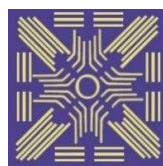


RFQ-cum-RFP Document
for
Preparation of Functional Plan
On
Smart and Digital NCR - 2047



23.01.2025

National Capital Region Planning Board
Ministry of Housing and Urban Affairs
New Delhi

Core 4-B, First Floor, India Habitat Centre,
Lodhi Road, New Delhi -110003
Website: <http://ncrpb.nic.in>

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**NATIONAL CAPITAL REGION PLANNING BOARD**

(A Statutory Body under Ministry of Housing & Urban Affairs, Govt. of India)
1st Floor, Core-4B, India Habitat Centre, Lodhi Road, New Delhi-110003

File No. Y-13/77/2022 (E-9132923)

Dated: 23.01.2025

Notice Inviting Tender (NIT) for Preparation of Functional Plan

National Capital Region Planning Board (NCRPB), New Delhi invites sealed bids from National and International Consulting Entities / Organizations/ Joint Ventures/ Consortiums etc. for undertaking works relating to preparation of Functional Plan on 'Smart and Digital NCR-2047' as per Regional Plan 2041 proposals for National Capital Region Area.

The RFQ-cum-RFP document containing the Terms of Reference (ToR), Details of Qualification and Evaluation Criteria etc. along with bid submission date etc. can be downloaded along with the draft Contract Agreement from the website of NCRPB i.e. <http://ncrpb.nic.in/tenders>.

Sd/-

Member Secretary



राष्ट्रीय राजधानी क्षेत्र योजना बोर्ड

(आवासन और शहरी कार्य मंत्रालय, भारत सरकार के तहत एक सांविधिक निकाय)

पहली मंजिल, कोर-4 बी, इंडिया हैबिटेट सेंटर, लोधी रोड, नई दिल्ली-110003

फाइल संख्या वाई-13/77/2022 (ई-9132923)

दिनांक : 23.01.2025

कार्यात्मक योजनाओं की तैयारी के लिए निविदा आमंत्रण सूचना (एनआईटी)

राष्ट्रीय राजधानी क्षेत्र योजना बोर्ड (एनसीआरपीबी), नई दिल्ली राष्ट्रीय राजधानी क्षेत्र के लिए क्षेत्रीय योजना -2041 प्रस्तावों के अनुसार 'स्मार्ट और डिजिटल एनसीआर-2047' पर कार्यात्मक योजना की तैयारी से संबंधित कार्य करने के लिए राष्ट्रीय और अंतरराष्ट्रीय परामर्श संस्थाओं/संगठनों/संयुक्त उद्यमों/संघों आदि से मुहरबंद निविदाएं आमंत्रित करता है।

संदर्भ की शर्तों (टीओआर), योग्यता का विवरण और मूल्यांकन मानदंड इत्यादि का आरएफक्यू-सह-आरएफपी दस्तावेज़ और बोली प्रस्तुत करने की तिथि इत्यादि के लिए एनसीआरपीबी की वेबसाइट यानी <http://ncrpb.nic.in/tenders> से ड्राफ्ट अनुबंध समझौते के साथ डाउनलोड किया जा सकता है।

ह/-

सदस्य सचिव

National Capital Region Planning Board
(Ministry of Housing and Urban Affairs, Govt. of India)
Core 4-B, First Floor, India Habitat Centre,
Lodhi Road, New Delhi-110003

NOTICE INVITING TENDER

National Capital Region Planning Board (NCRPB), New Delhi invites sealed bids from national and international consulting firms/ organizations/ joint ventures/ consortiums etc. for undertaking works relating to preparation of Functional Plan as per Draft/ Final Regional Plan-2041 for NCR for **Preparation of the Functional Plan for Smart and Digital NCR- 2047**

2. The Bid document containing the Terms of Reference (ToR), Details of Qualification and Evaluation Criteria, List of documents to be submitted etc. is enclosed. The same can also be downloaded from the website of NCRPB (<http://ncrpb.nic.in/tenders>)

