

**TOWN AND COUNTRY PLANNING DEPARTMENT  
HIMACHAL PRADESH**

**REQUEST FOR PROPOSAL (RFP) FOR CONSULTANCY SERVICES  
FOR PREPARATION OF REGIONAL PLANS FOR SOLAN AND  
LAHAUL & SPITI REGION OF HIMACHAL PRADESH**

**‘Clarifications to the Pre-bid Queries’**

Pursuant to the Pre-bid meeting held on 12.03.2019 at 11:00 AM in the TCP Directorate at Shimla, the detailed clarifications to the queries raised by various Consultants along with the revised Request for Proposal (RFP) is hereby uploaded on the Department's web portal [www.tcp.hp.gov.in](http://www.tcp.hp.gov.in).

The last date for submission of bids is now **10<sup>th</sup> May, 2019 upto 3:00 PM**. For further information and updates, all interested parties are hereby requested to keep abreast with the TCP web portal and may also contact on the following telephone Nos. 0177-2625752 & 2621450.

**Sd/-  
Director  
Town and Country Planning Deptt.  
Himachal Pradesh, Shimla-171009  
Ph: 0177-2622494.**

**TOWN AND COUNTRY PLANNING DEPARTMENT**  
**GOVT. OF HIMACHAL PRADESH**  
**Consultancy Services for preparation of Regional Plan for Solan and Lahaul & Spiti Region in Himachal Pradesh**  
**CLARIFICATIONS TO THE PRE-BID QUERIES**  
**(Pre-bid Meeting held on 12.03.2019)**

Sr. No.	CLAUSE & PAGE NO.	SUBJECT / ISSUE	CONSULTANT REQUEST/ SUGESSTIONS	CLARIFICATION
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<b>I. ALMONDZ GLOBAL SECURITIES LTD.</b>				
1.	Page 1 to 64	<b>Submission of Bids: 23<sup>rd</sup> March, 2019 upto 3.00 PM</b>	We request you to allow us sufficient time of 21 days from the date of Quarries replied & give opportunity to us to participate in the bidding process.	The last date of submission is <b>10<sup>th</sup> May, 2019 upto 3.00 PM.</b>
2	<b>Clause 9.3.1 Technical Eligibility Criteria (2) Page 20 of 64</b>	The applicant firm must have following full time qualified planning staff on its rolls: a. One or more qualified Planner with Masters in Urban and Regional Planning or its equivalent with minimum 15 years of professional experience in the field b. One or more qualified Planners with Masters in Urban & Regional Planning or its equivalent and having professional experience in the field in respect of hill areas. c. One of the staff should be a GIS expert.	We request you to amend and accept it as: The applicant firm must have following full time qualified planning staff on its rolls: a. One or more qualified Planner with Masters in Urban and Regional Planning or its equivalent with minimum 10 years of professional experience in the field. b. One or more qualified Planners with Masters in Urban & Regional Planning or its equivalent and having professional experience in the field in respect of hill areas. c. One of the staff should be a GIS expert.	No change.
3	<b>Clause 9.3.1 Technical Eligibility Criteria (3) Page 20 of 64</b>	The applicant firm must have got completed and approved/notified 'Similar Assignments' i.e. at least two (2) Regional Plans or five (5) Development Plans/Master Plans/Spatial Plans for New Towns and Industrial Townships/CDPs under NNURM/Smart City Proposals in last ten (10) years under statutory provisions of Central Government or any State Government in India.	We request you to amend and accept it as: The applicant firm must have got completed and approved/notified and ongoing 'Similar Assignments' i.e. at least two (2) Regional Plans or five (5) Development Plans/Master Plans/Spatial Plans for New Towns and Industrial Townships/CDPs under JNNURM/Smart City Proposals/implementation of Smart City as PMC in last ten (10) years under statutory provisions of Central Government or any State Government in India. PMC for Smart City includes Feasibility study	The Clause 9.3.1 Technical Eligibility Criteria is amended as follows: 'Similar Assignments' i.e. at least two (2) Regional Plans or five (5) Development Plans/Master Plans/Spatial Plans for New Towns and Industrial Townships/Smart City Proposals for Towns/Cities having area not less than 50 Sq. kms and population not less than 2.0 Lakhs in last ten (10) years under

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					of projects identified in smart city proposal, concept plan, Detail design, and transaction advisory of selected projects.	statutory provisions of Central Government or any State Government in India.			
4	Clause 9.3.1 Technical Eligibility Criteria (4) Page 20 of 64	Technical Eligibility Criteria (4) Page 20 of 64 The applicant firm should have executed the above mentioned projects by using GIS technology.			We request you to amend and accept it as: The applicant firm should have executed projects by using GIS technology.	No change.			
5.	Clause 9.5.2 Similar Assignments Note Page 21 of 64	Illustrative list of “Similar Assignments” completed and approved/notified: <ul style="list-style-type: none"><li>Formulation of Regional Plan for a region/sub-region.</li><li>Formulation of Master/Development Plan.</li><li>Spatial Planning for New Town/ Industrial Townships.</li><li>City Development Plan under JNNURM.</li><li>Preparation of Smart City Proposals/Plans.</li></ul>			We request you to accept it as: Illustrative list of “Similar Assignments” completed and approved/notified: <ul style="list-style-type: none"><li>Formulation of Regional Plan for a region/sub-region.</li><li>Formulation of Master/Development Plan.</li><li>Spatial Planning for New Town/ Industrial Townships.</li><li>City Development Plan under JNNURM.</li><li>Preparation of Smart City Proposals/Plans/ implementation of Smart City as PMC</li></ul>	The Clause is amended as follows: Illustrative list of “Similar Assignments” completed and approved/notified: <ul style="list-style-type: none"><li>Formulation of Regional Plan for a region/sub-region.</li><li>Formulation of Master/Development Plan.</li><li>Spatial Planning for New Town/ Industrial Townships.</li><li>Preparation of Smart City Proposals/Plans.</li></ul>			
6.	Clause 4.4 KEY PROFESSIONALS	Team Leader / Project Coordinator	Masters in Urban/ Town & Country Planning	<ul style="list-style-type: none"><li>At least 15 years’ of professional experience in the field of Urban and Regional Planning with knowledge of GIS.</li><li>Team leader for minimum 2 Similar assignments.</li></ul>	We request you to amend and accept it as: <table><tr><td>Team Leader / Project Coordinat or</td><td>Masters in Urban/ Town &amp; Country Planning</td><td><ul style="list-style-type: none"><li>At least 10 years of professional experience in the field of Urban and Regional Planning with knowledge of GIS.</li><li>Team leader for minimum 2 Similar assignments.</li></ul></td></tr></table>	Team Leader / Project Coordinat or	Masters in Urban/ Town & Country Planning	<ul style="list-style-type: none"><li>At least 10 years of professional experience in the field of Urban and Regional Planning with knowledge of GIS.</li><li>Team leader for minimum 2 Similar assignments.</li></ul>	No change.
Team Leader / Project Coordinat or	Masters in Urban/ Town & Country Planning	<ul style="list-style-type: none"><li>At least 10 years of professional experience in the field of Urban and Regional Planning with knowledge of GIS.</li><li>Team leader for minimum 2 Similar assignments.</li></ul>							
II. M/s. CITYYANO DE SOLUTIONS PVT.LTD., New Delhi									
7.	9.3.1 Technical Eligibility Criteria(1) Page No. - 20	The applicant firm can be a Public Sector undertakings / Autonomous bodies/ Organizations and Consulting firms/Consortium as prescribed under Indian Government laws.			We request the authority to specify the maximum number of firms allowed in consortium. If Any.	Maximum number of firms allowed in consortium shall be two only.			

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8.	<b>Technical Proposal – Standard Forms</b> Page No. – 30	Note: Only those firms should apply who have not less than 10 years’ experience in the relevant field. For consortium, all firms must conform to this criterion.	We request the authority to consider 10 year experience of lead only.	No change.
<b>III. Feedback Infra Pvt. Ltd., Gurugram</b>				
9.	<b>Section 2, Clause 1.3.1 (Page No.6)</b>	<b>Preparation of Regional Plan:</b> Formulation of Regional Plan under the provisions of the Himachal Pradesh Town & Country Planning Act, 1977 for <b>Solan and Lahaul &amp; Spiti Region</b> as defined at 1.2 above. The said Plan includes demand assessment, identification of issues, projected requirements, development strategy and draft proposals on the GIS base map and sector-wise data analysis, to be done by the Consultant. The deliverables shall be in the form of base map, thematic maps specified, data analysis reports, draft plan document, etc. Besides the URDPFI Guidelines, 2014 issued by the Ministry of Urban Development, Govt. of India as well as the Himachal Pradesh Town & Country Planning Act, 1977 plus the Himachal Pradesh Town & Country Planning Rules, 2014 may also be referred.	We request you to indicate (mention) the year of draft base map to be shared with consultants for <b>Solan</b> , in the RFP.	The selected consultant will have to procure the base imagery for both Solan and Lahaul & Spiti Region from NRSC Hyderabad. The clause 1.3.1 has been amended accordingly in the Revised RFP uploaded along with these clarifications.
10.	<b>Section 2, Clause 1.3.2 (Page No. 6 &amp; 7)</b>	<b>Spatial Attribute Collection &amp; Vetting of Base Maps:</b> The Director will make available the draft base map of Solan obtained from AGiSAC Aryabhata Geo Informatics Space Application Centre), Department of Environment, Science & Technology, Himachal Pradesh, Shimla. For Lahaul & Spiti Region the Consultant shall procure the GIS base Imagery from NRSC,	In accordance to the URDPFI guidelines, we suggest to replace the paragraph as mentioned hereunder: (a) <b>Preparation and Vetting of Base Map:</b> The Director will make available the draft base map of Solan obtained from AGiSAC Aryabhata Geo Informatics Space Application Centre), Department of Environment, Science & Technology,	Clause 1.3.2 is hereby amended as follows: <b>‘1.3.2. Preparation of Base Map, ELU Maps &amp; Vetting’</b> The Consultant shall procure the GIS base Imageries for both Solan and Lahaul & Spiti Regions from NRSC, Hyderabad and prepare the Draft base map. The Consultant

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		Hyderabad and prepare the Draft base map. <i>The Consultant shall be required to make value addition to the base maps by collecting spatial attributes as per the land use classification for Regional Planning as defined in URDPFI Guideline, 2014. The Consultant shall incorporate the attributes collected on GIS database into draft base map and generate draft final base map.</i> The Director, Town and Country Planning Department will vet the draft final base map, after which the final base maps will be generated which will be used as an input for plan formulation.	<p>Himachal Pradesh, Shimla. For Lahaul &amp; Spiti Region the Consultant shall procure the GIS base Imagery from NRSC, Hyderabad and prepare the Draft base map. The Consultant shall prepare draft final base maps by collecting attribute data of spatial layers as administrative boundaries, forest boundaries, settlement and village locations/ names and city/towns boundaries, cadastral data with attributes as per URDPFI guidelines 2014.</p> <p>(b) <b>Preparation of ELU Map</b>  The Consultants shall prepare draft ELU map by incorporating the land use features from satellite, revenue records, approved layouts and is taken for ground verification. Once ground verification is over and incorporated in the existing digitized land use map, final land use map is produced and used as an input for plan formulation.</p>	<p>shall prepare draft final base maps by collecting attribute data of spatial layers as administrative boundaries, forest boundaries, settlement and village locations/ names and city/towns boundaries, cadastral data with attributes as per URDPFI guidelines 2014.</p> <p>The Consultants shall prepare draft ELU map by incorporating the land use features from satellite, revenue records, approved layouts and ground verification of same shall be done. Once ground verification is over and incorporated in the existing digitized land use map, final land use map so produced shall be vetted by the Department and same shall be used as an input for plan formulation.'</p>
11.	<b>Section 2, Clause 2.1, Sub-Clause (v), (Page No. 7)</b>	<p>The relevant provisions for preparation of Regional Plan are given at section 8 of the Himachal Pradesh Town &amp; Country Planning Act, 1977. The <b>Broad Scope</b> of work shall be as hereunder:-</p> <p>(v) obtain from any department of Government and any local authority such maps, survey reports and land records as may be necessary for the purpose.</p>	In view of timely completion of the project, <i>T&amp;CP Department should provide cadastral maps and land record data since consultants will face several challenges if directly try to procure these details from concerned departments.</i>	Department will assist in procurement of such maps, survey reports and land records as may be necessary for the purpose of plan formulation.

