paper)

DELETED

ANNEXURE K: Earnest Money Deposit
Form 1- Bank Guarantee for EMD⁴⁸
(Refer Clauses 12.3 of the RFP Document)

B.G. No.

Dated:

- 1 In consideration of you, *****, having its office at *****, (hereinafter referred to as the “Board”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Proposal of (a registered under the,) and having its registered office at..... (hereinafter referred to as the “Consultant” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for (hereinafter referred to as “the Assignment”) pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft Consultancy agreement (hereinafter collectively referred to as “RFP Documents”), we (Name of the Bank) having our registered office at and one of its branches at..... (hereinafter referred to as the “Bank”), at the request of the Consultant, do hereby in terms of Clause 1 2.4 and 2.19 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP Documents by the said Consultant and irrevocably, unconditionally and on non-transferable basis undertake to pay forthwith to the Board an amount of Rs. ***** (Rupees ***** only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Consultant if the Consultant shall fail to fulfil or comply with all or any of the terms and conditions contained
- 2 Any such written demand made by the Board stating that the Consultant is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Documents shall be final, conclusive and binding on the Bank.
5. We, the Bank, do undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Consultant or any other person and irrespective of whether the claim of the Board is disputed by the Consultant or not, merely on the first demand from the Board stating that the amount claimed is due to the Board by reason of failure of the Consultant to fulfil and comply with the terms and conditions contained in the RFP Documents including failure of the said Consultant to keep its Proposal open during the Proposal validity period as set forth in the said RFP Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ***** (Rupees ***** only).
6. This Guarantee shall be irrevocable and remain in full force for a period of 45 (forty five) days beyond the validity of the Proposal or for such extended period as may be mutually agreed between the Board and the Consultant, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
7. We, the Bank, further agree that the Board shall be the sole judge to decide as to whether the Consultant is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Documents including, *inter alia*, the failure of the Consultant to keep its Proposal open during the Proposal validity period set forth in the said RFP Documents, and the decision of the Board that the Consultant is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Board and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other Board.
8. The Guarantee shall not be affected by any change in the constitution or winding up of the Consultant or the Bank or any absorption, merger or amalgamation of the Consultant or the Bank with any other person.
9. In order to give full effect to this Guarantee, the Board shall be entitled to treat the Bank as the principal debtor. The Board shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP Documents or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying acceptance of Letter of Award by the Consultant or the period for fulfilment and

⁴⁸ Form 1 is required to be furnished if the Consultant is required to furnish EMD in the form of Bank Guarantee.

compliance with all or any of the terms and conditions contained in the said RFP Documents by the said Consultant or to postpone for any time and from time to time any of the powers exercisable by it against the said Consultant and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP Documents or the securities available to the Board, and the Bank shall not be released from its liability under these presents by any exercise by the Board of the liberty with reference to the matters aforesaid or by reason of time being given to the said Consultant or any other forbearance, act or omission on the part of the Board or any indulgence by the Board to the said Consultant or by any change in the constitution of the Board or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

10. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
11. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
12. It shall not be necessary for the Board to proceed against the said Consultant before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Board may have obtained from the said Consultant or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
13. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Board in writing.
14. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
15. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** (Rupees ***** only). The Bank shall be liable to pay the said amount or any part thereof only if the Board serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [insert date falling (equal to validity period of EMD) days after the last date for submission of Proposal].

Signed and Delivered by..... Bank

By the hand of Mr./Ms., its.....and authorized official.

(Signature of the Authorised Signatory)
(Official Seal)

ANNEXURE K: Form 2- Bid Securing Declaration

Deleted

**ANNEXURE L: Format for Undertaking Regarding Restrictions on Procurement from a Consultant
of a Country which shares a Land Border with India**
(To be submitted on the letterhead of the Consultant)

Deleted

ANNEXURE M: Joint Venture Agreement

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ANNEXURE N: Checklist of Documents to be submitted by the Consultant along with the Technical Proposal

(Refer Section III of the RFP Document)

Sl No	Reference Clause	Heading	Documentary Proofs	Submitted YES/NO	Page no
1.	10.1 A of ITC	First Electronic Document – Part 1- Technical Proposal documents	Applicable Annexures and proof for payment of RFP Document fee along with supporting documents to substantiate the same		
2.	10.1 B of ITC	Second Electronic Document – Part 2- Financial Proposal documents	Annexure O		
3.	Section III	Statement of not been debarred or removed from empanelled/registered list by the Procuring Entity/ Purchaser	Furnish a Notorised stamp paper of value Rs 100/- to this effect.		
4.	Section III	Legal Status of the Consultant	a. Furnish a copy of the Registration Certificate along with copy of PAN and the IT returns for the last 36 months preceding the last date for submission of Proposals as a proof of identity.		
5.	Section III	Qualification Criteria Demonstration – Consultant References	Furnish a copy of the following documents a) Copy of completion certificate from the Board for satisfactory performance and Certificate from a CA / Statutory Auditor in the format provided at Annexure C		
6.	Section III	Qualification Criteria Demonstration – Key Personnel Experience	Copies of Curriculum Vitae of Proposed Key Personnel proposed position in the format prescribed at Annexure G. Self-Attested- Supporting documents in the form of educational degree certificates shall also be submitted for all proposed Key Personnel		

7.	Section III	Qualification Criteria Demonstration – Financial Capacity of the Consultant	<ul style="list-style-type: none"> • Certificate(s) from CA / Statutory Auditor stating total revenues from professional fees during each of the past three financial years. 		
8.	12 of ITC	EMD	Bank guarantee(scanned copy)/E-Bank Guarantee etc. whichever is applicable.		
	Section III- 1.3	List of Registrations	<ul style="list-style-type: none"> • Registration under the applicable law for establishing their legal identity • Active Registration under the Goods and Service Tax (GST) [& last submitted return as proof of submission of dues] • Permanent Account Number (PAN) issued by the Board of Direct Taxes under the Income Tax Act, 1961 		

**ANNEXURE O: FINANCIAL PROPOSAL
FORM 1- SUMMARY OF COSTS**

Item No.	Description ⁴⁹	Amount (Rs.)
A.	PERSONNEL COSTS	
I	Remuneration for Professional Personnel (inclusive of all personal allowances)	
II	Remuneration for Support Personnel (inclusive of all personal allowances)	
	TOTAL Consultancy Fee [exclusive of GST]- Lumpsum	

Note:

1. Estimate of Costs for Item A I, to A II shall be as per Form-2.
2. Expenses in Item A II shall not exceed 15% (fifteen per cent) of the total Cost under Item A.
3. No escalation on any account will be payable on the above amounts.
4. Payments will be made as per stipulations of the Special Conditions of Consultancy. The break-up of cost as given in form-2 is to facilitate assessment of reasonableness of costs and for determining remuneration for additional services.
5. The Consultancy Fee shall be fixed and firm for the duration of the Consultancy Agreement, except as adjusted in accordance with the Consultancy Agreement, if applicable.
6. The Consultancy Fee shall be quoted in the manner indicated in the Instructions to Consultant in the RFP Documents. For each item, the Consultant shall complete each appropriate column in this Form-2, and giving the price breakdown as indicated in the Form-2. Fees given in the Forms against each item shall be for the scope covered by that item as detailed in the ToR or elsewhere in the RFP Documents.
7. When requested by the Board for the purposes of making payments or part payments, valuing changes or evaluating claims, or for such other purposes as the Board may reasonably require, the Consultant shall provide the Board with a breakdown of any composite or lump sum items included in the Forms.

**ANNEXURE O: FINANCIAL PROPOSAL
FORM 2- BREAKDOWN OF COSTS**

I. REMUNERATION FOR PROFESSIONAL PERSONNEL

No.	Position	Name	Person-month Remuneration Rate (Rs.)	Time Input in Person-Months	Amount (Rs)
1.					
2.					
3.					
4.					
Subtotal					

II. REMUNERATION FOR SUPPORT PERSONNEL

No.	Position	Name	Person-month Remuneration Rate (Rs.)	Time Input in Person-Months	Amount(Rs)
1.					
2.					
3.					
				Total :	

SECTION VI: TERMS OF REFERENCES

PROJECT BACKGROUND

Context:

Yamuna Colony, situated in the heart of Dehradun, stands as one of the city's older government residential neighborhoods, originally developed under a different urban planning paradigm that prioritized low-rise, low-density housing. Over time, a significant portion of the buildings in the colony have become structurally dated and functionally obsolete. Furthermore, the supporting infrastructure—comprising internal roads, stormwater drainage systems, water supply networks, and waste management facilities—was conceived to serve a much smaller population and far lighter vehicular movement than what is currently experienced. As a result, these systems are now inadequate to meet the colony's existing and projected demands.

Owing to its strategic central location—close to major government offices, leading educational institutions, healthcare facilities, and primary transit corridors—Yamuna Colony holds exceptional potential for transformation into a vibrant urban hub. The area can evolve into a modern mixed use hub housing Central Business District (CBD), offering high-quality office spaces, institutional facilities, and residential and commercial zones that will not only enhance the city's urban landscape but also act as a significant catalyst for job creation and economic growth.