3. The tender Schedule is given below:-

S. No.	Name of Activity	Date & Time
i)	Advertisement Publishing Date	23 rd January 2025
ii)	Issue of Document (Document download start date)	23 rd January 2025
iii)	Queries, Clarification, Comments/Suggestions. if any through e-mail (only in MS Word format)	03 rd February 2025
iv)	Pre-Bid Conference Time & Venue	04 th February 2025 The venue and schedule with date and time to be specified on NCRPB website. May refer NCRPB website for update.
v)	Last date & time of submission of Bid	20 th February 2025 (1700 hrs)
vi)	Date & Time of Opening of Technical Bid	25 th February 2025. The venue to be specified on NCRPB website. May refer NCRPB website for update.
vii)	Date, Time & Venue of presentations	Date, Time and Venue to be specified on NCRPB website.
viii)	Date & Time of Opening of Financial Bid	Date, Time and Venue to be specified on NCRPB website. May refer NCRPB website for update.
ix)	Validity of Bid	180 days from the last date of submission of Bid

4. Earned Money Deposit: Rs. 3,00,000/- (Rs. Three lakh) for Preparation of the Functional Plan for Smart and Digital NCR- 2047.
5. Bid Security / Earnest Money Deposit (EMD) is required to be submitted by all the bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department [or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)]. The exemption and relaxation in EMD is subject to validity of their registration on the date of submission of their bid. The bid security/ EMD should be valid for a period of forty-five days beyond the final bid validity period.
6. The prospective Bidding Entities are required to submit the following documents along with the bid:-
- (i) Proof of profit making - Board approved Audited Account Statement duly signed by CMD/ MD/CA/ Authorized signatory or Annual Report duly approved by the Board/ Authorized Signatory indicating proof of profit making as required in the RFP document.
 - (ii) Proof of Earnest Money Deposit (EMD), as applicable
 - (iii) Copy of the Letter of Award w.r.t Consultancy/ Assignments
 - (iv) Letter of Priority, if applying for multiple Functional Plans
 - (v) Brief Note/ Proposal including, Comments & Suggestions on ToR, Suggested Methodology, Overview of proposed Work Plan
 - (vi) Technical Proposal with Standard Forms at Section-5 and Section-6
 - (vii) Financial Proposal with Standard Forms at Section-7

Supporting Documents:

- (i) Copy of Certificate of incorporation/ partnership Deed of the Bidder Entity(ies)
- (ii) Agreement of Consortium, as applicable
- (iii) Copy of PAN No./ Service Tax Registration/GST Registration Certificate

7. The interested Bidding Entities may submit their bids in three separate sealed envelopes, namely, Qualification documents (Proof of Profit Making & EMD), Technical Bid and Financial Bids in the prescribed format along with all requisite documents to the officer below latest by 20.02.2025 (1700 hrs.).

Director (A&F),
NCR Planning Board,
Core 4-B, First Floor, India Habitat Centre, Lodhi
Road, New Delhi-110003.

8. Queries, if any, may be referred in writing to Director (A&F), NCRPB at the above mentioned address or Telephone No. 011-24603138 or at E-mail- ncrpb-dr@nic.in.

Section-1: Background of National Capital Region

1.1 Introduction

- i) National Capital Region Planning Board (NCRPB) Act was enacted in 1985 by the Parliament of India with the concurrence of the constituent States to provide for the constitution of a Planning Board for the preparation of a plan for the development of the National Capital Region (NCR) and for coordinating and monitoring the implementation of such plan and for evolving harmonised policies for the control of land uses and development of infrastructure in the NCR so as to avoid any haphazard development of the Region.
- ii) The mandate of the NCRPB is to systematically develop India's NCR. The present NCR covers 55,083 Sq. Km. spanning 24 districts in three states (Haryana, Rajasthan, and Uttar Pradesh) and the National Capital Territory (NCT)-Delhi. The NCR's population was 58.16 million in 2011, as per the Census of India. The constituent areas of NCR are briefly described in **Attachment 1**.
- iii) NCT-Delhi and the three NCR states are of considerable importance to India's economy. According to the Oxford Economics data, 2016, Delhi Extended Urban Agglomeration (EUA)-comprising Delhi, Gurugram, Faridabad, Noida and Ghaziabad contributes 370 Billion USD GDP1 and has accordingly been recognized as the economic capital of India, overtaking Mumbai-EUA. Delhi-EUA, as the largest sub-economy in India contributes about 8% to National economy and attracts a large number of people from across the country. Therefore, contribution of the entire NCR to the national economy, would obviously be much higher. NCR is also one of the most vibrant global economic regions. Delhi NCR had attracted 20% of Foreign Direct Investment (FDI) in the country amounting to Rs. 2,49,023 Cr (USD 49,410 million) during 2010-15. This further increased to about 25% of FDI received by the country during April-December 2018-19.