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12.	Section 2, Clause 2.2.1, Sub Clause (7),(Page No. 9)	Undertaking relevant studies, surveys and analysis for preparing the Regional Plan. For this purpose the sample size of around 5% of households may be adopted.	We understand that 5% sample size for household survey may not require for both the Region. Sample size should be in accordance with URDPFI guidelines. We suggest to replace the paragraph with following: <i>"Undertaking relevant studies, surveys and analysis for preparing the Regional Plan. For this purpose, the sample size of households may be adopted as per the URDPFI guidelines".</i>	No change.
13.	Section 2, Clause 3, Sub-Clause (ii), (Page No. 11 & 12)	<b>Deliverables and Time/Payment Schedule</b> <i>ii) Spatial attribute collection and vetting of Base Map</i>	As requested above at Sl. No. 2, following replacement should also envisaged in the deliverables: <i>ii) Preparation of Base Map, ELU Maps &amp; Vetting</i>	Agreed. Sub-clause(ii) of Clause 3, Deliverable and Time/payment Schedule of Section-2 of the RFP document is hereby amended as follows <i>'ii) Preparation of Base Map, ELU Maps &amp; Vetting'</i>
14.	Section 3, Clause 2.7, (Page No. 17)	<b>Final Evaluation:</b> The proposals for each Cluster shall be ranked according to their combined Technical Scoring (TS) and Financial Scoring (FS) scoring with 70:30 Weightage as under. <ul style="list-style-type: none"> <li>Technical Proposal Weightage : 70%</li> <li>Financial Proposal Weightage : 30%</li> </ul> <b>Final Combined Score = TS x 0.7+ FS x 0.3</b>	To enhance project specific competition, we suggest to consider QCBS (80:20) for tender evaluation, i.e; <ul style="list-style-type: none"> <li>Technical Proposal Weightage : 80%</li> <li>Financial Proposal Weightage : 20%</li> </ul> <b>Final Combined Score = TS x 0.8+ FS x 0.2</b>	Agreed. The Final evaluation shall be on 80:20 bases. Accordingly, the clause has been amended in the Revised RFP uploaded along with these clarifications.
15.	Section 3, Clause 2.10, (Page No.17)	The Technical Proposal should be accompanied with an <b>Earnest Money Deposit</b> (refundable for all non-successful bidders) of <b>Rs. 2,00,000/- (Rs. Two lac only) in the form of demand draft</b> drawn in favour of Director, Town & Country Planning Department, Government of Himachal Pradesh, payable at Shimla.	We request you to consider Earnest Money Deposit in <i>Bank Guarantee (BG) form and share an acceptable format of Bank Guarantee for submitting Earnest Money Deposit (EMD).</i>	No change. As per HPFR 2009, EMD can only be in shape of Demand Draft.
16.	Section 3, Clause 2.14, (Page No.18)	Proposals must be submitted not later than the following date and time: Date: <b>23.03.2019, Time: upto 3.00 P.M.</b>	We request you to extend tender submission deadline for a period of <i>21 days from the date of issuing /publishing pre bid clarification/minutes of</i>	Refer Sr. No. 1 above.



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			<i>pre bid meeting.</i>	
17.	<b>Section 3, Clause 9.9, (Page No. 22)</b>	The minimum required experience of proposed key professional staff is: 1) Team Leader/Project Coordinator: Masters in Urban/ Town & Country Planning/ Urban and Regional Planning	We request you to consider team leader/ project coordinator having following educational qualification also: 1) <i>Team Leader/Project Coordinator: Masters in Urban/ Town &amp; Country Planning/ Urban and Regional Planning/Urban Design</i>	No change.
18.	<b>Section 6, Clause 5.2, (Page No. 54)</b>	<b>Change in the Applicable Law:</b> If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of services rendered by the Consultants, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly and corresponding adjustments shall be made to the ceiling amounts referred to in Clause 6.2.	As per generally accepted best principal for consultancy contracts, We suggest that <i>any change in applicable laws or any change in interpretation or application of any law that occurs in the course of performance of the Contract, which directly or indirectly increases liability of the Consultant in performance of this Contract, an equitable adjustment of the Contract value shall be made to take into account any such change by addition to the Contract value.</i>	No change.
19.	<b>Section 6, Clause 7.2, (Page No. 55)</b>	<b>Dispute Settlement:</b> Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.	As per generally accepted best principal for consultancy contracts, we suggest that <i>the arbitration proceedings should be conducted by a panel of 3 arbitrators where each Party appoints one arbitrator and the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator.</i>	No change.
20.	<b>Section-6, Additional Clause</b>	<b>Maximum Liability &amp; Indemnity of Consultant</b>	As per generally accepted best principal for consultancy contracts the maximum liability & indemnity of appointed consultant should be capped upto the consultancy fee. We suggest to incorporate the following clause in the draft contract: <i>"Notwithstanding anything contained in the agreement or elsewhere in connection with</i>	Please refer clarification at Sr. No. 73 of these clarifications.

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			<i>rendering of services on the Project, the maximum aggregate liability of the Consultant pursuant to any covenant and/or any indemnities under no circumstances shall exceed the amount of the fees received by the Consultant as on the date of raising of claim by the Client."</i>	
<b>IV. Institute for Spatial Planning and Environment Research, India, Panchkula</b>				
21.	As per SECTION 3.	As per SECTION 3. (INFORMATION TO CONSULTANTS)	Clause no. 2.10 says Earnest Money Deposit (EMD) is Rs.2,00,000. Kindly reduce this amount.	No change.
22.	As per SECTION 3. Clause No.13	As per SECTION 3. Clause No.13 ( <u>Other conditions of payment</u> )	Point. no IV, Performance guarantee for 10%. Kindly reduce this to 5%	No change.
23.	As per SECTION 3. Clause No.9.3.2	As per SECTION 3. Clause No.9.3.2 ( <u>Financial Eligibility Criteria</u> )	Point 1 (The applicant firm shall have Average Annual Turnover of at least Rs. 7.5 Crores). Kindly reduce this.	No change.
24.	As per SECTION 3. Clause No. 9.5.2	As per SECTION 3. Clause No. 9.5.2 ( <u>Evaluation of Technical Proposals</u> ).	We request you to delete the SR.NO 1 Criteria as it suggests that if any consultant has to submit the Proposal in a joint venture the consortium lead should have the annual turnover of Rs 7.5 Cr. We suggest while submitting a proposal in a consortium annual turnover of both the partners should be considered to meet this condition.	Yes for JV/Consortium Annual Turnover of both the partners should be considered to meet this condition.
<b>V. Sai Engineering Consulting Pvt. Ltd., Ahmedabad</b>				
25.	1.3.2	(Spatial Attribute Collection & Vetting of Base Maps), Terms of Reference, Page no. 6 of 64 of RFP document	<b>For Lahaul &amp; Spiti region the consultant should procure the GIS base imagery from NRSC, Hyderabad:</b> Kindly specify the resolution of the imagery to be procured by the consultant from NRSC, Hyderabad. However, if consultant is procuring the imagery, it is very time consuming. Hence, it is advisable to procure the imagery by the department and make available to the consultant.	The selected consultant/bidder shall procure the imagery for both Solan and Lahaul & Spiti Region from NRSC Hyderabad. The Department will assist in procurement of same. Necessary amendments have been made in this clause in the Revised RFP uploaded along with these clarifications.
26.	1.3.3	(Regional Data Base Creation), Terms of	<b>Primary Surveys:</b>	1) Traffic and Transportation



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		Reference, Page no. 7 of 64 of RFP document	<ol style="list-style-type: none"> <li>1. Kindly mention the details of Traffic &amp; Transportation surveys to be carried out by the consultant along with the quantity of each t &amp; t surveys.</li> <li>2. Tourism surveys are considered as identification of the tourist sites and number of tourists visiting the site which should be based on secondary data collection from the respective departments.</li> </ol>	<p>Survey</p> <ol style="list-style-type: none"> <li>a. Traffic Volume Count at Major Intersections</li> <li>b. Outer-Cordon Origin-Destination Survey</li> <li>c. Public Transport Terminal Surveys - Origin Destination Survey and Occupancy Survey</li> <li>d. Road inventory Survey of Strategic Road Networks</li> <li>f. Goods Terminal Survey</li> </ol> <p>The list of surveys will be finalized in consultation with TCP Department, Transport Department and other line Departments of the State Government.</p> <p>2. Apart from the Secondary data available, fresh Tourism surveys are also to be conducted.</p>
27.	Sr. no. 12 of 2.2.1	Other imperatives, Page 10 of 64 of RFP document.	It is understood that the entire work will be carried out by the consultant from their home office and provide only one duly authorised representative at Divisional Town Planning office (Kullu and / or Solan) for liaison with department and other government departments as well as to attend the regular / unscheduled meetings. Along with this, consultant do not have to establish any office on their own and use the office space provided by the department. Kindly clarify the same.	The Department will provide office space of 10' x 12' (approx.) to the Consultant in its own office premises. However, if the Consultant desires so they may establish an office of their own in proximity to the TCP Office at Solan and Kullu. The entire team should be available for all regular/unscheduled meetings of the Department during the concurrency of the assignment.
28.	4	(Support by consultant after submission of Regional Plan to the State Government), Page 14 of 64 of the RFP document	The Complete team proposed for the assignment should be available throughout the concurrency of the support period. However,	Yes, the entire team should remain at their home office during the concurrency of the support period

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			the services of the proposed key professionals will be required as and when intimated by the department during support period. It is understood that the entire team should remain at their home office only and visit / support the department as and when required by the department with prior intimation. Kindly clarify the same.	and only visit / support the Department as and when required with prior intimation by the Department.
29.	-	-	How many number of Consortium/Joint Venture will be allowed in this proposal?	Maximum two (2) numbers of firms/partners will be allowed in a Consortium/Joint Venture.
30.	-	-	Kindly give the RFP Reference No. and date of this proposal.	The RFP reference is: No.HIM/TP/PJT/RP-I&S/2018 Dated 2.3.2019.
31.	Page No. 20 and 21 9.3.2	Financial Eligibility Criteria, Point No. (1) and 9.5.2 Sr. No. 1	The applicant firm shall have Average Annual Turnover of at least Rs. 7.5 Crores through Professional fees during the last five (5) financial years (Financial Year 2013-14, 2014-15, 2015-16, 2016-17 and 2017-18). Looking to the importance of project and to justify scope of work, need technically sound and financially capable consultant. Hence reason to consider minimum INR 50 Crore and marks to allocate accordingly.	No change.
32.	Page No. 21 9.3.2	Financial Eligibility Criteria, Point No. 2 (b)	Experience and capabilities of the consulting firm Total experience in consultancy-5 (1 mark per 2 years' experience) Relevant project experience of the consulting firm in Hill Areas-5 (1 marks per project of 'Similar Assignments' in Hill Area) Since only few similar assignments done in hilly regions, request to consider infrastructure projects in hilly regions and marking allocation accordingly.	No change.

## VI. CRISIL Risk & Infrastructure Solutions Limited

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33.	Section 2: Clause 2.3 (page 11)	<p>Scope of work.</p> <p>The Director will provide the draft base map of Solan Region on 1:25,000 scale.</p>	We understand that the draft base map of Solan will be made available by the Director (TCPO, HP). Please clarify if the base map provided will be in the form of hard copy or GIS format? Also clarify whether the respective satellite imagery will be provided along with the base map.	Please refer clarification at Sr. No. 10 above.
34.	Section 2: Clause 2.3 (page 11)	<p>Scope of work.</p> <p>Please specify the resolution of the GIS imagery to be procured for Lahaul and Spiti region.</p>	For Lahaul & Spiti Region the Consultant shall procure the GIS base Imagery from NRSC, Hyderabad and prepare the Draft base map.	For the assignment latest Cartosat 2S, Orthokit, cloud free imagery of 1 mts or less resolution shall be procured by the Consultant.
35.	Section 3: Clause 9.3.1 (4) (page 20)	<p>Technical Eligibility Criteria</p> <p>The applicant firm should have executed the above mentioned projects by using GIS technology.</p>	<p>We believe that not all the mentioned projects in point (3) need GIS, example CDPs and Smart City Proposals.</p> <p>Request you to please modify the clause, and have a separate criteria for GIS based planning.</p>	This clause has been amended in the Revised RFP uploaded along with these clarifications.
36.	Section 3: Clause 9.3.2 (1) (page 20)	<p>Financial Eligibility Criteria</p> <p>The applicant firm shall have <b>Average Annual Turnover of at least Rs. 7.5 Crores</b> through Professional fees during the last five (5) financial years (Financial Year 2013-14, 2014-15, 2015-16, 2016-17 and 2017-18).</p>	For given scale and significance of work the financial competency of the firms/consultants should be more, we therefore request to increase financial eligibility criteria for average annual turnover to atleast 25 Cr.	No change.