This redevelopment vision seeks to move beyond its original character as an exclusive government housing enclave, reimagining the site as a dynamic, mixed-use district. The proposed master plan will integrate diverse functions, including modern residential units, institutional and office spaces, commercial establishments, and shared community amenities, thereby better aligning with the contemporary urban needs of Dehradun.

The initiative also offers a unique platform to embed smart city principles: leveraging energy-efficient building designs, robust digital infrastructure, integrated and sustainable mobility solutions, and environmentally conscious urban planning practices. By doing so, it aims to contribute meaningfully to Dehradun's broader urban renewal and growth strategy and supports the vision of "Sashakt Uttarakhand" —a stronger, more inclusive, and future-ready state.

Importantly, this project will also help enhance the long-term utility and economic value of valuable public land assets by transitioning from aging, low-rise developments to modern, higher-density urban forms. Through this, Yamuna Colony can become a model for inclusive and future-ready neighborhoods—showcasing how legacy government housing areas can be thoughtfully redeveloped into integrated urban communities that balance economic growth with quality of life and environmental stewardship.

To realize this vision, the Uttarakhand Infrastructure and Industrial Development Board (UIIDB) intends to engage a qualified consultancy firm. The selected consultant will be responsible for preparation of development vision, master plan and infrastructure plan; and undertaking development management for redevelopment of Yamuna Colony in Dehradun to guide the redevelopment of Yamuna Colony into a landmark project within Dehradun. This is part of ongoing initiatives by the Centre and state Govt for revitalizing the central business districts for the state capitals / major cities.

Key Objective of the project

- Unlock the site's urban potential through **integrated master planning and optimal land use**, supporting Dehradun's transformation into a modern, resilient city.
- Plan a **balanced, mixed use, higher density community** of institutional, commercial, residential uses that respond to current market demand and evolving urban needs.
- **Replace** structurally aging, low-rise buildings with **modern, resilient, and energy-efficient architecture** that improves safety and functionality.
- **Upgrade and modernize essential infrastructure**—roads, drainage, water supply, power, and digital systems—aligned with smart city and climate-responsive planning principles.
- **Integrate the site** seamlessly with Dehradun's broader urban mobility network, **leveraging transit-oriented development (TOD) strategies** to enhance connectivity and reduce car dependence.
- **Enhance walkability** and other forms of non-motorized transport (NMT) and create an active public realm through landscaped open spaces, plazas, and pedestrian-friendly streetscapes, improving

livability and social cohesion.

- **Promote economic vitality** by creating flexible office spaces and business facilities that contribute to job creation and position the area as part of Dehradun's emerging **Central Business District (CBD)**.
- **Apply sustainable urban design and green building principles**, including low-impact development, renewable energy integration, and water conservation strategies.
- Ensure an inclusive and participatory planning process that reflects stakeholder aspirations and aligns with Dehradun's city master plan and the vision of a Sashakt Uttarakhand.
- Establish Yamuna Colony as a **demonstration model for reimagining redevelopment of older government-owned colonies** into vibrant, mixed-use urban districts that blend heritage with contemporary urban living.

Area for the project:



Note: The site boundary marked on satellite imagery is tentative

1. SCOPE OF WORK

PHASE A – Project Visioning, Development Programming and Master Planning

1.1. Understanding the project context and site

- 1.1.1. Conduct a series of consultations with the Authority and key Government Departments to gain clarity on project objectives, site challenges, and stakeholder expectations.
- 1.1.2. Collect and collate detailed data on:
 - Existing government offices, official residencies, institutional establishments located within the project site
 - Current land use patterns, occupancy status, and functional zoning
- 1.1.3. Undertake comprehensive on-site assessments covering:
 - Micro-level analysis: internal circulation, site topography, plot boundaries, drainage channels, vegetation, and built structures
 - Macro-level analysis: surrounding neighborhoods, connectivity to key city centers, major roads, highways, and regional nodes
- 1.1.4. Compile and analyze applicable development control regulations and building byelaws (including zoning regulations, FAR, ground coverage, height restrictions, setbacks, etc)
- 1.1.5. Map and document existing and proposed trunk connectivity such as
 - Arterial roads
 - Proposed metro or BRT corridors
 - Other city-level infrastructure projects
- 1.1.6. Identify and map environmental sensitivities

1.2. Vision Definition and Alignment

- 1.2.1. Work collaboratively with the Authority to define a clear, forward-looking vision for the site, aligned with state and city-level master plans and broader socio-economic objectives.
- 1.2.2. Develop a **30-year vision statement** articulating the site's intended transformation into a vibrant, inclusive, and resilient mixed-use district or urban node.
- 1.2.3. Outline key guiding principles to shape master planning, including:
 - Sustainable development and green infrastructure.
 - Balanced social, residential, commercial, and institutional development.
 - Resilience to environmental and climatic risks.
 - Improved urban experience, walkability, and placemaking.
- 1.2.4. Define strategic priorities and positioning for the site in the city-level, regional and national context, supporting economic growth and quality of life.
- 1.2.5. Align with Dehradun masterplan and “Sashakt Uttarakhand” initiatives for urbanization, planned development and job creation.

1.3. Regulatory Assessment

- 1.3.1. Conduct a detailed review and interpretation of the relevant development control regulations, master plan guidelines, and local body byelaws applicable to the project area.
- 1.3.2. Summarize key planning parameters, including:
 - Permissible Floor Area Ratio (FAR) and Transferable Development Rights (TDR) if applicable.
 - Maximum ground coverage and setback norms by plot type.
 - Height restrictions based on aviation and local guidelines.
- 1.3.3. Prepare a long list of permissible asset classes (e.g., residential, commercial, retail, hospitality, healthcare, educational institutions, recreational facilities, etc.) under prevailing zoning categories.
- 1.3.4. Identify constraints and opportunities created by regulatory provisions that could influence master planning decisions.

1.4. Demand Assessment and Asset Strategy

- 1.4.1. Prepare detailed demographic projections for Dehradun and the catchment area over a 10, 20, and 30-year horizon.
- 1.4.2. Map the demand for different asset classes against permissible uses, backed by:
 - Socio-economic profiling, migration trends, and expected population growth.
 - Changing consumer preferences and income levels.
- 1.4.3. Undertake comprehensive demand and supply analysis:
 - Existing and upcoming projects, occupancy rates, pricing trends, and market absorption.

- Assessment of growth drivers unique to Dehradun (e.g., tourism, education, healthcare, government presence, service sector)
 - Assets classes and projects that Govt wants to focus on under the Sashakt Uttarakhand initiative (IT, data centers, etc.)
- 1.4.4. Benchmark the site and proposed asset mix against similar large-scale urban development projects in India
- 1.4.5. Analyze sales velocity and absorption trends to inform realistic phasing.
- 1.4.6. Identify gaps in supply and recommend a balanced, demand-aligned asset mix
- 1.4.7. Conclude with a recommended portfolio of asset classes and their indicative proportions – separately for land use planning and built-up area

1.5. Relocation Strategy and Phasing (part of master plan)

- 1.5.1. Map and document all existing residents, staff housing, government offices, and small commercial establishments operating within the project site.
- 1.5.2. Estimate the built-up area, population, and employment currently accommodated on-site.
- 1.5.3. Develop a relocation approach, covering:
- Quantum and typology of built space needed for relocation.
 - Preliminary calculations of area requirements for replacement housing, offices, and support amenities.
 - Options for in-situ resettlement versus relocation at nearby areas.
- 1.5.4. Address specific cases, such as the acquisition or relocation of shops and establishments along Yamuna Colony Road, to improve accessibility and implement broader road widening or connectivity plans.
- 1.5.5. Ensure the approach aligns with social equity principles, community integration, and regulatory requirements.

1.6. Preparation of Preliminary Master Plan

- 1.6.1. Create an initial spatial framework integrating:
- Internal road and circulation network, ensuring connectivity to external trunk infrastructure.
 - Location, footprint, and scale of proposed asset classes, balancing economic objectives and livability.
 - Allocation for essential social infrastructure: schools, hospitals, community centers, parks, open spaces, and cultural facilities.
 - Massing and density plan – including for affordable housing
- 1.6.2. Develop flexible framework for mixed use development activities including building bye laws for proposed redevelopment
- Inclusive mixed-use zoning – allowing all activities (except from select restricted activities)
 - Walk to work concept planning
 - Reducing multiple sub classifications of zones
- 1.6.3. Evaluation and inclusion of green building initiatives in bye laws
- Inclusion of green building codes such as Energy Conservation & Sustainable Building Code (ECSBC) for Commercial & Office Buildings & Eco Niwas Samhita (ENS) for Residential Buildings
 - Adoption of green rating systems in building bye-laws to ensure that new constructions meet sustainability and energy efficiency standards by providing green building incentives such as additional FSI / FAR, etc.
 - Inclusion of cool roofs / green roofs
 - Promotion of renewable energy initiatives in new development
 - Environmental sustainability prioritizing non-motorized transport, EV infrastructure, improved air and water quality, wetland protection, resource recycling, resilience strategies, climate-proof buildings, green-blue infrastructure, energy-efficient designs, and net-zero emissions.
- 1.6.4. Data led governance plan
- 1.6.5. Planning for retrofitting legacy infrastructure
- 1.6.6. Prepare a high-level utility and infrastructure plan, including:
- Water supply and distribution network.
 - Sewerage and drainage systems, with rainwater harvesting.
 - Power supply, electrical distribution, and street lighting.
 - ICT backbone including fiber optic networks
 - District cooling system and network

- 1.6.7. Develop a phasing plan indicating logical sequencing based on market absorption, infrastructure rollout, and regulatory clearances.
- 1.6.8. Create supporting visuals and preliminary 3D sketches to communicate design intent.