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37.	Section 3: Clause 9.5.2 (2 b)	<p>Evaluation of Technical Projects</p> <p>Relevant project experience of the consulting firm in Hill Areas - 5 (1 marks per project of 'Similar Assignments' in Hill Area)</p> <ul style="list-style-type: none"> <li>▪ Technical Proposal Weightage : 70%</li> <li>▪ Financial Proposal Weightage : 30%</li> </ul>	<p>As such terrain is limited to certain part of India; and also considering that there are limited number of projects of this scale are done in India, we therefore request you to reduce the desired number of projects done in hill areas.</p> <p>The project (scope of work and challenging context) requires quality technical competency. We request you to kindly give more Weightage to technical expertise, and change evaluation criteria from:</p> <ul style="list-style-type: none"> <li>▪ Technical Proposal Weightage : 70%</li> <li>▪ Financial Proposal Weightage : 30%</li> </ul> <p>To</p> <ul style="list-style-type: none"> <li>▪ Technical Proposal Weightage : 80%</li> <li>▪ Financial Proposal Weightage : 20%</li> </ul>	Please refer Sr. No. 14 above.
38.	Section 3: Clause 2.7 (page no. 17)	<p>Method of selection</p> <p>Proposals must be submitted not later than the following date and time: Date: <b>23.03.2019, Time: upto 3.00 P.M.</b></p>	<p>Considering the challenging context, project area (15769 sq.km) and the requirement of the proposal, we request to extend the time for submission of Bid proposal.</p> <p>Kindly give atleast three weeks' time after the release of pre-bid responses from your end.</p>	Please refer Sr. No. 1 above.
39.	Section 6: Standard Form of Contract, Clause 2.6.3 (page 52)	<p>Payment upon Termination</p> <p>Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultants.</p>	<p>We request the client to add the below provision to the existing clause:</p> <p>Work already undertaken and expenses incurred by the Consultant for meeting the next milestone/ deliverable upto the date of effective termination.</p>	No change.
40.	Section 6: Standard Form of Contract, Clause 3.3 (page 53)	<p>The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the</p>	<p>We request the client to add the below statement to the mentioned clause "<i>provided that this clause shall not apply to any information (a) which forms part of the public domain; or (b) which is received from a third party; or (c) which is independently developed; or (d) which is required to</i></p>	No change.

Sr. No.	CLAUSE & PAGE NO.	SUBJECT / ISSUE	CONSULTANT REQUEST/ SUGESSTIONS	CLARIFICATION
		Services, this Contract, or the Client's business or operations without the prior written consent of the Client	<i>be submitted to any regulatory, statutory or governmental authority".</i>	
41.	<b>Section 6: Standard Form of Contract, Clause 7.2 (page no 56)</b>	<b>Dispute settlement</b> Any Dispute or differences whatsoever arising between the parties out of or relating to the implementation , meaning and operation or effect of this agreement or its execution or the breach thereof shall be settled by arbitration in Shimla. The parties agree that the sole arbitrator shall be appointed by the Secretary, (TCP), to the Government of Himachal Pradesh.	We request the client to please modify the clause such that it allows for providing a sole arbitrator appointed mutually by the parties in accordance with the Arbitration and Conciliation Act, 1996 or should be subject to the jurisdiction of the courts of Mumbai, India.	No change.
42.	<b>Section 6: Standard Form of Contract, Clause 7.2 (page no 56)</b>	<b>Dispute settlement</b> Any Dispute or differences whatsoever arising between the parties out of or relating to the implementation , meaning and operation or effect of this agreement or its execution or the breach thereof shall be settled by arbitration in Shimla. The parties agree that the sole arbitrator shall be appointed by the Secretary, (TCP), to the Government of Himachal Pradesh.	We request the client to please modify the clause such that it allows for providing a sole arbitrator appointed mutually by the parties in accordance with the Arbitration and Conciliation Act, 1996 or should be subject to the jurisdiction of the courts of Mumbai, India.	No change.
<b>VII. Louis Berger Consulting Pvt. Ltd., New Delhi</b>				
43.	<b>Clause 1.3.2 Spatial Attribute Collection &amp; Vetting of Base Maps (Page-6)</b>	<b>Spatial Attribute Collection &amp; Vetting of Base Maps:</b> The Director will make available the draft base map of Solan obtained from AGiSAC Aryabhata Geo Informatics Space Application Centre), Department of Environment, Science & Technology, Himachal Pradesh, Shimla.	We would request you kindly provide following details of Solan draft base map: A. The resolution of the satellite data on which draft base map is prepared by AGiSAC B. The vintage of satellite data	The base map for both the regions shall be prepared by the selected Consultants and latest imagery for same shall be procured from NRSC Hyderabad by the Consultant.

Sr. No.	CLAUSE & PAGE NO.	SUBJECT / ISSUE	CONSULTANT REQUEST/ SUGESSTIONS	CLARIFICATION
44.	<b>Clause 1.3.2 Spatial Attribute Collection &amp; Vetting of Base Maps</b>	<b>Spatial Attribute Collection &amp; Vetting of Base Maps:</b> For Lahaul & Spiti Region the Consultant shall procure the GIS base Imagery from NRSC, Hyderabad and prepare the Draft base map.	<ol style="list-style-type: none"> <li>1. We would request you kindly specify the resolution, vintage and type (Indian or foreign satellite) of satellite image to be procured by the consultant for preparation of base map for <b>Lahual Spiti Region</b></li> <li>2. Kindly also provide geographical expansion (Latitudinal and longitudinal) of area for procurement of Satellite image</li> <li>3. We presume that client will facilitate to procure satellite data from NRSC.</li> </ol>	Please refer clarification at Sr. No. 10 and 34 above.
45.	<b>Clause 3. Deliverables and Time and Payment Schedule (page-12)</b>	<b>Deliverables and Time and Payment Schedule</b>	We presume that time for procurement of satellite image for Lahaul Spiti Region will not be counted by the client. Kindly confirm We presume that preparation of base map for Lahaul Spiti region will take atleast 4-5 months because of tough terrain.	Please refer sub-clause 1 of clause 3.1 of section 2 of the Revised RFP document uploaded along with these clarifications.
46.	<b>Support by Consultant after submission of Regional Plan to the State Government (Page-14)</b>	<b>Support by Consultant after submission of Regional Plan to the State Government</b>	<ul style="list-style-type: none"> <li>• We would request you kindly provide man power required during support period.</li> <li>• We also presume that it would be intermittent input and client will inform 15 days prior to the visit.</li> </ul> Please confirm	Please refer Sr. No. 28 above.
47.	<b>General</b>	<b>General</b>	We are of the opinion that consultant will only facilitate / assist client to get the necessary administrative and technical sanctions from respective authorized agencies. Kindly confirm	Yes, the consultant will be required to assist and facilitate the Client Department in getting necessary Administrative and sanction from the State Government.
48.	Details on Man Months	Details on Man Months	Please provide the man months/manning schedule for each expert. This will enable all the firms to bid on a specific number of man-months. The final man-months can be negotiated with the preferred bidder before contract signing.	Consultants can provided the details of proposed Man months/manning schedule for the assignments.



Sr. No.	CLAUSE & PAGE NO.	SUBJECT / ISSUE	CONSULTANT REQUEST/ SUGESSTIONS	CLARIFICATION
49.	9.3.2 Financial Eligibility Criteria	<b>Financial Eligibility Criteria</b> 1) The applicant firm shall have <b>Average Annual Turnover of at least Rs. 7.5 Crores</b> through Professional fees during the last five (5) financial years (Financial Year 2013-14, 2014-15, 2015-16, 2016-17 and 2017-18). 2) Applicant should have a <b>Net worth of Rs. 5.0 Crores</b> as on 31st March 2018. 3)	For a high-level work like this we suggest that the applicant should have a <b>Net worth of Rs. 10 Crores</b> or more as on 31st March 2018 and the applicant shall have average annual Turnover of at least <b>Rs 30 Crores</b> through Professional fees during the last three financial years (Financial Year 2015-16, 2016-17, and 2017-18).	No change.
50.	9.3 Minimum Eligibility Criteria 9.3.1	<b>Technical Eligibility Criteria</b> (4) The applicant firm should have executed the above-mentioned projects by using GIS technology.	We have extensive experience in the field of Urban and Regional Planning across the globe (developed, developing and under developed countries). We presume that client will accept international experience and give more weightage.  We use latest technologies and tools for mapping such as GIS, latest high-resolution satellite imagery, drone data, aerial survey, 3D mapping, LiDAR survey etc. We would request you kindly also consider urban and regional planning project based on state-of-the-art technology.	Please refer the clarification at Sr. No. 3 above.
51.	Clause 9.5 Evaluation of Technical Proposals	<b>Clause 9.5 Evaluation of Technical Proposals</b>	We presume that client will consider international experience of the international organization operating in India. Please consider.	Please refer the clarification at Sr. No. 3 above. International Experience (Govt. projects only) in Similar Assignments shall be considered.
52.	2. Scope of Work	<b>2. Scope of Work</b>	We presume that for superimposition of Khasras (Revenue Maps) on base map, the georeferenced revenue cadastral maps will be provided to the <b>selected consultant free of cost by the client for Solan and Lahaul Spiti Regional Plans.</b> Please confirm	The Department will assist in procurement of Revenue Maps as available with the Revenue Department. However, cost towards procurement, if any, shall be borne by the Consultant.

Sr. No.	CLAUSE & PAGE NO.	SUBJECT / ISSUE	CONSULTANT REQUEST/ SUGESSTIONS	CLARIFICATION
53.	2.10 The Technical Proposal should be accompanied with an Earnest Money Deposit (.	<b>The Technical Proposal should be accompanied with an Earnest Money Deposit</b> (refundable for all non-successful bidders) of Rs. 2,00,000/- (Rs. Two lac only) in the form of demand draft drawn in favour of Director, Town & Country Planning Department, Government of Himachal Pradesh, payable at Shimla. Page-17	We would request you kindly also consider EMD in the form of Bank Guarantee. Please Allow.	No change.
54.	Clause 2.2.1	<b>Other Imperatives:</b> 5. Conducting various surveys & studies for residential, commercial, industrial, traffic and transportation, open & green land use for the year 2041 A.D. Besides, the floating traffic surveys but not limited to surveys such as, road network inventory survey, traffic volume count at major nodes, outer cordon Origin-Destination Surveys, opinion surveys, bus terminal OD interview surveys, on street/off street parking surveys etc. Page-9	We would request you kindly provide following details: <ol style="list-style-type: none"> <li>1. Tentative numbers of cordon points for traffic and transportation surveys</li> <li>2. Details of traffic surveys and road inventory</li> <li>3. Percentage of area to be surveyed for ground verification</li> </ol>	The requisite details have been provided in the revised RFP uploaded along with these clarifications. Also please refer clarification at Sr. No. 26 above.
55.	Clause 2.2.1	<b>Other Imperatives:</b> 7. Undertaking relevant studies, surveys and analysis for preparing the Regional Plan. For this purpose the sample size of around 5% of households may be adopted. Page-9.	We presume that 5 percent household survey will be conducted only in urban areas of the region. Please confirm.	The house hold survey sample of 5% will be carried out in Urban as well as Rural Areas of the Region.
56.	Clause 2.2.1 Other Imperatives	<b>Other Imperatives:</b> 12 Department will provide office space of 10' x 12' (approx.) to the Consultant in its own office premises. Page-10	We presume that the client will provide office space along with water and electricity to selected consultant free of cost. Please confirm	Yes, the Department will provide office space of 10' x 12' (approx.) to the Consultant in its own office premises at Solan and Kullu. However, if the Consultant desires so, they may establish an office of their own in proximity to the TCP Office at Solan and Kullu at their own cost.

Sr. No.	CLAUSE & PAGE NO.	SUBJECT / ISSUE	CONSULTANT REQUEST/ SUGESSTIONS	CLARIFICATION
57.	Clause 2.11	<b>Refund/ Adjustment of Earnest Money</b> Earnest money of the successful bidder(s) shall be refunded with the final payment to the Consultant. Page-17	We presume that client will return EMD of successful consultant after receiving Performance Guarantee in the form of Bank Guarantee as mentioned on Page no. 25 clause 13 (iv) of the RFP. Please clarify.	No change.
58.	9.9	The minimum required experience of proposed key professional staff is: (Page-22)	We would request you kindly also consider master's plan in Urban/Town Country Planning/ Urban and Regional Planning and equivalent (as per norms of Institute of town planners (India) ITPI for team leader/ Project Coordinator, Urban Planner/Physical Planning Expert. Please consider.	No change.
<b>VIII. Yashi Consulting Services Private Limited, Jaipur</b>				
59.	9.3.2 Financial Eligibility Criteria	The Applicant shall have average annual turnover of at least Rs. 7.5 crore through professional fees during last three financial years 2015-16, 2016-17 and 2017-18	The Applicant shall have average annual turnover of at least Rs. 5.0 crore through professional fees during last three financial years 2015-16, 2016-17 and 2017-18. The Planning area of both the region is 1936 sqkm. of Solan and Lahul Spiti Region. The population of Lahul Spiti region is only 31528 therefore, to have more compaction through vide participation turnover may be kept age Rs. 5.0 crore only.	No change.
60.	9.5.2 The Evaluation Criteria	(a) Similar assignment completed and approved/implemented Development Plans/ Master Plan/CPDs under JNNURM( 5 of 4 Marks each)	(b) Similar assignment completed and approved/implemented Development Plans/ Master Plan/CPDs /Slum free City Plan of action under JNNURM ( 5 of 4 Marks each) Slum fee City Plan of action is also part of Planning in which maps and Plans of Slum areas are prepared on GIS Based Base Map. Therefore, SFCPoA may also be included in the evaluation criteria	Please refer clarification at Sr. No. 5 above.

Sr. No.	CLAUSE & PAGE NO.	SUBJECT / ISSUE	CONSULTANT REQUEST/ SUGESSTIONS	CLARIFICATION															
61.	9.5.2(2b)	Relevent project experience of the consulting firm in hill areas 5 marks for each project of similar assignment	This clause of experience of hill areas may be deleted The consulting firm with experience of preparation of Master Plans or any similar projects in any part of the country can do the work of preparation of regional plans provided that they have experience of preparation of Master Plan using GIS Database.	No change.															
62.	9.8	<div>The percent distribution of points for qualifications and competence of the key professional staff for the assignment are:<table><tr><td>i</td><td>Educational Qualification</td><td>20%</td></tr><tr><td>ii</td><td>Relevant Experience for the project</td><td>70%</td></tr><tr><td>iii</td><td>Experience of working in hill area</td><td>10%</td></tr></table></div>	i	Educational Qualification	20%	ii	Relevant Experience for the project	70%	iii	Experience of working in hill area	10%	<div>The percent distribution of points for qualifications and competence of the key professional staff for the assignment are:<table><tr><td>i</td><td>Educational Qualification</td><td>25%</td></tr><tr><td>ii</td><td>Relevant Experience for the project</td><td>75%</td></tr></table></div> <div>The clause of experience of hill areas may please be deleted because this clause will reduce the number of participants. Therefore, for giving chance to more experienced firms having vast experience of preparation of Master Plans of GIS Based Platform only education qualification and relevant experience clauses may be kept.</div>	i	Educational Qualification	25%	ii	Relevant Experience for the project	75%	No change.
i	Educational Qualification	20%																	
ii	Relevant Experience for the project	70%																	
iii	Experience of working in hill area	10%																	
i	Educational Qualification	25%																	
ii	Relevant Experience for the project	75%																	
IX. Egis India Consulting Engineers Pvt. Ltd.																			
63.	Important Dates/periods Page-1	ii) Submission of bids: 23 <sup>rd</sup> March 2019 upto 3. 00 PM	As the proposal involves lots of Technical and Financial inputs, you are requested to kindly <u>extend the submission of bids at least 2-3 weeks post the pre bid clarification publication by the department</u>	Please refer clarification at Sr. No. 1 above.															
64.	Section2: Terms of Reference Page No. 11 & 12	<div>3 Deliverables and Time/ payment schedule</div> <div>Request you to kindly modify/ change the payment schedule.</div> <div>Split is suggested below:</div> <div>It is observed in case of statutory plans that clients take considerable time in approval of reports, resulting in delay in release of payment to Consultant. It is noteworthy that TOR takes cognizance of the same and status that time taken for review and approval will not be</div>		No change.															

Sr. No.	CLAUSE & PAGE NO.	SUBJECT / ISSUE		CONSULTANT REQUEST/ SUGESSTIONS		CLARIFICATION	
		considered within the assignment duration. Similarly, it is requested that consultant may be paid partial fee against each milestone on submission of the milestone. Remaining fee maybe release only on approval. <b>This would be a welcome move to in ensuring cash flow for Consultant, thereby enabling us to deploy committed resources for the project duration</b>					
		Sr. No.	Stage Report	Nos. Of Copies	Schedule	Cumulative time period	Payment Schedule
		i	Inspection Report	10+soft copies	30 days from date of award	30 days	5% of the total cost would be payable on submission of inception Report 5% of the total cost would be payable on approval of inception Report
		ii	Spatial attribute collection and vetting of Base Map	10+soft copy	60 days from date of approval of inception report	90 days + processing time	10% of the total cost would be payable on submission of Base map. 10% of the total cost would be payable on approval of Base map
		iii	Data Analysis Report	10+soft copy	60 days from date of approval of Base map	150 days + processing time	5% of the total cost would be payable on submission of data analysis report 5% of the total cost would be payable on approval of data analysis report
		iv	Projected Requirements, Issues & potentials	10+soft copy	60 days from date of approval of data analysis report	210 days from date of data analysis report	10% of the total cost would be payable on submission of data analysis report 10% of the total cost would be payable on approval of data analysis report.
		v	Draft Proposal	10+soft copy	60 days from date of approval of projected requirements, issues & Potentilas	270 days + processing time	10% of the total cost would be payable on submission of draft proposal 10% of the total cost would be payable on approval of draft proposal
		vi	Draft Regional Plan	10+ soft copy	60 days from the date of approval of Draft Regional Plan	330 days + processing time	15% of the total cost would be payable on submission of Draft Regional Plan to State Government.
		vii	On approval and Notification of Regional Plan by State Govt.	-	-	-	5% of the Total cost would be payable on approval/ Notification of Regional Plan By the State Government
65.	Section 3. Information to consultant Page	1. Method of Selection 1.7 Technical Proposal Weightage: 70% Financial Proposal Weightage: 30%		We request you to kindly modify/change the selection Criteria as <b>80% Weightage for Technical proposal and 20% Weightage for</b>		Please refer clarification at Sr. No. 13 above.	

Sr. No.	CLAUSE & PAGE NO.	SUBJECT / ISSUE	CONSULTANT REQUEST/ SUGESSTIONS	CLARIFICATION		
	No. 16 & 17		Final proposal for Healthy Competition			
66.	Section 3. Information to consultant Page No. 21	<div>9.5.2 The evaluation criteria are as follows:<table><tr><td>b</td><td>Relevant project experience of the consulting firm in Hill Ares-5(1 marks per project of ‘Similar Assignments’ in Hill Area.</td></tr></table></div>	b	Relevant project experience of the consulting firm in Hill Ares-5(1 marks per project of ‘Similar Assignments’ in Hill Area.	<p>A the Similar Assignment in Hill Area are very less in 10 years in India, we request you to ki9ndly consider similar nature of Assignment in Hill Area in last 15 Years or Consider the feasibility Report/Detailed Project Report/ Supervision of Infrastructure Projects( Water Supply/ Sewerage/Drainage/ Roads &amp; Highways/ Transportation etc.) in Hill Areas in last 10 years.</p> <p>You are also requested to clarify weather hill territories all across in India will be consider as experience in similar assignment in hill areas.</p>	<p>No change.</p> <p>Yes, the hilly areas as defined in URDPIF Guidelines 2014 from all across India will be considered for experience in similar assignment in hill areas.</p>
b	Relevant project experience of the consulting firm in Hill Ares-5(1 marks per project of ‘Similar Assignments’ in Hill Area.					
67.	-	General	We understand that applicant will be allowed to use credentials of any other firms belonging to the same corporate group and/ or utilizing the same brand name/logo (Group companies to meet the technical and financial eligibility criteria and for marking under the technical evaluation, provided sufficient documentary proof is submitted with the bid proposal. Please confirm.	The credentials of any other firms belonging to the same corporate group will not be allowed unless the same firm is participating in the bidding process.		
68.	-	General	Some more detail about the draft base map for Solan would be appreciated. Does it include base satellite imagery? If so, of what specifications? How recent is the base map.	Please refer clarification at Sr. No. 10 and 34 above.		
69.	-	General	Could we get clarify on specification of satellite imagery to be procured from NRSC for Lahul and Spiti region? This would help us cost the bid more accurately.	Please refer clarification at Sr. No. 10 and 34 above.		



Sr. No.	CLAUSE & PAGE NO.	SUBJECT / ISSUE	CONSULTANT REQUEST/ SUGESSTIONS	CLARIFICATION
70.	-	General	<p>While the RFP states that nodal representative is to be stationed at sub- offices of Solan and Kullu for respective regions.</p> <p>We understand that the selected consultant will be required to open a sub office at Solan and Kullu.</p> <p>Furthermore it states that office space of 10'X12' shall be provided in the department. Does this mean at T&amp;CP Shimla office? If so, it doesn't specify the staff to be stationed at the same. Please clarify.</p> <p>It is Requested to please clarify the office setup required to be maintained by the selected consultant at Solan, Kullu and Shimla</p>	Please refer clarification at Sr. No. 27 & 56 above.
71.	-	General	<p>Forest Maps and Details are generally hard to collect and very time consuming. It is requested that facilitation from TCPD is a must for their timely receipt. Similarly for the case of collection of land records (Cadastral maps) in a time bound manner.</p>	Department will assist in procurement of such maps, survey reports and land records as may be necessary for the purpose of plan formulation.
<b>X. TATA Consulting Engineers Limited</b>				
72.	Limitation of Liability	Not mentioned in RFP	Please define the maximum liability of consultant for this project?	Considered.
73.	Limitation of Liability	Not mentioned in RFP	<p>We request you to kindly add below mentioned clause which is being used in other RFP issued by HP Govt. Organization:</p> <p><b>Limitation of Liability</b></p> <p>The aggregate liability of the selected bidder in respect of all claims under this Agreement including penalty for delay in delivery, services, liquidity damages etc. shall not exceed the aggregate value of the goods and services supplied under this agreement. Either party shall also not be liable for any claim made for any indirect, consequential or</p>	<p>Additional clause 8 has been inserted in sub-section II. General Condition of Contract of Section 6 Standard Form of Contract of the RFP document as follows:</p> <p><b>'8. Limitation of Liability</b></p> <p>The aggregate liability of the selected bidder in respect of all claims under this Agreement including penalty for delay in delivery, services, liquidity</p>

Sr. No.	CLAUSE & PAGE NO.	SUBJECT / ISSUE	CONSULTANT REQUEST/ SUGESSTIONS	CLARIFICATION
			incidental losses and indirect damages, costs or other expenses related thereto. However, this limit of liability equal to the value of goods and services will not apply in case of personal injury including death, confidentiality and IPR infringement.	damages etc. shall not exceed the aggregate value of the goods and services supplied under this agreement. Either party shall also not be liable for any claim made for any indirect, consequential or incidental losses and indirect damages, costs or other expenses related thereto. However, this limit of liability equal to the value of goods and services will not apply in case of personal injury including death, confidentiality and IPR infringement.'
74.	Page No. 5, Clause 2.2.1(5)	Conducting various surveys & studies	The cost associated with surveys should be kept as provisional sum and should be reimbursed as per actual.	No change.
75.	Page-8, Clause 2	<b>2. Scope of work</b> h) proposal and measures relating to irrigation , water supply or flood control works, protection against land slide, prevention of air and water pollution disposal of garbage and general environmental controls for the region.	Please specify the level of detail required for these works	Detailed proposal shall be required for these listed activities for the entire region.
76.	Page 12, Clause 9.9.7	<b>Data Analysis report</b>	Please specify the level of detail required for these works	Level of details shall be as per URDPFI Guidelines and as provided in any Regional Plan prepared in the Country, to the satisfaction of the Client.
77.	Page 23, Clause 9.9.7	<b>Remote Sensing/ GIS Expert</b>	As per Scope of work for two cities, number of GIS expert should be increased to two(2)	Additional support team comprising of Technical Experts and GIS experts etc. can be proposed by the Consultant.
78.	<b>General</b>	<b>General</b>	Please provide the development plan/master plan for the project area, if available.	All the Development Plans of various Planning/Special Areas of both the regions, as available with

Sr. No.	CLAUSE & PAGE NO.	SUBJECT / ISSUE	CONSULTANT REQUEST/ SUGESSTIONS	CLARIFICATION
				the Department, will be provided to the selected Consultants.

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

**REQUEST FOR PROPOSAL (RFP) FOR CONSULTANCY SERVICES  
FOR PREPARATION OF REGIONAL PLAN FOR  
SOLAN AND LAHAUL & SPITI REGION IN HIMACHAL PRADESH**

**REVISED**

Director, Town & Country Planning Department, Himachal Pradesh, proposes to undertake Regional Plan preparation for **Solan and Lahaul & Spiti Region** under the provisions of the Himachal Pradesh Town & Country Planning Act, 1977.