1.7. Preparation of Final Master Plan

- 1.7.1. Engage in iterative discussions with the Authority and other stakeholders to refine the master plan.
- 1.7.2. Incorporate inputs from stakeholder workshops, regulatory bodies, and expert reviews.
- 1.7.3. Deliver a **final master plan** supported by:
 - Detailed maps and layout plans.
 - Written design rationale and development guidelines.
 - Phasing, investment estimates (at a high level)
- 1.7.4. Other outputs
 - Preparation of physical model of the plan (scale 1:1000 or as appropriate based on the Authority's discretion) based on approved final Master Plan. The model should be prepared using approved material e.g., wood, acrylic, PVC. The materials scale and other related aspects for the model shall have to be approved by the Authority prior to the preparation of the model.
 - Preparation of 3D views and blow ups of typical and critical areas.
 - Preparation of walkthrough video of at least 1 minute.
- 1.7.5. Assist the Authority in presenting the plan to state and central Government departments, etc.
- 1.7.6. Prepare presentation decks, visuals, and explanatory materials to aid communication and secure necessary clearances.

1.8. Development Program

- 1.8.1. Asset-wise Business Case
 - Prepare high-level business cases for each asset class / sub projects (residential, commercial, retail, hospitality, institutional, etc.) based on market demand, pricing trends, and regulatory parameters.
 - Estimate built-up area, project costs and returns
- 1.8.2. Phasing Plan
- 1.8.3. Project Structuring
 - Advise on the most suitable development approach for each sub project: private development, long-term lease, joint development, or Authority-led development.
 - Define commercial terms between Authority and private partners such as lease tenure, payment terms, development milestones and operational obligations.
 - Identify key risks and propose balanced risk allocation in line with commercial viability.
 - Finalize project structuring for each component basis discussion with the Authority.

Note:

- 1) *The Consultant shall maintain constant, regular and proactive interaction with the Authority for formulating the design philosophy and parameters, preparation of preliminary designs/working drawings/specifications etc.*
- 2) *The Consultant will be required to assist Authority throughout the process of seeking approvals for the Master Plan and design drawings etc. from relevant local bodies and administrative departments.*
- 3) *The Consultant shall also assist the Authority in making presentation of the project in comprehensive manner or in parts as decided by the Authority and necessary presentation materials shall be provided by the Consultant without any extra cost*
- 4) *EIA and SIA consultants (if required) shall be appointed separately.*

PHASE B – Infra Planning and Development Management

- B1 – Development management, where the consultant will support the Authority in identifying, structuring, and onboarding suitable development partners/ contractors for the planned sub projects.
- B2 – Infrastructure planning and design, covering detailed design and engineering of in-situ trunk infrastructure such as roads, utilities, drainage, and other supporting networks to enable phased development of the site

PHASE B1 – Development Management (simultaneous with Phase A)

1.9. Outreach and Market Engagement – ongoing throughout

- 1.9.1. Actively engage with leading developers, institutional investors, operators and corporates through targeted outreach
- 1.9.2. Prepare promotional materials and IMs to market the opportunity and maximize participation.
- 1.9.3. Organize and facilitate site visits and presentations to address queries and build confidence among potential bidders.

1.10. Preparation of Tender Documents

- 1.10.1. Prepare detailed documents including project scope, technical specifications, commercial terms, bid timelines, and evaluation criteria.
- 1.10.2. Clearly defining roles, risk allocation, earning model, development milestones, and performance obligations.
- 1.10.3. Align all documents to applicable regulatory guidelines and global best practices to ensure fairness and transparency.
- 1.10.4. Develop supporting materials: information memorandum, project teasers, and FAQs to communicate the project opportunity effectively.

1.11. Tender Management

- 1.11.1. Tender stage
 - Publish and launch the tender process, ensuring wide publicity through targeted outreach.
 - Organize and facilitate meetings to clarify scope and address concerns.
 - Manage and respond to queries in a timely, transparent manner; issue clarifications and corrigenda as needed.
 - Coordinate communication between Authority, advisors, and potential partners.
 - Maintain a detailed process timeline and ensure adherence to milestones and compliance requirements.
- 1.11.2. Evaluation Stage
 - Support the Authority in reviewing tender submissions for completeness, eligibility, and compliance.
 - Conduct comparative analysis of technical proposals, scoring them against defined criteria.
 - Analyze and validate financial proposals; identify the most advantageous offer based on tender parameters.
 - Prepare comprehensive evaluation reports with recommendations for final selection.
- 1.11.3. Selected Partner/ Contractor Onboarding
 - Support the Authority in final negotiations and execution of concession agreements, lease deeds, or development agreements with selected partners / contractors.
 - Prepare a detailed onboarding and mobilization plan, outlining immediate next steps, responsibilities, and timelines.
 - Assist in conducting kick-off meetings with selected partners to align project vision, phasing, and compliance requirements.
 - Advice on setting up project monitoring systems to track progress, quality, and investment commitments.

PHASE B2 – Infrastructure Planning & Design (after master plan finalization under Phase A)

Following approval of the Master Plan, the Consultant shall prepare Detailed Project Reports (DPRs) for each trunk and site infrastructure component, ensuring alignment with product mix, phasing and town planning scheme. Each DPR will include technical designs, demand assessment, engineering drawings, cost estimates, BOQs, surveys, geotechnical investigations and approvals needed to enable construction.

The Consultant shall undertake surveys and mapping of the entire area (post permission from Authority). Further, all necessary geo technical investigations, GPR surveys, and any additional surveys and studies, as may be required, shall be conducted by the Consultant at its own cost.

1.12. Road Circulation and Streetscape

- 1.12.1. Conduct topographical surveys, soil / geo-technical investigations to inform design.
- 1.12.2. Prepare preliminary and detailed design of internal road hierarchy:
 - main carriageways
 - service roads
 - pedestrian paths
 - cycle tracks
 - bus bays
 - junctions
 - off street parking facilities
- 1.12.3. Design for non-motorized transport, universal accessibility, traffic circulation and phased development.
- 1.12.4. Design for landscape and streetscape: plantation, paving, lighting, furniture, drop-offs and bus shelters.
- 1.12.5. Produce engineering drawings: road network plan, cross-sections, grading plans, drainage layouts, utility corridors and Right of Way plans.
- 1.12.6. Incorporate flexible design for future smart mobility systems.
- 1.12.7. Connectivity with major transit hub
- 1.12.8. Integration with external connectivity

1.13. Power Supply & Smart Street Lighting; Evaluate District Cooling

- 1.13.1. Conduct load analysis, surveys and coordinate with DISCOMs for capacity assessment.
- 1.13.2. Design MV & LV distribution network, substations, cable routes, redundancy and protection systems meeting IS/BIS/IEEE standards.
- 1.13.3. Integrate smart grid components and automation for 24×7 supply.
- 1.13.4. Evaluate and plan for EV charging infra
- 1.13.5. Prepare lighting plans for roads, footpaths and public spaces, integrated with ICT-enabled smart lighting.
- 1.13.6. Produce detailed SLDs, substation layouts, cable trench sections, lighting pole plans, and power system schematics.

1.14. Water Supply, Recycled Water & Firefighting

- 1.14.1. Conduct demand analysis, soil / geo-technical studies and hydraulic modelling.
- 1.14.2. Design potable and recycled water networks, storage reservoirs, pumping stations and firefighting mains.
- 1.14.3. Include phase-wise staging plans aligned to occupancy and parcel-level design.
- 1.14.4. Ensure compliance with CPHEEO manuals and state norms.
- 1.14.5. Prepare network plans, longitudinal sections, cross-sections and schematics.

1.15. Sewerage & Wastewater Management

- 1.15.1. Analyze per capita sewage generation, peak flows and infiltration factors.
- 1.15.2. Prepare sewerage network up to STPs with provision for treated water reuse.
- 1.15.3. Establish treated effluent standards aiming for zero discharge.
- 1.15.4. Conduct geotechnical surveys to guide alignment and design.
- 1.15.5. Produce engineering drawings: network plans, profiles, manholes and typical sections.

1.16. Stormwater Drainage & Flood Mitigation

- 1.16.1. Conduct hydrological surveys, rainfall analysis and soil tests.
- 1.16.2. Identify flooding / waterlogging hot spots
- 1.16.3. A detailed plan for managing water in waterlogged areas: improved drainage systems, water-resilient landscaping and ecosystem-based solutions.
- 1.16.4. Design integrated drainage system: primary, secondary drains, culverts and retention ponds.
- 1.16.5. Include rainwater harvesting measures and flood mitigation strategies.
- 1.16.6. Prepare drainage layouts, longitudinal profiles, cross-sections and discharge tables.

1.17. Gas Supply & ICT Corridors

- 1.17.1. Allocate and design corridors in road cross-sections for gas pipelines and optical fiber ducts.
- 1.17.2. Ensure compliance with safety norms and industry practices.
- 1.17.3. Incorporate future-ready capacity for smart city systems.
- 1.17.4. Prepare layout plans, profiles and cross-sections – include district colling network.