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

Details may be accessed and the RFP/application forms can be downloaded from the website: [www.tcp.hp.gov.in](http://www.tcp.hp.gov.in). The completed application, as per instructions in the RFP document, should reach the following address latest by **10<sup>th</sup> May, 2019 upto 3.00 P.M.**

**Director,**  
Town & Country Planning Department,  
Block 32-A, SDA Complex, Kasumpti, Shimla-9.  
Phone: 0177-2625752  
Fax: 0177-2625787  
Email: [tcp-hp@nic.in](mailto:tcp-hp@nic.in)  
Web: [www.tcp.hp.gov.in](http://www.tcp.hp.gov.in)

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

**Important Dates/Periods**

- |  |  |
|--|--|
| i) Issue of RFP Document               | : <b>2<sup>nd</sup> March, 2019</b>  |
| ii) Pre-bid Meeting                    | : <b>12<sup>th</sup> March, 2019 at 11.00 A.M.</b>   |
| iii) Submission of Bids                | : <b>10<sup>th</sup> May, 2019 up to 3.00 P.M.</b>   |
| iv) Presentation on Technical Proposal | : <b>To be intimated after bid submission.</b>   |
| v) Submission of Draft Regional Plan   | : <b>330 days (11 months) from the date of Contract Signing.</b>                                 |
| vi) Support Period                     | : <b>365 days (1 year) from the date of submission of Regional Plan to the State Government.</b> |

Sd/-  
**Director**  
Town & Country Planning Department,  
Block 32-A, SDA Complex,  
Kasumpti, Shimla-09.  
Phone: 0177-2622494

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## SECTION 1- INVITATION

1. Director, Town and Country Planning Department, Government of Himachal Pradesh (hereinafter called the Director) invites Request for Proposal for **preparation of Regional Plan** Formulation or **Solan and Lahaul & Spiti Region**.
2. The objective of the assignment is to prepare the Regional Plans for **Solan and Lahaul & Spiti Region** (as defined hereunder) under the provisions of the Himachal Pradesh Town & Country Planning Act, 1977.
3. A consulting firm will be selected as per procedure described in this RFP.
4. The RFP includes the following:

Section 1 - Invitation

Section 2 - Terms of Reference

Section 3 - Information to Consultants

Section 4 - Prequalification - Standard Forms

Section 5 - Technical Proposal - Standard Forms

Section 6 - Financial Proposal - Standard Forms

Section 7 - Standard Form of Contract

Sd/-

**Director**

Town & Country Planning Department,  
Block 32-A, SDA Complex,  
Kasumpti, Shimla-09.  
Phone: 0177-2622494



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

### **Contents**

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

## TERMS OF REFERENCE

### 1. Introduction

**1.1** Himachal Pradesh which is one of the highly developed States of India is spread over a geographical area of 55,673 square kilometres and has a total population of 68,64,602 persons as per 2011 Census. Of this nearly 10.05% only resides in the urban areas. As per Census 2011, the State has 54 Urban Local Bodies and a total of 59 Census towns. Shimla, the capital city accounts for nearly 25% of the gross urban population in the State. In the wake of rapid urbanisation and economic growth, the Government of Himachal Pradesh (GoHP) intends to regulate the development process in its urban settlements, to ensure that these urban settlements continue to serve their purpose without causing inconveniences and difficulties to the population, and the administration. As the Department is not in a position to match its planning effort with the growing number of towns, it becomes imperative to go in for outsourcing of planning jobs on select and competitive basis. As at present there are 55 Planning Areas and 35 Special Areas notified under the provisions of the Himachal Pradesh Town & Country planning Act, 1977. Against these Planning/Special Areas there is just 1 Interim Development Plan and 30 Development Plans approved and notified by the State Government.

**1.2** The Director, Town & Country Planning Department, Himachal Pradesh proposes to undertake work for preparation of Regional Plan for **Solan and Lahaul & Spiti Region** in the State:-

Sr. No.	Region/District	Approximate Population (2011 Census)	Approximate Area (in Sq.km.)
1	Solan	5,80,320	1,936
2	Lahaul & Spiti	31, 528	13,833

**1.2.1 Solan Region:** Named after Shoolini Devi Goddess, Solan is the fastest growing district headquarters town of Himachal Pradesh. The district is divided into 4 Sub-Divisions comprising of 12 Tehsils/Sub-Tehsils, 5 Development Blocks and 211 Gram Panchayats. District is surrounded in South-east and East Sirmour district and to the North and North-east by Shimla District, to the North-west by Bilaspur and Una districts and to the South by neighbouring states of Punjab and Haryana. Solan district mostly comprises of Shivalik range. Major town is of the District include Solan, Parwanoo, Badi, Nalagr, Rajgarh and Arki etc. The district headquarter Solan is Situated on Kalka-Shimla National Highway-05, enjoying excellent connectivity between State Capital Shimla on one hand and Chandigarh on the other. The Kalka-Shimla narrow gauge heritage railway line, built by the British almost cuts through the Solan district. Solan is now popularly known as "MUSHROOM CITY OF INDIA". At an altitude of 1453 metre above mean sea level, the town is surrounded by high hills. It is well connected with Nalagarh, Bilaspur, Shimla, Rajgarh, Nahan & Chandigarh. Parwanoo along

with Baddi and Baroti-walah has emerged as Pharma hub of Asia in recent times.

**1.2.2 Lahaul & Spiti Region:** Lahaul & Spiti Region is a district situated in the northern and north eastern part of Himachal Pradesh. It is located amidst the grandeur of the great Himalayas interspersed with beautiful landscapes and permanently glowing snow-capped mountain peaks, glaciers, lakes and two river valleys of Chandra Bhaga and Spiti. The mountain height ranges between 1,582 metres and 7,010 metres above mean sea level. It touches Tibet on its eastern border and Ladakh in the north and Chamba, Kangra and Kullu districts on the western and southern side. Kinnaur is located on the south eastern side. It is located between the latitudes of 31° 44' 57" and 32° 59' 57" in north and between 76° 46' 29" and 78° 41' 34" east longitudes. Lahul and Spiti district has an area of 13,841 sq. kms which constitutes 24.85 per cent of total geographical area of the state. It is largest district of the State in terms of area. It extends between D.P.F. Thuthiyalain the west to Samdu in the east, Baralacha Pass and its parallel ranges in the north to Bhabha, Parvati, Hamta, Rohtang and Kugti and Sach pass in the south. The two valleys of Lahul and Spiti is linked with plain for 8 months. Kunzam pass (4,520 metres) provides the sole access to Lahul while Spiti is linked with motorable roads via the Sutlej valley of Kinnaur district. There is an ongoing construction of Rohtang tunnel connecting in Manali to Keylong. It will reduce the distance by 51 k.m. and provides the access throughout the year. It will also lead to tourist influx from Rohtang pass (3,978 metres) to Lahaul.

### **1.3 Description of the Assignment**

The major components of the assignment are:

**1.3.1 Preparation of Regional Plan:** Formulation of Regional Plan under the provisions of the Himachal Pradesh Town & Country Planning Act, 1977 for **Solan and Lahaul & Spiti Region** as defined at 1.2 above. The said Plan includes demand assessment, identification of issues, projected requirements, development strategy and draft proposals on the GIS base map and sector-wise data analysis, to be done by the Consultant. The deliverables shall be in the form of base map, thematic maps specified, data analysis reports, draft plan document, etc. Besides the URDPFI Guidelines, 2014 issued by the Ministry of Urban Development, Govt. of India as well as the Himachal Pradesh Town & Country Planning Act, 1977 plus the Himachal Pradesh Town & Country Planning Rules, 2014 may also be referred.

**1.3.2 Preparation of Base Map, ELU Maps & Vetting:** The Consultant shall procure the GIS base Imageries for both Solan and Lahaul & Spiti Regions from NRSC, Hyderabad and prepare the Draft base map. The Consultant shall prepare draft final base maps by collecting attribute data of spatial layers as administrative boundaries, forest boundaries, settlement and village locations/ names and city/towns boundaries, cadastral data with attributes as per URDPFI guidelines 2014.

The Consultants shall prepare draft ELU map by incorporating the land use features from satellite, revenue records, approved layouts and ground

verification of same shall be done. Once ground verification is over and incorporated in the existing digitized land use map, final land use map so produced shall be vetted by the Department and same shall be used as an input for plan formulation.

- 1.3.3 **Regional Database Creation:** Sector-wise data collection and data analysis report in respect of socio-economic and physical aspects is to be done by the Consultant. These shall be as per the as per land use classification for Regional Planning as defined in URDPFI Guideline, 2014. In addition, primary surveys such as Land Use surveys, traffic & transport surveys, household surveys, tourism surveys, etc. are also required to be undertaken.

## 2. Scope of Work

- 2.1 The relevant provisions for preparation of Regional Plan are given at section 8 of the Himachal Pradesh Town & Country Planning Act, 1977. The **Broad Scope** of work shall be as hereunder:-

- i. to prepare an existing land use map indicating the natural hazard proneness of the area.
- ii. to prepare a regional plan keeping in view the regulation for land use zoning for natural hazard prone area.
- iii. to prepare the existing land use map, and other maps as are necessary for the purpose of Regional plan.
- iv. carry out such surveys as may be necessary.
- v. obtain from any department of Government and any local authority such maps, survey reports and land records as may be necessary for the purpose.
- vi. The Regional Plan shall indicate the manner in which land in the region should be used, the phasing of development, the network of communications and transport, the proposals for conservation and development of natural resources, and in particular :-
  - a) allocation of land to such purposes as residential, industrial, agricultural or as forests or for mineral exploitation;
  - b) reservation of open spaces for recreational purposes, gardens, tree belts, and animal sanctuaries.
  - c) access or development of transport and communication facilities such as roads, railways, water ways, and the allocation and development of airports.
  - d) requirements and suggestions for development of public utilities such as water supply, drainage and electricity.
  - e) allocation of areas to be developed as "Special Areas" wherein new towns, townships, large industrial estates or any other type of large development projects may be established.
  - f) landscaping and the preservation of areas in their natural state.
  - g) measures relating to the prevention of erosion, including rejuvenation of forest areas.

- h) proposals and measures relating to irrigation, water supply or flood control works, protection against land slide, prevention of air and water pollution, disposal of garbage and general environmental controls for the region.
- i) lay down the pattern of National and State Highways connecting the area with the rest of the region, ring roads, arterial roads, and the major roads within the area.
- j) provide for the location of air-ports, railway stations, bus terminal and indicate the proposed extension and development of railways and road network.
- k) project the requirements of the area of such amenities and utilities as water, drainage, electricity and suggest their fulfilment.
- l) propose broad-based regulations for regional development, by way of guide-lines.

Such requirements and proposals in respect of above will cater for projected population for the year **2041 A.D.** The following particulars shall accompany as per the requirements of section 8(1) of the Act:-

- (i) The existing land use map showing the existing pattern of development in terms of land uses namely residential, commercial, industrial, traffic & transportation, facilities & services, parks & open spaces, forests etc.;
- (ii) a narrative report, supported by maps and charts, explaining the provisions of the draft regional plan;
- (iii) a notice indicating the priorities assigned to works included in the draft plan and the phasing of the program of development as such;
- (iv) a notice on the role being assigned to different departments of Government the Town and Country Development Authorities, the Special Area Development Authorities, and the Local Authorities in the enforcement and implementation of draft plan.

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

**2.2.1 Other imperatives**

- 1. The Consultant shall give his inputs on the Base Map which shall be requisitioned by the Director. This input shall be on the basis of the field verification. This is as per item 1.3.2 above.
- 2. Collection of revenue maps and papers to ascertain the ownership of lands in the Government sector.
- 3. Collection of Forest maps to have details of the forest areas.
- 4. Study of the entire region in light of various studies/projects already undertaken in respect thereof namely:-
  - (i) Development Plans prepared for Kasauli, Solan, Parwanoo and BBN Area by the TCP Department, pertaining to Solan Region.

- (ii) Directions/observations of the Hon'ble High Court of Himachal Pradesh and Hon'ble National Green Tribunal with regard to development in the Regions.
  - (iii) Any other projects/surveys/studies undertaken for both the Regions from time to time.
5. Conducting various surveys & studies for residential, commercial, industrial, traffic and transportation, open & green spaces, recreational facilities, tourism, public and semi-public facilities, amenities like telephone, water supply, sewerage, electricity, drainage, solid waste management etc, hazard prone areas like steep slopes, forests, sliding/sinking areas, flood prone areas including marking of HFL, heritage, land suitability, availability of Government land and all that is required to be studied for proposing future land use for the year **2041 A.D.** Besides, the floating population as well tourist influx to the Region, shall also be taken into account. The consultant shall have to conduct basic standard traffic surveys but not limited to surveys such as, road network inventory survey, traffic volume count at major nodes, outer cordon Origin-Destination Surveys, opinion surveys, bus terminal OD interview surveys, on street/off street parking surveys etc.
6. Stakeholders' Consultations at various stages of preparation of Regional Plan shall be conducted. Minimum 4 Stakeholders' meetings shall be conducted considering the importance and duration of the assignment.
- 1. **Introductory meeting:** Before submission of Inception Report, with all Line Departments.
  - 2. **Workshop-1:** During 2<sup>nd</sup> Stage, Spatial attribute collection and vetting of Base Maps
  - 3. **Workshop-2:** During 4<sup>th</sup> Stage, Projected Requirements, Issues and Potentials.
  - 4. **Workshop-3:** During 5<sup>th</sup> Stage, Draft Regional Plan
- The venue for Stakeholders' meetings will be arranged by the TCP Department. It will facilitate in organizing these meetings and shall also bear all expenses on account of venue, refreshments etc. whereas the consultant shall provide technical material and support and bear all expenses towards their own travel and stay.
7. Undertaking relevant studies, surveys and analysis for preparing the Regional Plan. For this purpose the sample size of around 5% of households may be adopted.
8. Preparation of Draft Regional Plan on GIS environment under provisions of section 5 of the HPTCP Act, 1977. Recourse shall be taken to the URDPFI Guidelines, 2014 as well as various policies of the Central and State Governments. Separate layers shall be developed showing existing land use map, road network, amenities and facilities, forest areas, hazard/disaster prone areas like sinking, sliding & steep areas and proposed land use etc. The base maps shall be prepared on a scale of **1:25,000** with a contour interval of 50-100 meters. The DEM data shall be submitted separately for the Region.



9. Particulars to be specified in regard to the Draft Regional Plan under section 8(1) of the Act.
10. Publication of Draft Regional Plan by the Director (TCP), receiving objections/suggestions and modifications to the Draft Regional Plan under Section 8 of TCP Act, 1977.
11. Supporting TCP Department for tasks related to Finalisation and Sanction of Regional Plans under Sections 8 and 9 of the Himachal Pradesh Town & Country Planning Act, 1977.
12. The selected Consultant(s) shall maintain a sub office and a duly authorized representative at Divisional Town Planning Office, Kullu and Solan, throughout the currency of the contract in order to have desired liaison with the client and ensure attending of regular / unscheduled meetings convened by the client and/or other committees constituted for the purpose and compliance to decision/ advice as may be issued by them. Department will provide office space of 10' x 12' (approx.) to the Consultant in its own office premises.

### **2.2.2. Related issues**

- (i) Location, physiography, linkages, climate, regional setting
- (ii) Historical background
- (iii) Brief description of the region, review of existing Studies etc.
- (iv) Issues related to implementation of existing development projects.
- (v) Direction of spatial growth of the major towns and urban centers, incorporation of new areas.
- (vi) Demographic data including population (urban/ rural, male & female), literacy rate, growth of population, workers and non-workers, occupational structure, etc shall be collected – as per current & past Census data.
- (vii) Employment generating activities – existing and potential.
- (viii) Industries–existing and potential, their nature, employment etc.
- (ix) Commercial activities including retail and wholesale business, warehousing and godowns, mandis, rural markets, etc.
- (x) Government and semi government offices and government reserved areas.
- (xi) Educational facilities (Govt. /Private) including universities, colleges (engineering, medical, arts, science, commerce, law, etc.), schools (higher secondary, secondary, middle, primary, nursery, etc.) vocational training centres, etc.
- (xii) Medical facilities (Govt. /Private) including hospitals, dispensaries, primary health centres, Veterinary, Ayurvedic, Homeopathic, etc.
- (xiii) Social, cultural and other religious activities.
- (xiv) Other community facilities including cremation and burial grounds.
- (xv) Physical infrastructure – electricity, water supply, sewerage, solid waste management, telephone, etc.
- (xvi) Recreational facilities including parks, open spaces, mela grounds and playgrounds, semi-public recreation, etc.
- (xvii) Agricultural use including dairies, orchards, nurseries, reserved forests, etc.

- (xviii) Circulation facilities including airport/railway stations and yards, road transport terminals, stands for buses and trucks, parking, etc.
- (xix) Proposals/ commitments by Central/ State Government, concerned Local Body, Development Authority, etc.)
- (xx) All vacant lands under government ownership (non-built)
- (xxi) All forest lands
- (xxii) Places of tourist and heritage importance both natural and manmade including natural areas, fairs and festivals, etc.
- (xxiii) Legislative and Institutional Framework, institutional structure – municipal bodies, development authority, etc.
- (xxiv) Action/Implementation Plan identification of projects and phasing, resource mobilization.

**2.3 Preparation of Base Map, ELU Maps & Vetting:** The Consultant shall procure the GIS base Imageries for both Solan and Lahaul & Spiti Regions from NRSC, Hyderabad and prepare the Draft base map. The Consultant shall prepare draft final base maps by collecting attribute data of spatial layers as administrative boundaries, forest boundaries, settlement and village locations/ names and city/towns boundaries, cadastral data with attributes as per URDPFI guidelines 2014. The Consultants shall prepare draft ELU map by incorporating the land use features from satellite, revenue records, approved layouts and ground verification of same shall be done. Once ground verification is over and incorporated in the existing digitized land use map, final land use map so produced shall be vetted by the Department and same shall be used as an input for plan formulation.

#### **2.4 Regional Database Creation**

Regional socio-economic data is an input to be used to study the existing situation, identification of issues and formulation of proposals and projections. While most of the data to be collected is secondary, some crucial data may be required to be collected from primary surveys. Data analysis will be presented sector-wise, in the form of chapters in the Regional Plan document.

#### **2.5 Formulation of Regional Plan**

The horizon year for the Regional Plan will be 2041 A.D. The draft Regional Plan will specify the aims and objectives for the development of Solan and Lahaul & Spiti region. Contents of the Regional Plan document will be as per URDPFI Guidelines, 2014 and statutory provisions of the Himachal Pradesh Town & Country Planning Act, 1977 and Himachal Pradesh Town & Country Planning Rules, 2014.

### **3. Deliverables and Time/ Payment Schedule**

The following time schedule/ payment schedule is proposed:

Sl. No.	Stage Report	No. of Copies	Schedule	Cumulative Time Period	Payment Schedule
i)	Inception	10	30 days from	30 days	10% of the total

Sl. No.	Stage Report	No. of Copies	Schedule	Cumulative Time Period	Payment Schedule
	Report	+ soft copy	date of award		cost would be payable on approval of Inception Report
ii)	Spatial attribute collection and vetting of Base Map	10 + soft copy	60 days from date of approval of Inception Report	90 days plus processing time	20% of the total cost would be payable on approval of Base Map
iii)	Data Analysis Report	10 + soft copy	60 days from date of approval of Base Map	150 days plus processing time	10% of the total cost would be payable on approval of Data Analysis Report
iv)	Projected Requirements, Issues & Potentials	10 + soft copy	60 days from date of approval of Data Analysis Report	210 days plus processing time	20% of the total cost would be payable on approval of Data Analysis Report
v)	Draft Proposal	10 + soft copy	60 days from date of approval of Projected Requirements, Issues & Potentials	270 days plus processing time	20% of the total cost would be payable on approval of Draft Proposal
vi)	Draft Regional Plan	10 + soft copy	60 days from the date of approval of Draft Regional Plan	330 days plus processing time	15% of the total cost would be payable on submission of Draft Regional Plan to State Government.
vii)	On approval and Notification of Regional Plan by State Govt.	-	-	-	5% of the total cost would be payable on approval/ Notification of Regional Plan by the State Government.

**Note:** Processing time is the time between submission of the stage report and issue of the minutes for approval/ modification of the same and would be about 30 days. The period between the submission of stage report and its processing would not be included in the period of assignment.

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

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

### **3.1 Description of the Deliverables:**

1. **Draft Regional Plan:** The Consultants shall develop and prepare Draft Regional Plan to be submitted within **330** days from the issuance of the notification of award on a scale of **1 : 25,000** unless decided mutually otherwise. The Consultants shall undertake to incorporate the modifications, changes, amendments as may be directed by the Client, and the Government under various sections of the Act. The Draft Regional Plan shall be submitted within **330** days from the signing of Contract. These periods shall not include the time taken by the Department for undertaking statutory actions at its end. The periods shall also not include the time taken, if any, for arranging base Satellite imagery of the Region from NRSC Hyderabad.
2. **Regional Plan of Spatial data bank:** The entire Regional plan exercise will be carried out through the use of remote sensing, high resolution imagery and GIS techniques. The processed information and the data should be stored in relevant database.
3. **Preparation of policy framework, guidelines and regulations etc.:** It shall include sub-zone/regional regulations, with special regard to hill planning & architecture, for each sub-zone/region proposed under Regional plan to regulate the overall development process. The proposals shall keep in mind the hill topography, seismic vulnerability, disaster management and carrying capacity of the region.
4. **Identification of Priority for Regional Development & Investment Plan:** to detail out demand and development of Infrastructure and services to meet with projected requirement/demand. The proposals in the Regional Plan shall be appropriately phased, a phasing plan for which shall be furnished. The cost and funding for implementing this phase-wise development shall also be furnished in detail.
5. The Consultants shall follow detailed sequence of activities/contents for each of the above deliverable as mentioned in the Himachal Pradesh Town and Country Planning Act, 1977 and Rules 2014 as amended up to date.

### **3.2 Publication of Draft Regional Plan and submission u/s 9 of TCP Act, 1977**

Consultant shall assist the Department in the preparation of reply/comments on objections/suggestions received on Draft Regional Plan and incorporating the suggestions/objections received on Draft Regional the same as deemed fit by Director (TCP). Consultant shall also assist in submission of Draft Regional Plan to the State Government.

### **3.3 Sanction of Regional Plan u/s 9 of TCP Act, 1977**

The Consultant shall assist the Department in incorporating any suggestions/directions by the GoHP before sanctioning/finalising the Regional Plan by the State Government.

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

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

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

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

(i)	Director, TCP	Chairman
(ii)	State Town Planner	Member
(iii)	Town & Country Planner, Solan/Kullu	Member
(iv)	Town & Country Planner (HQ)	Member-Convener

The Consultant shall submit each of the deliverables as per the schedule mentioned in Clause 3 above. This will be followed by a presentation to the Committee within a week, wherein, the CERC members shall give their comments and suggestions in the form of feedback. Subsequently, the Consultant will incorporate all such comments and suggestions in their next stage report.

### **6. General**

- (i) The details about the methodology and data outputs in respect of consultancy should be worked out in the bid offer by the consulting firm.
- (ii) All data collected by the Consultant shall be made available to the Director in proper organized format and this data shall remain the property of the Town and Country Planning Department, Himachal Pradesh.
- (iii) The data collected and the research results of the Consultancy shall not be divulged to other agencies without the explicit approval of the Director.
- (iv) All reports should be submitted in hard and soft copy. Reports should be in Microsoft Word format. Maps and drawings should be in the

compatible format of GIS facilities available with the Town and Country Planning Department, Himachal Pradesh.

- (v) Monthly Progress Report (MPR) will be submitted by the consultant to review the progress of the Study.

## SECTION 3. INFORMATION TO CONSULTANTS

### 1. Introduction

- 1.1 The Director, Town & Country Planning Department, Himachal Pradesh will select a Consultant for carrying out the assignment on preparation of Regional Plan for Solan and Lahaul & Spiti Region in coordination with Town and Country Planning Department, Himachal Pradesh.
- 1.2 Proposals are to be submitted separately for Technical and Financial stages as per para 2.8 below.
- 1.3 Proposals should be submitted in English.

### 2. Method of selection

- 2.1 The Department will adopt a combined Quality-cum- Cost Based Selection (QCBS) process. Selection will be done on the basis of **2-stage** process.
- 2.2 In the **1<sup>st</sup> stage**, Technical Proposals will be opened and evaluated and Technical scores will be given. The Technical proposal of each Consultant will be evaluated based on following three quality parameters.
  - 1. **Technical competence of the firm/Consultant in Urban Planning i.e. experience of carrying out similar assignments**
  - 2. **Presentation on Approach, Concept Design, technical components, Proposal, Methodology, Work Plan for preparing Regional Plan for Solan and Lahaul & Spiti Region. (to be intimated after bid submission)**
  - 3. **Qualification and competence of the key professional staff for the assignment**
- 2.3 The Stage One of selection process shall comprise of evaluation of technical competence of the applicant firm in urban planning based on the above laid down three quality parameters and as per the evaluation criteria laid down in following section 4. This stage will also involve presentations on Approach, Concept Design, Technical Components, Proposal, Methodology and Work Plan for preparing Development Plans for select Regions by the Bidders.
- 2.4 The presentation on **Approach, Concept Design, technical components, Proposal, Methodology, work plan of Bidders** will be judged and evaluated by a Technical Evaluation Committee notified by the Director, Town and Country Planning Department and marks will be awarded to various Bids. The committee may comprise of Director (TCP), State Town Planner, TCP (HQ), TCP (Solan/Kullu) and/or an expert from field/academics or a retired State Town Planner as the Department may like to associate with it.
- 2.5 The combined total technical score will be arrived at by adding scores of all three quality parameters only after completion of the presentations. The final selection of the firm will be on the basis of combined technical and financial score, with 70% weightage given to combined total technical score and 30%



weightage given to financial score. The technical competence score obtained by all the Bidders will be put under lock and seal of the TCP Department.

- 2.6 In the **2<sup>nd</sup> Stage**, Financial Proposals of only those Consultants who have obtained a technical score of 70% and above will be opened.