1.18. Solid Waste Management

- 1.18.1. Conduct waste quantity and composition surveys based on land use and population growth.
- 1.18.2. Design collection, transfer stations, segregation, material recovery facilities and landfill.
- 1.18.3. Prepare process flow diagrams, equipment layouts and typical sections.

1.19. Integration, Phasing & Costing

- 1.19.1. Combine all utility networks into an integrated infrastructure plan.
- 1.19.2. Develop phasing strategy aligned to real estate and trunk connectivity.
- 1.19.3. Prepare cost estimates and BOQs using State Schedule of Rates or market analysis.
- 1.19.4. Include operation & maintenance cost estimates.

1.20. Final Integrated Infrastructure Plan

- 1.20.1. Organize consultations and design workshops with the Authority, utility agencies, and key stakeholders to review draft plans.
- 1.20.2. Collect and systematically document feedback on proposed alignments, phasing, design standards, and sustainability measures
- 1.20.3. Refine and update the integrated infrastructure plan to address technical inputs, regulatory requirements, and practical on-ground considerations.
- 1.20.4. Present the revised plan for final approval, ensuring alignment with the approved Master Plan, project vision, and phased development strategy.

PHASE C: Additional Project Elements (As required)

Basis consultations with the Authority and relevant Government departments and as aligned with the approved Master Plan—including the approved massing, population density and project phasing—the Authority may, at its sole discretion, decide to undertake additional works related to the project. These may include, but are not limited to:

- Enhancement of external road connectivity for the redevelopment of Yamuna Colony through a flyover as deemed necessary by the Authority.
- Enhancement of external road connectivity for the redevelopment of Yamuna Colony through a tunnel as deemed necessary by the Authority.
- Design and development of commercial and institutional buildings or other related facilities directly undertaken by the Authority or Government (i.e., not through private participation).

The Authority may choose to procure detailed design engineering for such additional work through a separate proposal and procurement process. In such event, the selected Consultant under this RFP, should it choose to participate in the bidding process for such additional work, shall be granted the Right of First Refusal (ROFR) under the following conditions:

- In case of a cost-based selection process: if the Consultant's financial bid is within plus or minus five percent ($\pm 5\%$) of the lowest (L1) financial bid, the Consultant shall have the right to match the L1 bid and, upon doing so, be awarded the contract.
- In case of a quality cum cost-based selection (QCBS) process: The Consultant's financial score shall be multiplied by a factor of 1.05 for the purpose of final evaluation.
- This provision shall apply only to the additional external connectivity works as described above and shall not create any obligation on the Authority to award or execute such works.

DURATION OF THE PROJECT

The duration of the assignment (from signing of the Agreement with selected Applicant) will be as per the milestones and timelines as per section 7. Any extension to these timelines will be at the discretion of the Authority

DELIVERABLES AND PAYMENT SCHEDULE

PAYMENT SCHEDULE

Phase A					
S. No.	Deliverable No.	Deliverable Name	Scope Clause Reference	Timeline	Payment
1	A1	Inception Report	1.1, 1.2	T+ 3 weeks	10% of A
2	A2	Demand & Supply Assessment Report	1.4	T + 8 weeks	20% of A
3	A3	Draft Master Plan; Draft Business Case	1.6, 1.8	T + 12 weeks	25% of A
4	A4	Final Master Plan	1.5, 1.7	T + 16 weeks	25% of A
5	A5	Final Business Case and Development Program	1.8	T + 16 weeks	20% of A

T= Start date of Phase 1 i.e., date of signing of consultancy agreement

T1 = Approval of Final Master Plan by Authority

Phase B					
S. No.	Deliverable No.	Deliverable Name	Scope Clause Reference	Timeline	Payment
B1 - Development Management – to be undertaken simultaneously with Phase A					
1	B1.1	Tender Documents	1.10	T + 12 weeks Simultaneous with A3	20% of B
2	B1.2	Tender Management 8 equal monthly instalments for assisting in tender process	1.11	T+ 12 to T + 44 weeks	50% of B
B2- Infra Planning and Design – to be undertaken after Master Plan approval					
1	B2.1	Draft Integrated Infrastructure Plan	1.12–1.19	T1 + 12 weeks	15% of B
2	B2.2	Final Integrated Infrastructure Plan	1.20	T1 + 20 weeks	15% of B

Note:

- Applicants shall quote a lumpsum total fee in Indian Rupees (INR)
- The total fee shall be split into 2 components.
 - A – For Phase A; equal to 50% of the total fees
 - B – For Phase B; equal to 50% of the total fees
- The Authority may, at its discretion, require the Consultant to prepone / postpone individual milestones.
- The fee quoted shall include all expenses relating to the Assignment including all applicable taxes, cess, duties etc. but excluding GST which shall be payable extra as applicable.
- The payment to the Consultant would be made based on the milestones/ deliverables identified in this section subject to satisfactory performance of work to be judged by the Authority.
- Post submission of the deliverable, UIIDB's approval timeline shall be 15 days for milestones in Phase A and Phase B2 and 10 days for milestones in Phase B1
- The Consultant shall submit to the Authority an invoice for each payment milestone. Further, the Authority shall release the payment within 30 days of receipt of such invoice
- The Authority reserves the right to foreclose consultancy services at any stage and the Consultant shall be required to abide by the same. In such a case, the amount payable to the Consultant shall be equivalent to the applicable fee for completed milestones.
- Extension of time, if applicable for any reason, shall be subject to satisfaction and at the sole discretion of the Managing Director

KEY PERSONNEL

The Consultant shall be required to provide required qualified personnel including experts in the relevant sector. The Consultancy team shall consist of at least the following key personnel (the “**Key Personnel**”)

#	Key Personnel – Core Team	Educational Qualification	Minimum Professional Experience
1	Team Leader	MBA / CA / Master’s in Urban Planning / Architecture	15 Years
2	Urban Planner	Postgraduate in Urban Planning / Regional Planning / Housing Planning/ Transportation Planning / Urban Design	15 Years
3	Infra Planner	Postgraduate in Civil / Structural / Environmental Engineering / Infra Planning	12 Years
4	Architect	Bachelor’s in Architecture with any Postgraduate degree	12 Years
5	Finance Expert	MBA / CA	12 Years
6	Transport Expert	Postgraduate in Transportation Engineering / Transportation Planning / Civil Engineer	12 Years

Note: At least 4 key personnel should be on the payroll of the Consultant as on bid due date. The remaining experts may be engaged as freelancers or employed with other organizations.

Similar Works shall mean:

Master Planning – Master planning / spatial planning projects for industrial parks and SEZs, residential townships, industrial townships, ports, airports, and social infrastructure developments (hospital and educational campuses (schools, colleges, universities)), and similar developments. However, GIS based master planning under AMRUT shall not be considered.

Infra Planning – DPR / infrastructure planning / transport planning for industrial parks and SEZs, residential townships, industrial townships, ports, airports, and social infrastructure developments (hospital and educational institutions (schools, colleges, universities)), real estate projects (residential, commercial, retail), data centers, and similar developments with comprehensive planning for supporting infrastructure like transport, road networks, water supply, sewage systems, electricity, gas pipelines, and related utilities.

Availability of Key Personnel:

The Consultant shall make available the Team Leader and other Key Personnel to attend and participate in meetings, conferences, and discussions with the Authority and relevant stakeholders.

Site Team – A Project Manager shall be based in Dehradun for at least 2 days in a week for the entire duration of the study.

If any point of time during the Selection Process or during the course of the Assignment, the Authority discovers that a false averment regarding qualification, experience or other particulars of any Key Personnel(s) has been made, the Personnel(s) shall be liable to be debarred for any future assignment of the Authority for a period of 3 (three) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

Substitution / Replacement of Key Personnel:

The Authority will not normally consider any request of the Selected Applicant for substitution of the Key Personnel as the ranking of the Applicant is based on the evaluation of the Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted in exceptional circumstances if the Key Personnel is / are not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Any replacement will be enforceable only after the approval of the Authority.

FORM AND CONDITIONS OF CONSULTANCY AGREEMENT

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SECTION VII: FORM OF CONSULTANCY AGREEMENT

This CONSULTANCY AGREEMENT (hereinafter called the “Agreement”) is made on the [Number] day of the month of [Month], [year], between, on the one hand, [Uttarakhand Investment and Infrastructure Development Board] (hereinafter called the “Board”) and, on the other hand, [name of the consultant] (hereinafter called the “Consultant”).

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Board”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Board for all the Consultant’s obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the “Consultant”)]⁵²

WHEREAS

- a. The Board has invited the Consultant to provide Consultancy services as defined in this Consultancy Agreement (hereinafter called the “Services”);
- b. the Consultant, having represented to the Board that they have the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Agreement for [a _____percentage of Estimated Project Cost (in words) totaling to]⁵³ a sum of Rs. _____ (Rupees _____ Only) (hereinafter called as the “Consultancy Fee”);

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following conditions and documents in the indicated order of precedence (higher to lower) herein below shall be deemed to form and be read and construed an integral part of this Agreement irrespective of whether these are not appended/ referred to in it. Any generic reference to ‘Agreement shall imply reference to all these documents as well:
 - a. Consultancy Agreement including Conditions of Contract (i) The General Conditions of Consultancy (“GCC”), the Special Conditions of Consultancy (“SCC”) and the following Appendices thereto at Section X:

Appendix A:	Description of Services
Appendix B:	Reporting Requirements
Appendix C:	Key Personnel
Appendix D:	Services and Facilities to be provided by the Board
Appendix E:	Breakdown of Consultancy Fee
Appendix F:	Performance Security Deposit
Appendix G:	Notification of Award and Letter of Acceptance
Appendix H:	Any modification, addendum, Pre-Proposal meeting proceedings
Appendix I:	Undertaking for Confidentiality
 - b. Letter of Acceptance;
 - c. Record Notes/ Minutes/ confirmations of specific agreements pursuant to post proposal discussions/ clarifications (in case of any ambiguity or conflict amongst the specific agreements the latest dated specific agreement shall prevail);
 - d. Consultant’s completed Proposal Forms submitted with the Technical Proposal

[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.]

2. In the event of any ambiguity or conflict between the Consultancy Documents listed above, the order of precedence shall be the order in which the Consultancy Documents are listed in Clause 1 above.
3. The mutual rights and obligations of the Board and the Consultant shall be as set forth in the Agreement, in particular:
 - a. The Consultant shall carry out the Services in accordance with the provisions of the Agreement; and

⁵⁰ To be deleted, if not applicable To be deleted where the consultancy fee is quoted in in the form of amount and not as a percentage of estimated project cost.

b. the Board shall make payments to the Consultant in accordance with the provisions of the Agreement.

*Any additional clause may be inserted in the public/administrative/work/project interest during the signing of the contract.

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

FOR AND ON BEHALF OF [GOVERNOR OF UTTARAKHAND] By (Signature and Designation of the Authorized Representative of the Board)	FOR AND ON BEHALF OF [NAME OF CONSULTANT OR Name of a Joint Venture] By (Signature and Designation of the Authorized Representative of the Consultant)
---	--

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.

For and on behalf of each of the members of the Consultant [insert the Name of the Joint Venture]

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]
[add signature blocks for each member if all are signing]

SECTION VIII: GENERAL CONDITIONS OF CONSULTANCY AGREEMENT (GCC)

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms wherever used in this Agreement have the following interpretation as specified:

- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in India supplemented by the law and regulations of State of Uttarakhand, as they may be issued and in force from time to time;
- (b) **“Agreement”** means the Agreement signed by the Parties, to which these General Conditions of Consultancy (GCC) are attached, together with all the documents listed in Clause 1 of such signed Agreement;
- (c) **“Consultancy Fee”** means the fee to be paid for the full and proper performance of the Services, in accordance with Clause 6.2;
- (d) **“Confidential Information”** shall have the meaning set forth in Clause 3.5;
- (e) **“Conflict of Interest”** shall have the meaning set forth in Clause 3.4;
- (f) **“Dispute”** shall have the meaning set forth in Clause 9.2;
- (g) **“Effective Date”** means the date on which this Agreement comes into force and effect pursuant to Clause GCC 2.1
- (h) **“GCC”** means these General Conditions of Consultancy;
- (i) **“Government”** means, Government of Uttarakhand;
- (j) **“Member”**, in case the Consultant consist of a joint venture 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 SCC to act on their behalf in exercising all the Consultants’ rights and obligations towards the Board under this Agreement.
- (k) **“Party”** means the Board or the Consultant, as the case may be, and Parties means both of them;
- (l) **“Personnel”** means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GCC 4.2 (a);
- (m) **“Performance Security”** (includes the terms ‘Performance Bank Guarantee’ or “E-Bank Guarantee” or demand draft or fixed deposit receipt or other specified financial instruments in specific contexts, means a monetary guarantee to be furnished by the successful Consultant in the form prescribed for the due performance of this Agreement;
- (n) **“SCC”** means the Special Conditions of Consultancy by which these General Conditions of Consultancy may be amended or supplemented

- (o) “**Services**” means the services to be provided by the Consultant in pursuant to this Agreement as described in Appendix A;
- (p) “**Site**” means the place of Service mentioned in the SCC;
- (q) “**State**” means the State of Uttarakhand,
- (r) “**Third Party**” means any person or entity other than the Government, the Board and the Consultant.

1.2 Interpretation of Clauses

In the Consultancy Agreement, except where the context requires otherwise,

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular and, words unless specifically defined, have their normal meaning under the language of the Consultancy Agreement;
- (c) provisions including the word “agree,” “agreed,” or “agreement” require the agreement to be record in writing;
- (d) the word “tender” is synonymous with “Proposal,” “tenderer” with “Consultant,” and “tender documents” with “RFP Documents”;
- (e) the word ‘approved’ means approved in writing, including subsequent written confirmation of previous verbal approval and ‘approval’ means approval in writing, including as aforesaid
- (f) “written” or “in writing” means handwritten, typewritten, printed or electronically made, and resulting in a permanent record;
- (g) “person” means a natural person, any form of business organization, incorporated or not, or any other legal entity, including but not limited to a company, a corporation, limited liability partnership, partnership, or proprietorship organization;
- (h) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity/ firm where one member has the authority to conduct all business for and on behalf of any and all the members/ partners of the JV, and where the members/ partners of the JV are jointly and severally liable to Purchaser for the performance of the Consultancy Agreement;
- (i) the marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions;
- (j) wherever it is mentioned in the Consultancy Agreement that the Consultant shall perform certain work or provide certain facilities or services, it is understood that the Consultant shall do so at his cost and the Consultancy Fee shall be deemed to have included the cost of such performances and provisions so mentioned;
- (k) in case the word ‘Consultant’ is used in connection with or in relation to the Consultancy Agreement, it shall have the same meaning as “Consultant”; and
- (l) in case the word ‘Employer’ is used in connection with or in relation to the it shall have the same meaning as “ Board” .

1.3 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Board and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Key Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.4 Governing Law

The Agreement shall be governed by and interpreted in accordance with the laws of the Board’s State, unless otherwise specified in the SCC.

1.5 Language

This Agreement has been executed in English/ Hindi language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation or correspondences pertaining to this Agreement. If supporting documents are in a language other than English or Hindi, they must be accompanied by a self-certified accurate translation of the relevant parts into English/ Hindi. The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Consultant.

1.6 Notices

1.6.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.

1.6.2 A notice shall be effective from the date of delivery or on the notice’s effective date, whichever is later. In case of electronic mode of communication, a notice shall be effective from the time of sending of the electronic communication or as specified in SCC.

1.7 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 Uttarakhand or elsewhere, as the Board shall inform.

1.8 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Board or the Consultant may be taken or executed by the officials specified in the SCC.

1.9 Taxes and Duties

The Consultant and their Personnel/Staffs 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 Consultancy Fee.

1.10 Authority of Member in Charge

In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Board under this Agreement, including without limitation the receiving of instructions and payments from the Board

1.11 Joint Venture, Consortium or Association

Deleted

2. Commencement, Completion, Modification and termination of Agreement

2.1 Effectiveness of Agreement

This Agreement shall come into effect on the date (the “**Effective Date**”) of the Board’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

2.2 Commencement of Services

The Consultant shall confirm availability of Key personnel and begin carrying out the Services not later than the number of days after the Effective Date as specified in the SCC.

2.3 Expiration of Agreement

Unless terminated earlier pursuant to Clause 2.7, this Agreement shall expire at the end of such time period after the Effective Date as is specified in the SCC.

2.4 Modification

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services or of the Consultancy Fee, shall only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

- a) For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations under the Agreement impossible or so impractical as to be considered impossible under the circumstances. Such events may include but not limited to acts of the Board either in its sovereign or agreement capacity, war, hostilities, acts of the public enemy, sabotage, riots, civil disorder, earthquake, floods, fire, explosion, storm, revolution, epidemic outbreak, quarantine restrictions and freight embargoes, strikes, lockouts or other industrial action (except where such strikes, lockouts or industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Agreement, and avoid or overcome in the carrying out its obligations hereunder.
- c) Force Majeure shall be notified by the Board to the Consultant
- d) Force Majeure shall not include insufficiency funds or failure to make any payment required hereunder.

2.5.2 No Breach of Agreement

The failure of a Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or default under this Agreement 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 Agreement, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Measures to be taken

- a) Measures to be taken in the event of Force Majeure shall be as follows;
 - i. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to remove its inability to fulfil its obligations hereunder and recognize the consequences of any event of Force Majeure.
 - ii. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- b) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 9.

2.5.4 Extension of Time

Any period within which a Party shall, pursuant to this Agreement, 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 without any cost escalation and without imposition of liquidated Damage.

2.5.5 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.6 Show Cause Notice

The Board may write a show cause notice to the Consultant, if the Consultant fail to perform any of their obligations under this Agreement, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such show cause notice.