**2.7 Final Evaluation**

The lowest evaluated financial proposal/quote/price/fee for each Region shall be given Maximum Financial Score (MFS) of 100. The financial score (FS) of the other proposals for same cluster shall be computed as under

$$FS = 100 * MFS / F$$

Where FS is the financial score for a given Region, MFS is the lowest financial quote/price/fee for that cluster and F is the quote/price/fee for that cluster.

The proposals for each Cluster shall be ranked according to their combined Technical Scoring (TS) and Financial Scoring (FS) scoring with 80:20 weightage as under.

- Technical Proposal Weightage : 80%
- Financial Proposal Weightage : 20%

$$\text{Final Combined Score} = TS \times 0.8 + FS \times 0.2$$

- 2.8 Interested consulting firms are requested to submit three-stage documents in separate sealed covers:

- (a) Technical Proposal
- (b) Financial Proposal

- 2.9 Consultants must submit an original and two additional copies of Technical Proposal and Financial Proposal alongwith soft copy of Technical Proposal.

- 2.10 The Technical Proposal should be accompanied with an **Earnest Money Deposit** (refundable for all non-successful bidders) of **Rs. 2,00,000/- (Rs. Two lac only)** in the form of demand draft drawn in favour of Director, Town & Country Planning Department, Government of Himachal Pradesh, payable at Shimla.

**2.11 Refund/Adjustment of Earnest Money:**

- Earnest money of the successful bidder(s) shall be refunded with the final payment to the Consultant.
- Earnest money of the unsuccessful bidder(s) shall be refunded as early as possible.
- No interest shall be paid on Earnest Money.
- Earnest money shall stand forfeited -
  - If the bid is withdrawn at any time before the validity period, or
  - If the successful bidder fails to execute the contract and/or does not execute performance guarantee within the stipulated period.

2.12 The outer envelope containing proposal should be marked clearly **“Consultancy Services for preparation of Regional Plan for Solan and Lahaul & Spiti Region in Himachal Pradesh”**.

2.13 The proposal submission address is:

**Director,**

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

Phone: 0177-2622494

Fax: 0177-2625787

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

2.14 Proposals must be submitted not later than the following date and time:

Date: **10.05.2019, Time: upto 3.00 P.M.**

2.15 Proposals must remain valid for **120 days** after the submission date until validity is extended by the Consultant himself. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The TCP Department will make the best effort to complete the tendering process within this period. If the Director wishes to extend the validity period of the proposals, the Consultants may do so and those who do not agree have the right not to extend the validity of their proposals.

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

3.1 A pre-bid conference will be held on **12.03.2019** at **11.00 A.M.** in the office of Director, Town & Country Planning Department, Block 32-A, SDA Complex, Kasumpti, Shimla-9. Consultants are encouraged to attend the conference before submitting their proposals.

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

**Director,**

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

Phone: 0177-2622494

Fax: 0177-2625787

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

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

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

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

## **7. Preparation of Proposal**

### **7.1 Technical Proposal**

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

- 7.3 The Technical Proposal should provide information using the Standard Forms provided in Section 4 of this document only, failing which the proposal may be summarily rejected.

- 7.4 The Technical Proposal shall not include any financial information.

### **7.5 Financial Proposal**

- 7.6 The Financial Proposal should be submitted in Standard Forms provided in Section 5 of this document only.

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

- 7.8 The financial proposal should be prepared in Indian Rupees.

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

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

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

- 8.3 Technical Proposal, including original and all copies shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "Financial Proposal" and warning: **"Do not open with the Technical Proposal."** Technical and Financial envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the title **"Technical and Financial Proposal"**, sealed and clearly showing the name of the assignment and the submission address.

- 8.4 The completed Technical and Financial Proposal must be delivered at the submission address on or before the time and date specified. Any Proposal received after the closing time for submission of proposals shall be returned unopened.

- 8.5 After the deadline for submission of proposals only Technical Proposals shall be opened immediately by the committee authorized to do so by the Director.

The presentation on Technical Proposal i.e. Approach, Concept Design, technical components, Proposal, Methodology, Work Plan for preparing Regional Plan will be scheduled within 10 days after opening of Technical Proposals. The Financial Proposal shall remain sealed until technical capability statement of all submitted proposals is prepared and consultants short-listed. The consultant's representative may opt to be present during the financial bid opening.

## **9. Proposal Evaluation**

### **9.1 General**

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

### **9.3 Minimum Eligibility Criteria**

#### **9.3.1 Technical Eligibility Criteria**

- 1) The applicant firm can be a Public Sector Undertakings/Autonomous Bodies/Organizations and Consulting firms/Consortium as prescribed under Indian Government laws.
- 2) The applicant firm must have following full time qualified planning staff on its rolls:
  - a) One or more qualified Planner with Masters in Urban and Regional Planning or its equivalent with minimum 15 years of professional experience in the field.
  - b) One or more qualified Planners with Masters in Urban & Regional Planning or its equivalent and having professional experience in the field in respect of hill areas.
  - c) One of the staff should be a GIS expert.
- 3) The applicant firm must have got completed and approved/notified 'Similar Assignments' i.e. at least two (2) Regional Plans or five (5) Development Plans/Master Plans/Spatial Plans for New Towns and Industrial Townships/Smart City Proposals for Towns/Cities having area not less than 50 Sq. kms and population not less than 2.0 Lakhs in last ten (10) years under statutory provisions of Central Government or any State Government in India.
- 4) The applicant firm should have executed the above mentioned projects by using GIS technology.

#### **9.3.2 Financial Eligibility Criteria**

- 1) The applicant firm shall have **Average Annual Turnover of at least Rs. 7.5 Crores** through Professional fees during the last five (5) financial years (Financial Year 2013-14, 2014-15, 2015-16, 2016-17 and 2017-18).
- 2) Applicant should have a **Net worth of Rs. 5.0 Crores** as on 31<sup>st</sup> March 2018.

- 3) Audited Annual Account of last three years shall be submitted along with the bid.
- 4) The Average Annual Turnover and Net worth so submitted shall be required to be duly supported by certificate from the Chartered Accountant.

## 9.5 Evaluation of Technical Proposals

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

9.5.2 The evaluation criteria are as follows:

Sr. No.	Criteria	Total points
1	<b>Financial Capability of the Consulting Firm</b> <b>Average audited turnover of the Consulting Firm/ Consortium Lead of the preceding five (5) financial years.</b> (Rs. 7.5 Crores shall be the minimum benchmark Average Audited Turnover. However, for Technical evaluation purpose, 1 mark per 2 Crore Rupees of Average Audited Turnover, over and above the minimum qualifying turnover of 7.5 Crores, shall be given.)	10
2.	<b>Specific experience of the consulting firm related to the Assignment</b>	35
a.	Similar assignments completed and approved/implemented Regional Plans (2 of 10 marks each) or Development Plans/Master Plans/CDPs under JNNURM (5 of 4 marks each)	20
b.	Experience and capabilities of the consulting firm Total experience in consultancy-5 (1 mark per 2 years' experience) Relevant project experience of the consulting firm in Hill Areas-5 (1 marks per project of 'Similar Assignments' in Hill Area) Experience in plan formulation using GIS database - 5 (1 mark per completed project/ongoing project)	15
3.	<b>Adequacy of the proposed work plan in response to ToR (Accompanied by the Presentation)</b>	15
a.	Understanding the ToR	3
b.	Approach Concept Design and Methodology suggested	4
c.	Adequacy of the proposed work plan	3
d.	Write-up on the topic <b>"Regional Plan formulation in India with special reference to Himachal Pradesh"</b>	5
3.	<b>Qualifications and competence of the key professional staff for the assignment</b>	40

Sr. No.	Criteria	Total points
a.	Team Leader/Project Coordinator	7
b.	Urban Planner/Physical Planning Expert	6
c.	Transportation Planning Expert	6
d.	Socio Economic Expert	6
e.	Urban Infrastructure Specialist/Expert	5
f.	Environmental Expert	5
g.	Remote Sensing/ GIS Expert	5
	<b>Total Score</b>	<b>100</b>

Illustrative list of “**Similar Assignments**” completed and approved/notified:

- Formulation of Regional Plan for a region/sub-region.
- Formulation of Master/Development Plan.
- Spatial Planning for New Town/ Industrial Townships.
- Preparation of Smart City Proposals/Plans.

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

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

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

Sr. No.	Expert	Educational Qualification / experience	Specific experience on project of Regional/Development Plan of city
1.	Team Leader/Project Coordinator	Masters in Urban/ Town & Country Planning/ Urban and Regional Planning	<ul style="list-style-type: none"> <li>▪ At least 15 years’ of professional experience in the field of Urban and Regional Planning with knowledge of GIS.</li> <li>▪ Team leader for minimum 2 Similar assignments.</li> </ul>
2.	Urban Planner/Physical Planning Expert	Masters in Urban/ Town and Country Planning	<ul style="list-style-type: none"> <li>▪ 10 years’ professional experience in field of Urban &amp; Regional Planning</li> <li>▪ 10 years’ experience of having worked on Similar assignments.</li> </ul>
3.	Transportation Planning Expert	Masters in Transport Planning/ Transport Engineering	<ul style="list-style-type: none"> <li>▪ 10 years’ experience in transport projects, inter-urban road investment projects. Knowledge of transport demand analysis, total transportation costs and economic evaluation; Managing traffic surveys and studies, network analysis and strategies (Similar assignments)</li> </ul>
4.	Socio Economic	Master’s in Sociology /	<ul style="list-style-type: none"> <li>▪ 10 years’ experience in social and economic assessments and</li> </ul>



Sr. No.	Expert	Educational Qualification / experience	Specific experience on project of Regional/Development Plan of city
	Expert	Economics/ Urban & Regional Planning	analysis; social/ resettlement experience in development projects (similar assignments)
5.	Urban Infrastructure Specialist/Expert	Masters in Infrastructure Planning or M.Tech. in Civil Engineering	<ul style="list-style-type: none"> <li>8 years' experience in assessment and design of civic services i.e. water supply, sewerage, solid waste management, and storm water. Demand surveys, resources, network analysis, costs and economics, assessments of development projects. (Similar assignments)</li> </ul>
6.	Environmental Expert	Masters in Environmental Engineering/ Environmental Planning	<ul style="list-style-type: none"> <li>8 years' experience in Environmental Impact Assessment of Urban Infrastructure and other projects. (Similar assignments)</li> </ul>
7.	Remote Sensing/ GIS Expert	M.Tech/Post Graduation/ M.Sc/ PG Diploma certificate course in Geo-Informatics/ GIS and Remote Sensing	<ul style="list-style-type: none"> <li>8 years' professional experience in relevant applications of GIS and remote sensing in Urban and Regional Planning, Town Development Schemes/ CDPs/CMPs etc. (Similar assignments)</li> </ul>

9.10 The minimum technical score required to pass is: 70%

### 9.11 Opening and Evaluation of Financial Proposals

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

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

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

9.15 The Final Evaluation shall be done by the Department as specified in the Clause 2.7 above.



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

- 10.1 **Discussions/negotiations/clarifications** will be held in order to reach agreement on all points and sign a contract.
- 10.2 Discussions/negotiations/clarifications will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Department and Consultant will then work out final Terms of Reference, staffing, staff-months, logistics, and reporting which will be incorporated in the Contract.
- 10.3 **Discussions/ clarifications** will be held at the address given above on date set by mutual convenience.

**11. Award of Contract**

- 11.1 The contract will be awarded after the tendering process is complete. The Director will promptly notify other consultants that they were unsuccessful and return their EMDs.
- 11.2 The contract shall be awarded for each region separately. The consultant securing highest combined technical & financial score for a particular Region shall be invited for negotiations and contract with TCP Department., where, upon successful negotiation, the work will be awarded to the firm. However, one Consultant will be awarded only one Region. Director, TCP shall be the competent authority in this regard whose decision shall be final and binding to all. TCP Department reserves the right to accept or reject any or all the proposals without assigning any reason thereof. TCP Department also reserves the right to call for additional information from applicant firms.
- 11.3 On award of the consultancy, the Consultant should be required to enter into an agreement with Director for the successful completion of the Consultancy as per the Terms and Reference.
- 11.4 The firm is expected to commence the assignment on the date and at the location specified in the Contract.
- 11.5 Termination of the Contract will be in accordance with provisions of the Para 2.6 of General Conditions of Contract. In case of dispute the matter will be referred to an arbitrator as specified by the Director.
- 11.5 The Director will provide the relevant data/reports available. Collecting any other data relevant to the assignment will be the responsibility of the consultants. The Director will provide the necessary introductory letter to get information from other concerned agencies/departments, wherever applicable.