2.7 Termination

2.7.1 By the Board

The Board may terminate this Agreement, by giving a written notice of termination to the Consultant and a reasonable time as specified in SCC, to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause 2.7.1 duly mentioning the date of effect of termination:

- a. the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a show cause notice pursuant to Clause 2.7 hereinabove;
- b. if the Consultant (or any of their members) become insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c. the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9.2 hereof;
- d. if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- e. If the Consultant is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.
- f. If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 4.
- g. If the Board, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.7.2 Furthermore, if the Board determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Board may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

2.7.3 By the Consultant

The Consultant may terminate this Agreement, by giving a 'written notice to the Board, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.3:

- a) if the Board fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 8 hereof within a reasonable time as specified in SCC after receiving written notice from the Consultant that such payment is overdue;
- b) If the Board is in material breach of its obligations pursuant to this Agreement and has not remedied the same within a reasonable time as specified in SCC (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Board of the Consultants' notice specifying such breach;
- c) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- d) the Board fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.7.4 Cessation of Rights and Obligations

Upon termination of this Agreement pursuant to Clause GCC 2.7, or upon expiration of this Agreement pursuant to Clause GCC 2.3, all rights and obligations of the Parties hereunder shall cease, except:

- i. such rights and obligations as may have accrued on the date of termination or expiration;
- ii. the obligation of confidentiality set forth in Clause GCC 3.5 hereof;

- iii. the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.9, as relate to the Consultant's Services provided under this Agreement;
- iv. any right which a Party may have under the law applicable in Uttarakhand.

2.7.5 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses GCC 2.7.1 or GCC 2.7.3 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Board, the Consultant shall proceed as provided, respectively, by Clauses GCC 3.11 and GCC 3.12.

2.7.6 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.7.1 or 2.7.3, the Board shall make the following payments to the Consultant:

- a. Remuneration and Reimbursement pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination; and
- b. in the case of termination pursuant to paragraphs (d) to (g) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Agreement, including the cost of the return travel of the Key Personnel.

2.7.7 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause GCC 2.7.1, or in Clause GCC 2.7.3 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GCC 8 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Consultant

3.1 Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the Board, and shall at all times support and safeguard the Board's legitimate interests in any dealings with third parties. The Consultant shall employ and provide such qualified and experienced Key Personnel's as are required to carry out the Services.

3.2 Description of Services

The scope of services to be performed by the Consultant is specified in the Description of Services (the "Services") at Appendix A of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that all Personnels of the Consultant, comply with the Applicable Laws.

3.4 Conflict of Interests

- 3.4.1 The Consultant shall not have a Conflict of Interest as per the Uttarakhand Procurement Rules and any breach hereof shall constitute a breach of the Agreement.

3.4.2 Consultant and Affiliates Not to engage in certain Activities

The Consultant agree that, during the term of this Agreement and after its termination, the Consultant and their affiliates, as well as any of its affiliates, shall be debarred from providing goods, works or services (other than the Services and any continuation thereof) for any assignment resulting from or closely related

to the Services or as specified in SCC.

- 3.4.3 The Consultant shall provide professional, objective, and impartial services and at all times hold the Board's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

3.5 Confidentiality

Except with the prior written consent of the Board, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services. An undertaking by the Consultant to fulfil the obligations under this clause is provided at **Appendix I**.

3.6 Liability of the Consultant

- a. The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- b. The Consultant shall, subject to the limitation specified in Clause 3.6 I, be liable to the Board for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- c. The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Board's property, shall not be liable to the Board:
 - i) for any indirect or consequential loss or damage; and
 - ii) for any direct loss or damage that exceeds (a) the Consultancy Fee set forth in Clause 6.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.6 (c), whichever of (a) or (b) is higher.
- d. This limitation of liability specified in Clause 3.6 I shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 1 (one) time the Consultancy Fee.

3.7 Insurance to Be Taken out by the Consultant

The Consultant (a) shall take out and maintain in the joint name of the Board and the Consultant, on terms and conditions approved by the Board, insurance against the risks, and for the coverage, as shall be specified in the SCC or any applicable law including Labour Laws; and (b) at the Board's request, shall provide evidence to the Board showing that such insurance has been taken out and maintained and that the current premiums have been paid. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.

3.8 Consultants' Actions Requiring Board's Prior Approval

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

- a. appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel"), and
- b. any other action that may be specified in the SCC.

3.9 Accounting, Inspection and Auditing

- a. The Consultant shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost;
- b. The Consultant shall permit the Board and/or persons appointed by the Board to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Board if requested by the Board.

3.10 Reporting Obligations

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

3.11 Documents Prepared by the Consultant to Be the Property of the Board

- a. All plans, drawings, specifications, designs, reports and other documents and software (collectively referred to as “**Consultancy Documents**”) submitted by the Consultant in accordance with Clause 3.10 shall become and remain the property of the Board, and all intellectual property rights in such Consultancy.
- b. Consultancy Documents shall vest with the Board. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Board under law, shall automatically stand assigned to the Board as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Board may deem necessary to secure its rights herein assigned by the Consultant.
- c. The Consultant shall, not later than upon termination or expiration of this Agreement, deliver all such Consultancy Documents to the Board, together with a detailed inventory thereof.
- d. The Consultant shall hold the Board harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as ‘claims’) which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant to perform any of its duties or obligations in relation to securing the aforementioned rights of the Board.

3.12 Equipment and Materials Furnished by the Board

Equipment and materials made available to the Consultant by the Board or purchased by the Consultant with funds provided by the Board shall be the property of the Board and shall be marked accordingly and maintained properly. Upon termination or expiration of this Agreement, the Consultant shall make available to the Board an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Board’s instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Board in writing, shall insure them at the expense of the Board in an amount equal to their replacement value.

3.13 Providing access to Project Office and Personnel

The Consultant shall ensure that the Board, and officials of the Board having authority from the Board, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Board’s official, who has been recognized by the Board in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction. Description of project office shall be as specified in SCC

3.14 Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of

these services. Subject to the provisions of Clause 3.6, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4. Consultants' Personnel

4.1 Description of Personnel

- a) 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 estimate of Personnel costs and man-day rates are specified in Appendix C of this Agreement.
- b) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel, set forth in the Appendix of the Agreement may be increased by agreement in writing between the Board and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Consultancy Fee set forth in Clause 6. 2.

4.2 Approval of Key Personnel

- E. The Key Personnel listed in Appendix C of the Agreement are hereby approved by the Board. No other Key Personnel shall be engaged without prior approval of the Board.

4.3 Removal and/or Replacement of Personnel

- a. The Board expects all the Key Personnel to be available during implementation of the Assignment. Substitution of Key Personnel can be allowed in compelling or unavoidable situations only and substitute shall be of equivalent or higher credentials to the satisfaction of the Board. Such substitution may ordinarily be limited to not more than 30% of the total Key Personnel.
- b. If the Consultant hereafter proposes to replace any person as Key Personnel, it shall submit to the Board its proposal along with a CV of such person which is equal or better in terms of required qualification. The Board may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Board's consideration.
- c. Deleted
- d. Any substitution beyond 30% of the total Key Personnel may lead to disqualification of the Consultant or termination of the Agreement. The Consultant shall provide a substitute within [14] working days.
- e. Substitution of the Team Leader will not normally be considered; and shall require explicit approval from UIIDB in case of exceptional circumstances.
- f. If the Board 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 Consultant shall, at the Board's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Board.
- g. The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

4.4 Working Hours, Overtime, Leave, etc.

- a. Working hours and holidays for Consultant's Personnel are set forth in Appendix C.

⁵¹ In case more substitutions are permissible than the overall 30% limit, Board may formulate a suitable mechanism following the given logic, which should be specified in the RFP Document.

- b. The Consultant Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultancy Fee shall be deemed to cover these items. Leave by Personnel shall be subject to the prior approval of the Consultant, who shall ensure that absence for leave purposes will not affect the continuity of Services.

5. Obligations of the Board

5.1 Assistance and Exemptions

Unless otherwise specified in the SCC, the Board shall:

- a. issue to officials, agents and representatives of the Boards all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- b. assist the Consultant and the Personnel employed by the Consultant for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- c. provide to the Consultant and Personnel any such other assistance as may be specified in the SCC.

5.2 Access to Project Site

The Board warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Board will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant.

5.3 Services and Facilities

The Board shall make available to the Consultant and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D.

5.4 General Obligations

- 5.3.1 The Board shall grant in a timely manner all such approvals, permissions and authorizations which the Consultant may require or is obliged to seek from Board under this Agreement, in connection with provision of Services and the performance of its obligations.

5.3.2 The Board shall make timely payment to the account of the Consultant in the manner stated in the SCC.

E.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Board shall make payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided in Clause 6 of this Agreement.

6. Payment to the Consultant:

6.1 Lump Sum Remuneration

The Consultant's total payment shall not exceed the Consultancy Fee and shall be a fixed lump sum including all staff 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 5.4, the Consultancy Fee may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.5.

6.2 Consultancy Fee

- a) The Consultancy Fee is fixed and is set forth in the SCC. The Consultancy Fee breakdown is provided in Appendix E.
- b) Any change to the Consultancy Fee specified in this Clause can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 2.5 and have amended in writing the Terms of Reference in Appendix A.

6.3 Mode of Billing and Payment

- a) The payments under this Agreement shall be made on time-based manner or in lump-sum instalments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC.
- b) The Board shall pay the Consultant within time period defined in the RFP after the receipt by the Board of the deliverable(s) and the cover invoice for the related lump-sum instalment payment. The payment can be withheld if the Board does not approve the submitted deliverable(s) as satisfactory in which case the Board shall provide comments to the Consultant within the same period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
- c) Deleted
- d) All payments under this Agreement shall be made to the account of the Consultant specified in the SCC.