**12. Confidentiality**

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

**13. Other conditions of payment**

- (i) No separate TA/DA would be payable in addition to Consultancy fee.
- (ii) The TDS as applicable under the law would be deducted by the Client from the amount payable as Consultancy fee.
- (iii) In case of delay in the conduct of consultancy services within the time fixed or in the event of repudiation of the contract, the Director, Town and Country Planning Department, reserves the right to recover liquidated damages, including administrative expenses, for breach of contract, a sum equivalent to 0.5% (half percent) of total contractual value, which the Consultant has failed to deliver within the period fixed for delivery for each week or part thereof during which delivery is in arrears subject to an overall ceiling of 10% of the total contract price.
- (iv) The successful bidder will have to provide a **Performance Guarantee for 10%** of the Consultancy fee at the time of signing the Contract Agreement as per the following details:
  - The performance guarantee is to be valid up to the last day of support period.
  - This shall have to be furnished by the Consultant within 15 days from the date of issue of a letter accepting the offer of the assignment.
  - The performance guarantee shall be submitted in the prescribed form (Section 6, Appendix-E) from any scheduled commercial bank appearing in the second schedule of RBI incorporated in India.
  - The Performance Guarantee Bond and/or any amendment thereto shall be executed on a stamped paper of requisite money value in accordance with Indian laws.
  - No other form of Guarantee shall be acceptable.

## SECTION 4. TECHNICAL PROPOSAL - STANDARD FORMS

[Letterhead of Consultant]

To

The Director,  
Town & Country Planning Department,  
Block 32-A, SDA Complex, Kasumpti, Shimla-9.  
Phone: 0177-2622494  
Fax: 0177-2625787  
Email: tcp-hp@nic.in

**Sub: Consultancy Services for preparation of Regional Plan for Solan and Lahaul & Spiti Region in Himachal Pradesh - Submission of Technical and Financial Proposal**

Sir,

We, the undersigned, offer to provide the consulting services for the above assignment in accordance with your Request for Proposal vide advertisement dated [Date]. We are hereby submitting our Proposal for preparation of Regional Plan for Solan and Lahaul & Spiti Region in Himachal Pradesh.

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

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

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

Yours sincerely,

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

Encl: 1. Technical Proposal along with EMD (in sealed cover)  
2. Financial Proposal (in sealed cover)  
3. CD containing editable copy (MS-Word) of Technical Proposal

**Technical Proposal – Standard Forms**

4A.	General
4B.	Five major projects executed
4C.	Relevant project experience of the Consulting Firm in Hill Areas
4D.	Qualification and Experience of Key Professionals
4E.	Write-up on the topic <b>“Regional Plan Formulation in India with special reference to Himachal Pradesh”</b>
4F.	Firm’s references
4G.	Comments and suggestions on the Terms of Reference and on data services and facilities to be provided by the Department
4H.	Description of the methodology and work plan for performing the assignment
4I.	Team Composition and Task Assignments
4J.	Format of Curriculum Vitae of proposed key professional staff and team
4K.	Time schedule for key professional personnel
4L.	Activity (work) schedule

**4A. General**

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

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

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

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

FY 2016-17: \_\_\_\_\_ Cr. INR

FY 2017-18: \_\_\_\_\_ Cr. INR

**Note: Only those firms should apply whose Average Annual Turnover is not less than Rs. 7.5 Crores (Rs. Seven and a half Crores only) for above mentioned last five (5) consecutive financial years and the Networth is not less than 5.0 Crores as on 31<sup>st</sup> March, 2018. For consortium, the lead firm must conform to this criterion.**

**4B. Five major projects executed**

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

1						(completed / under progress) as on date	Year of completion	
2								
3								
4								
5								

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

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

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

Sl. No.	Field of Expertise	Qualifications			Experience				
		Ph D	P G	Graduate	Total	In relevant projects	Names of corresponding project	Hill Area Project Experience	National / International Experience
1	Team Leader/Project Coordinator								
2	Urban Planner/Physical Planning Expert								
3	Transportation Planning Expert								
4	Socio Economic Expert								
5	Urban								

	Infrastructure Specialist/Expert								
6	Environmental Expert								
7	Remote Sensing/ GIS Expert								

Illustrative relevant fields/ similar assignments to be used shall be as follows:

- Formulation of Regional Plan for a region/sub-region.
- Formulation of Master/Development Plan.
- Spatial Planning for New Town/ Industrial Township.
- City Development Plan under JNNURM.
- Preparation of Smart City Proposals/Plans.

**Note: Only those firms should apply who have not less than 10 years' experience in the relevant field. For consortium, all firms must conform to this criterion.**

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



**4F. Firm's References**

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

**4F(i). Relevant services carried out in the last five years that best illustrate qualifications**

Firm's Name:

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

**4F(ii). Particulars and Experience of firm(s)**

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

S. N o.	Field of specializat ion	Name of consulti ng firm	Assignm ent Name (Hill Area assignme nts may be specifical ly mentione d)	Na me of Clie nt	Whether participa ted as individu al consultin g firm/ member of consortiu m, if member of consortiu m mention the consortiu m lead	Proje ct Cost in Rs.	Stage of Project executio n on ground (initiate d/ in progress / complet ed)	Any other relevant informat ion
1	2	3	4	5	6	7	8	9
1								
2								
3								
4								
5								

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

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

- Formulation of Regional Plan for a region/sub-region.
- Formulation of Master/Development Plan using GIS database.
- Spatial Planning for New Town/ Industrial Townships.
- Planning and implementation using GIS in respect of urban sector projects like water supply, sewerage, national highway/ metro/ similar large infrastructure projects etc.
- City Development Plan under JNNURM.
- Preparation of Smart City Proposals/Plans.

#### 4F(iii). Experience of the Consulting Firm

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

**4G. Comments & Suggestions of Consultants on the Terms of Reference and on Data, Services & Facilities to be provided by the Client**

On the Terms of Reference:

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

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

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

#### **4H. Description of the Methodology & Work Plan for Performing the Assignment**

#### 4I. Team Composition & Task Assignments

##### 1. Technical/Managerial Staff

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

##### 2. Support Staff

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

#### 4J. Format of Curriculum Vitae (CV) for Proposed Key Professional Staff

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

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

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

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

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

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

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

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

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

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

Education:

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

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

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

Languages:

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

**Certification:**

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

\_\_\_\_\_

[Signature of expert member]  
Firm]

[Signature of authorized representative of

Date: Day/Month/Year

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

Full name of authorized representative:

\_\_\_\_\_



**4K. Time Schedule for Key Professional Personnel**

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

Full-time:

Part-time:

Reports Due:

Activities Duration:

Signature

(Authorized

Representative):

Full Name:

Title:

Address:

#### 4L. Activity\* (Work) Schedule

##### A. Field Investigation and Consultancy Items

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

##### B. Completion and Submission of Reports

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

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

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

### **Contents**

- 5A. Financial Proposal Submission Form
- 5B. Summary of Financial Proposal

## 5A. Financial Proposal Submission Form

[Location, Date]

To

The Director,  
Town & Country planning Department,  
Block 32-A, Kasumpti, Shimla-9.  
Phone: 0177-2622494  
Fax: 0177-2625787  
Email: tcp-hp@nic.in

**Sub: "Consultancy Services for preparation of Regional Plan for Solan and Lahaul & Spiti Region in Himachal Pradesh" - Financial Proposal**

Sir,

We, the undersigned, offer to provide the consulting services for the above assignment in accordance with your Request for Proposal vide advertisement dated [Date] for preparation of Regional Plan for Solan and Lahaul & Spiti Region in Himachal Pradesh.

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

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

Financial Proposal - original + 2 copies

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

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

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

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

**5B. Summary of Financial Proposal**

<b>Sr. No.</b>	<b>Region</b>	<b>Amount (Rs.) (Both in figures and words)</b>		
		<b>Bid Amount exclusive of Taxes</b>	<b>Taxes as applicable</b>	<b>Total</b>
<b>1</b>	Solan			
<b>2</b>	Lahaul & Spiti Region			
	<b>Total</b>			

## SECTION 6. STANDARD FORM OF CONTRACT

### **Contract for Consultancy Services for Preparation of Regional Plan for (name of Region) in Himachal Pradesh**

Between  
**Town and Country Planning Department, Himachal Pradesh**  
and  
[Name of Consultant]



**Government of Himachal Pradesh  
Town and Country Planning Department  
Block 32-A, SDA Complex, Kasumpti, Shimla-9.  
Phone: 0177-262494, Fax: 0177-2625787, Email: tcp-hp@nic.in  
[www.tcp.hp.gov.in](http://www.tcp.hp.gov.in)**

**[Month, 2019]**

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## I. FORM OF CONTRACT

### Lump Sum Remuneration

This CONTRACT (hereinafter called the "Contract") is made the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2019, between Director, Town and Country Planning Department, Government of Himachal Pradesh (hereinafter called the Client which includes its assigns, executors & administrator), and M/s \_\_\_\_\_ (hereinafter called Consultants), a company \_\_\_\_\_, and having its registered office at \_\_\_\_\_ through \_\_\_\_\_, duly appointed its General Attorney. Certified photocopy General Power of Attorney is annexed herewith; Consultants include its assigns, executors and administrators.

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

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

#### WHEREAS

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

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

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

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

Appendix A: Description of the Services \_\_\_\_\_

Appendix B: Reporting Requirements \_\_\_\_\_

Appendix C: Key Personnel and Sub-consultants \_\_\_\_\_

Appendix D: Services and Facilities Provided by the Client \_\_\_\_\_

Appendix E: Form of Performance Guarantee \_\_\_\_\_

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

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

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

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

By  
(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF CONSULTANT]

By  
(Authorized Representative)

## **II. GENERAL CONDITIONS OF CONTRACT**

### **1. GENERAL PROVISIONS**

#### **1.1 Definitions**

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

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

#### **1.2 Law Governing the Contract**

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

### **1.3 Language**

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

### **1.4 Notices**

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

### **1.5 Location**

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

### **1.6 Authorized Representatives**

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

### **1.7 Taxes and Duties**

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

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

### **2.1 Effectiveness of Contract**

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

### **2.2 Commencement of Services**

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

### **2.3 Expiration of Contract**

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

## **2.4 Modification**

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

## **2.5 Force Majeure**

### **2.5.1 Definition**

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

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

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

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

### **2.5.3 Extension of Time**

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

### **2.5.4 Payments**

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

## **2.6 Termination**

### **2.6.1 By the Client**

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of

the events specified in paragraphs (a) through (d) of this Clause 2.6.1 and sixty (60) days' in the case of the event referred to in (e):

- (a) if the Consultants do not perform their obligations under this Contract, within thirty (30) days of receipt after being notified
- (b) if the Consultants become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

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

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

### **2.6.2 By the Consultants**

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

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

### **2.6.3 Payment upon Termination**

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

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

#### **2.6.4 Failure and Termination**

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

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

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

#### **3.1 General**

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

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

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

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

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

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

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

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

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

### **3.3 Confidentiality**

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

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

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

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

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

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

### **3.6 Reporting Obligations**

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

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

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon



termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

#### **4. CONSULTANTS' PERSONNEL**

##### **4.1 Description of Personnel**

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

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

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

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

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

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

##### **5.1 Assistance and Exemptions**

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

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

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

##### **5.3 Services and Facilities**

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

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

### **6.1 Lump Sum Remuneration**

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

### **6.2 Contract Price**

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

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

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

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

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

## **7. SETTLEMENT OF DISPUTES**

### **7.1 Amicable Settlement**

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

### **7.2 Dispute Settlement**

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

## **8. MAXIMUM LIABILITY & INDEMNITY OF CONSULTANT**

Notwithstanding anything contained in the agreement or elsewhere in connection with rendering of services on the Project, the maximum aggregate liability of the Consultant pursuant to any covenant and/or any indemnities under no circumstances shall exceed the amount of the fees received by the Consultant as on the date of raising of claim by the Client.

### III. SPECIAL CONDITIONS OF CONTRACT

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

1.6 The Authorized Representatives are:

For the Client:

[name & address of Nodal Officer]

For the Consultant:

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

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

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

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

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

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

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

#### **7.2 Dispute Settlement**

Any Dispute or differences whatsoever arising between the parties out of or relating to the implementation, meaning and operation or effect of this agreement or its execution or the breach thereof shall be settled by

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

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

## IV. APPENDICES

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

## **Appendix A**

### **Description of the Services**

As per Bid Document.

## **Appendix B**

### **Reporting Requirements**

As per Bid Document.

## **Appendix C**

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

(Refer Clause 4.1 of General Conditions of Contract)

List under:

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



## **Appendix D**

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

1. Development Plans of all the Planning Areas/Special Areas falling within the Region.
2. Base Maps, if any, available with the Department.
3. Reports available with the Department relevant to the assignment.
4. Office space of 10' x 12' (approx.)

## Appendix E

### Form for Performance Guarantee

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

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

Sir,

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

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

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

2. This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that the Client may now or at any time have in relation to the Consultant's obligation/ liabilities under and/or in connection with the said contract and the Client shall have full authority to take recourse to or reinforce this security in preference to the other security (ies) at its sole discretion, and no failure on the part of the Client in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.

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

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

5. Notwithstanding anything contained herein:

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

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

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

Yours faithfully,

(Signature)

Name & Designation  
Name of the Bank