6.4 DELETED

7. Performance Security Deposit, Liquidated Damages and Penalties

7.1 Performance Security Deposit

7.1.1 The Board shall retain by way of performance security (the “**Performance Security**”), an amount as specified in SCC, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2 herein. The balance remaining out of the Performance Security shall be returned to the Consultant without any interest no later than 60 days after the expiration of this Agreement pursuant to Clause 2.4 hereof.

7.1.2 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Appendix F of this Agreement.

7.1.3

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Board in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum amount as stated in the SCC.

7.2.2 Liquidated damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount as stated in the SCC shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

8. Fairness and good faith

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the 83ecognize83n of the objectives of this Agreement

8.2 Operation of the Agreement

The Parties 83ecognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. Settlement of Disputes

9.1 Amicable Settlement

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

9.2 Dispute Settlement

- a. Any dispute between the Parties as to matters arising pursuant to this Agreement 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 SCC.
- b. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by Arbitration.
- c. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

9.3 Notwithstanding any reference to arbitration herein,

- (E) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

10. Closure of Agreement

10.1 No claim Certificate and Release of Agreement Securities

After mutual reconciliations of outstanding payments and assets on either side, the Consultant shall submit a 'No-claim certificate' to the Board requesting the release of its contractual securities, if any. The Board shall release the contractual securities without any interest if no outstanding obligation, asset or payments are due from the Consultant. The Consultant shall not be entitled to make any claim whatsoever against the Board under or arising out of this Agreement, nor shall the Board enterta in or consider any such claim, if made by the Consultant, after Consultant have signed a "No Claim" Certificate in favour of the Board. The Consultant shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

10.2 Closure of Agreement

The Agreement shall stand closed upon:

- 1) Successful performance of all obligation by both parties, including completion of defect liability obligations and final payment.
- 2) Termination and settlements after that, if any, as per clause 2.7.1 and 2.7.5 above.

SECTION IX: SPECIAL CONDITIONS OF CONSULTANCY AGREEMENT (GCC)

(To be reviewed and updated by Board)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

GCC 1.1 (j)	The Member in Charge is Managing Director, Uttarakhand Investment and Infrastructure Development Board
GCC 1.1 (p)	Place of Service is: Dehradun
GCC 1.6.1	The address of Board is:
	Board : MD, UIIDB
	Address : 4 th Floor, Kapoor Towers, 15 B Rajpur Road, Dehradun
	Telex :9897873287
	E-mail : uiidbuk@gmail.com
	The address of Consultant are:
	Consultant :
	Address :
	Telex :
	E-mail :
GCC 1.6.2	Notice shall be deemed to be effective as follows: (a) in the case of personal delivery or registered mail, on delivery; (b) in the case of e-mail, 24 hours following confirmed transmission;
GCC 1.8	The Authorized Representatives are: For the Board: Akshay Oli
	Telex : 9897873287
	E-mail : uiidbuk@gmail.com
	For the Consultant :
	Telex :
	E-mail :
GCC 1.10	The Authority of Member in Charge is: Managing Director
GCC 2.1	N/A
GCC 2.2	The time period for commencement of Service shall be _____ days [e.g. 10 days or any other appropriate date or such other time period as the parties may agree in writing] Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Board in writing as a written statement signed by each Key Expert.

GCC 2.3	The period for expiry of Agreement shall be
	[Note: Fill in the period for which agreement is executed, e.g., twenty-four (24) months]
GCC 2.7.1	The Board shall give a [30days] written notice to the Consultant for termination of Services
GCC 2.7.3	The Consultant shall be a [30 days] written notice to the Board for termination of Services
GCC 3.4	NA
GCC 3.7	<p>The risks and the coverages shall be:</p> <ul style="list-style-type: none"> • Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultant or their Personnel or their Personnel, for the period of Consultancy; • Third Party liability insurance, with a minimum coverage for Rs. ⁵⁷ for the period of Consultancy; • Board's liability and workers' compensation insurance in respect of the Personnel of the Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; • Professional liability insurance, with a minimum coverage equal to total Consultancy Fee for this consultancy; and • Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Agreement, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services. <p>[Note: Fill in the blanks and delete what is not applicable]</p>
GCC 3.11	The Consultant shall not use these documents for purposes unrelated to this Agreement without the prior written approval of the Board.]
GCC 3.13	Deleted
GCC 5.1	<p>List any assistance to be provided to the Consultant and Personnel by Board:</p> <p>NA</p>

⁵² To be provided by the Board before issue of this RFP.

⁵³ Third Party liability insurance, with a minimum coverage of 10% of the Consultancy Fee per occurrence with a limit of maximum payable for three occurrences at all times.

GCC 6.2	The amount of Consultancy Fee is Rs._____ (in words).																																																																																														
GCC 6.3	<p>Payments shall be made according to the following schedule (indicative only):</p> <p>[For lump-sum contracts: Payment of instalment shall be linked to the deliverables specified in the Terms of Reference in Appendix A.</p> <table><tr><th colspan="6">Phase A</th></tr><tr><th>S. No.</th><th>Deliverable No.</th><th>Deliverable Name</th><th>Scope Clause Reference</th><th>Timeline</th><th>Payment</th></tr><tr><td>1</td><td>A1</td><td>Inception Report</td><td>1.1, 1.2</td><td>T + 3 weeks</td><td>10% of A</td></tr><tr><td>2</td><td>A2</td><td>Demand & Supply Assessment Report</td><td>1.4</td><td>T + 8 weeks</td><td>20% of A</td></tr><tr><td>3</td><td>A3</td><td>Draft Master Plan; Draft Business Case</td><td>1.6, 1.8</td><td>T + 12 weeks</td><td>25% of A</td></tr><tr><td>4</td><td>A4</td><td>Final Master Plan</td><td>1.5, 1.7</td><td>T + 16 weeks</td><td>25% of A</td></tr><tr><td>5</td><td>A5</td><td>Final Business Case and Development Program</td><td>1.8</td><td>T + 16 weeks</td><td>20% of A</td></tr></table> <p>T= Start date of Phase I i.e., date of signing of consultancy agreement T1 = Approval of Final Master Plan by Authority</p> <table><tr><th colspan="6">Phase B</th></tr><tr><th>S. No.</th><th>Deliverable No.</th><th>Deliverable Name</th><th>Scope Clause Reference</th><th>Timeline</th><th>Payment</th></tr><tr><td colspan="6">B1 - Development Management – to be undertaken simultaneously with Phase A</td></tr><tr><td>1</td><td>B1.1</td><td>Tender Documents</td><td>1.10</td><td>T + 12 weeks Simultaneous with A3</td><td>20% of B</td></tr><tr><td>2</td><td>B1.2</td><td>Tender Management 8 equal monthly instalments for assisting in tender process</td><td>1.11</td><td>T+ 12 to T + 44 weeks</td><td>50% of B</td></tr><tr><td colspan="6">B2- Infra Planning and Design – to be undertaken after Master Plan approval</td></tr><tr><td>1</td><td>B2.1</td><td>Draft Integrated Infrastructure Plan</td><td>1.12–1.19</td><td>T1 + 12 weeks</td><td>15% of B</td></tr><tr><td>2</td><td>B2.2</td><td>Final Integrated Infrastructure Plan</td><td>1.20</td><td>T1 + 20 weeks</td><td>15% of B</td></tr></table> <p>Note:</p> <p>Applicants shall quote a lumpsum total fee in Indian Rupees (INR)</p> <p>The total fee shall be split into 2 components.</p> <ul style="list-style-type: none">A – For Phase A; equal to 50% of the total feesB – For Phase B; equal to 50% of the total fees <p>The Authority may, at its discretion, require the Consultant to prepone / postpone individual milestones.</p> <p>The fee quoted shall include all expenses relating to the Assignment including all applicable taxes, cess, duties etc. but excluding GST which shall be payable extra as applicable.</p> <ul style="list-style-type: none">The payment to the Consultant would be made based on the milestones					Phase A						S. No.	Deliverable No.	Deliverable Name	Scope Clause Reference	Timeline	Payment	1	A1	Inception Report	1.1, 1.2	T + 3 weeks	10% of A	2	A2	Demand & Supply Assessment Report	1.4	T + 8 weeks	20% of A	3	A3	Draft Master Plan; Draft Business Case	1.6, 1.8	T + 12 weeks	25% of A	4	A4	Final Master Plan	1.5, 1.7	T + 16 weeks	25% of A	5	A5	Final Business Case and Development Program	1.8	T + 16 weeks	20% of A	Phase B						S. No.	Deliverable No.	Deliverable Name	Scope Clause Reference	Timeline	Payment	B1 - Development Management – to be undertaken simultaneously with Phase A						1	B1.1	Tender Documents	1.10	T + 12 weeks Simultaneous with A3	20% of B	2	B1.2	Tender Management 8 equal monthly instalments for assisting in tender process	1.11	T+ 12 to T + 44 weeks	50% of B	B2- Infra Planning and Design – to be undertaken after Master Plan approval						1	B2.1	Draft Integrated Infrastructure Plan	1.12–1.19	T1 + 12 weeks	15% of B	2	B2.2	Final Integrated Infrastructure Plan	1.20	T1 + 20 weeks	15% of B
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	<p>deliverables identified in this section subject to satisfactory performance of work to be judged by the Authority.</p> <ul style="list-style-type: none"> • The Consultant shall submit to the Authority an invoice for each payment milestone. Further, the Authority shall release the payment within 30 days of receipt of such invoice. • The Authority reserves the right to foreclose consultancy services at any stage and the Consultant shall be required to abide by the same. In such a case, the amount payable to the Consultant shall be equivalent to the applicable fee for completed milestones. • Extension of time, if applicable for any reason, shall be subject to satisfaction and at the sole discretion of the Managing Director
	<p>Total sum of all instalments shall not exceed the Consultancy Fee set out in SCC 6.2.]</p> <p>All payment under this Agreement shall be made to the following account: [Provide details of Consultant's account for depositing the consultancy fee]</p>
GCC 6.3 b	Deleted
GCC 6.4.3	<p>Price adjustment on the remuneration → does not apply</p> <p>[If the Contract is less than 18 months, price adjustment does not apply. A price adjustment provision on the remuneration for foreign and/or local inflation may be included, where the contract has duration of more than 18 months or if the assignment exceeds the original agreement period. The adjustment should be made every 12 months after the date of the contract for remuneration in foreign currency and – except if there is very high inflation in the Board's country, in which case more frequent adjustments should be provided for – at the same intervals for remuneration in local currency. Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Consultant) and remuneration in local currency by using the corresponding index for the Board's country. A sample provision is provided below for guidance:</p>

	<p>Payment for remuneration made in [foreign and/or local] currency shall be adjusted as follows:</p> <p>(1) Remuneration paid in foreign currency on the basis of the rates set forth in Appendix C shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula:</p> $R_f = R_{f0} \times I_f / I_{f0} \text{ or } \{ \text{or } R_f = R_{f0} \times [0.1 + 0.9 I_f / I_{f0}] \}$ <p>where R_f is the adjusted remuneration; R_{f0} is the remuneration payable on the basis of the remuneration rates (Appendix C) in foreign currency; I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and I_{f0} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.</p> <p>The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_f and I_{f0} in the adjustment formula for remuneration paid in foreign currency: [Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency, e.g. "Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics"]</p> <p>[(2) Remuneration paid in local currency pursuant to the rates set forth in Appendices C to E shall be adjusted every [insert number] months (and, for the first time, with effect for the remuneration earned in the [insert number] the calendar month after the date of the Contract) by applying the following formula:</p> $R_l = R_{l0} \times I_l / I_{l0}$ <p>Where, R_l is the adjusted remuneration; R_{l0} is the remuneration payable on the basis of the remuneration rates in local currency; I_l is the official index for salaries in the Board's country for the first month for which the adjustment is to have effect; and I_{l0} is the official index for salaries in the Board's country for the month of the date of the Contract.</p> <p>The Board shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_l and I_{l0} in the adjustment formula for remuneration paid in local currency: [Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency]</p>
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	<p>[(3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor $X0/X$.</p> <p>$X0$ is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract.</p> <p>X is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.]</p>
GCC 6.4.4	Other Items to be covered under remunerations: NA
GCC 6.4.6	NA
GCC 7.1	The Performance Security amount shall be Rs. [____] (Rupees [_____] only).
GCC 7.2	Liquidated damages shall be / 1% / percent of the Consultancy Fee per [week] subject to a maximum of 10% of the Consultancy Fee.
GCC .9.2	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 9.2(c) shall be as follows:⁵⁸</p> <p>1. Contracts with Consultant in India</p> <p>a. In case of Dispute or difference arising between the Board and a Consultant relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Firstly, the parties may invoke conciliation, but in case of disagreement on conciliation they may go for arbitration. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Board and the Consultant. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act 1996.</p> <p>b. If one of the parties fails to appoint its arbitrator in pursuance of sub clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the appointment of the Arbitrator shall be made in accordance with the provisions of the Arbitration and Conciliation</p>

⁵⁴ The RfP document should contain one clause to be retained in the event of a Contract with a foreign Consultant and one clause to be retained in the event of a Contract with a Consultant who is a national of the Board's. At the time of finalizing the Contract, the respective applicable clause should be retained in the Contract

	<p>c. The venue of Arbitration shall be Dehradun and the language of the arbitration proceedings and that of all councils and communications between the parties shall be Hindi or English.</p> <p>d. The decision of the majority of arbitrators shall be final and binding upon parties. The cost and expenses of Arbitration proceedings will be regulated by the G.O. of Uttarakhand. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>e. The provisions of the Arbitration and Conciliation Act of 1996 along with the Rules herewith and any statutory modification or reenactment thereof shall apply to arbitration proceedings.</p>
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SECTION X: APPENDICES

Appendix A: Description of the Services⁵⁹

Appendix C: List of Key Personnel/Staff

Appendix D: Services and Facilities to be provided by the Board

N/A

Appendix E: Breakdown of Consultancy Fee

⁵⁹ In this Appendix, the Authority shall provide detailed descriptions of the Services; dates for completion of various tasks, place of performance for different tasks; specific tasks to be undertaken by the Consultant. The details provided in this Appendix are only for reference and would require to be modified by the Authority based on requirement under the Tender.

APPENDIX F: Form of Bank Guarantee for Performance Security Deposit
(Reference SCC Clause 7 of Agreement)
(PROFORMA OF BANK GUARANTEE)⁶¹

To

_____ [name of Board]
_____ [address of Board]

WHEREAS _____ [name and address of Consultant] (hereafter called the “Consultant”) has undertaken, in pursuance of Letter of Acceptance (LOA) No. _____ Dated _____ for _____ [name of the Services] (hereinafter called the “Services”).

AND WHEREAS the Agreement requires the Consultant to furnish an {Performance Security/ Additional Performance Security} for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Agreement Period} in a sum of Rs. cr. (Rupees crore) (the “Guarantee Amount”⁶²).

AND WHEREAS we, through our branch at (the “Bank”) have agreed to furnish this Bank Guarantee (hereinafter called the “Guarantee”) by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally, irrevocably and on non-transferable basis guarantees the due and faithful performance of the Consultant’s obligations during the {Agreement Period} under and in accordance with the Agreement, and agrees and undertakes to pay to the Board, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Consultant, such sum or sums up to an aggregate sum of the Guarantee Amount as the Board shall claim, without the Board being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Board, under the hand of an officer not below the rank of [_____], that the Consultant has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Board shall be the sole judge as to whether the Consultant is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Consultant is in default shall be final and binding on the Bank, notwithstanding any differences between the Board and the Consultant, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Consultant for any reason whatsoever.

3. In order to give effect to this Guarantee, the Board shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Consultant and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Board to proceed against the Consultant before presenting to the Bank its demand under this Guarantee.

5. The Board shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Consultant contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Board against the Consultant, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Board, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Board of the liberty with reference to the matters aforesaid or by reason of time being given to the Consultant or any other forbearance, indulgence, act or omission on the part of the Board or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

⁶¹ To be issued by a Scheduled Bank in India and from Bengaluru branch only

⁶² Guarantee Amount for Performance Security and Additional Performance Security shall be calculated as per Contract.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Board in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Consultant under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Board on the Bank under this Guarantee all rights of the Board under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Guarantee shall cease to be in force and effect on ****\$. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Board in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Board that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Board pursuant to the provisions of the Agreement.

12. This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

Signed and sealed this day of..... , 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

APPENDIX G: Notification of Award and Letter of Acceptance

To: _____

Sub: Letter of acceptance for contract no: [insert contract number] and contract title: [insert contract title]

Dear Sir/ Madam

This is to notify you that your Proposal dated _____ for execution of the _____ for the Contract Price/Consultancy Fee in the aggregate of _____, as corrected and modified in accordance with the Instructions to Consultants is hereby accepted.

You are requested to (i) furnish the Performance Security of [insert amount of Rupees in words] by [insert date] and (ii) execute necessary agreement within [____] days from the date of issue of this letter in the enclosed agreement form. This notification concludes the legally binding contract between you and [insert name of Board], till issue of a formal contract.

Yours truly,

Authorized Signature: ____

Name and Title of Signatory: ____

Name of Board: _

Attachment: Contract Agreement.

APPENDIX H: Any Modification, Addendum, Pre- Proposal Meeting Proceeding

RfP No.				
Date and time of Pre-bid meeting				
S.No.	Section, Clause No, Page No.	Description as per RFP document	Query raised	Remarks / Clarification/ Modification made

APPENDIX I: Undertaking for Confidentiality

The Consultant thereby undertakes and agrees to keep the documents/ information received by it from the Board for performing the services secret and strictly confidential and shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services except in the following cases where the confidential information:-

- i. is already known to the Consultant as of the date of the disclosure thereof;
- ii. becomes publicly available
- iii. is required to be disclosed under applicable laws and regulations or by Governmental order, legal process;
and
- iv. is acquired from a third party that represents that it has the right to disseminate such information.

This obligation of confidentiality will extend up to a period of [in number (in words) months/years] after expiry or termination of this Agreement.