1.2 Legal Framework for preparation of Functional Plans

Section 16 of NCRPB Act, 1985:

“After the Regional Plan has come into operation the Board may prepare, with the assistance of the Committee, as many Functional Plans as may be necessary for proper guidance of the participating States and of the Union Territory.”

Accordingly, for guidance of the NCR participating States and Union Territory, NCR Planning Board has earlier prepared five functional plans to elaborate one or more elements of the NCR Regional Plan 2021 (NCR RP 2021), notified in 2005.

Section-2: Aims & Objectives

2.1 Intention

- (i) NCR Planning Board intends to prepare Functional Plan for NCR for the perspective year 2047 with respect to various aspects as per the requirement of its Draft/ Final Regional Plan-2041 proposals. Accordingly, the Office of NCR Planning Board, Core 4-B, First Floor, India Habitat Centre, Lodhi Road, New Delhi-110003 invites RFQ-cum-RFP document for Comprehensive Consultancy regarding preparation of preparation of the Functional Plan for Smart and Digital NCR- 2047.
- (ii) **Letter of Award (LoA) for work will be limited to maximum two Functional Plans for a single bidding entity for the Functional Plans being prepared by NCRPB under the provision of NCR-DRP/ RP 2041**, as per the priorities indicated in the submissions by the applicant/ bidding entity. Bidders, who have been considered for two Functional Plan proposals will not be considered for final selection for rest of the Functional Plan works, even if their bid is H1 (Highest Combined Score), as per criteria. May refer Section 3.1 (vi).

2.2 Need for Preparation of Functional Plan

- (i) As per the provisions under Section 7 (a) of the NCRPB Act, 1985, NCRPB has to prepare the Regional Plan (RP) and Functional Plans for NCR. The Board had prepared the RP-2001 and RP-2021 with the active participation of NCR constituent States of Haryana, Rajasthan, Uttar Pradesh and NCT-Delhi; concerned Central Ministries and experts, for promoting sustainable development in the region to improve the quality of life. Further, certain Functional Plans were also prepared for the guidance of the NCR participating States.
- (ii) NCRPB is in the process of finalising Regional Plan for horizon year 2041. The vision of the NCR Draft/ Final Regional Plan 2041 is – *“To provide a long term plan for development of the technology driven, future-ready National Capital Region of New Vibrant India, with citizen-centric infrastructure for building an economically prosperous region aligned with sustainable development goals.”* The draft Regional Plan-2041 is available on the website of NCRPB.
- (iii) NCR is expected to be the world’s most populous capital region by 2030–2031. There is a unique opportunity to undertake coordinated planning and informed investments in the NCR.
- (iv) The priority areas for the draft NCR RP-2041 are urban regeneration; future-ready infrastructure; multimodal transport and logistics; industries; micro, small, and medium-sized enterprises; economic corridors; tourism; MICE and leisure; farm incomes and traditional economy; skill development and employment; smart and digital NCR; and business climate improvement. RP-2041 proposals including Transit Oriented Development (TOD); high Floor Area Ratio (FAR) (i.e., dense development); Transferable Development Rights (TDR); vertical and brownfield redevelopment; mixed land use; and affordable rental housing, are transformative in nature, and will help meet the challenges that accompany rapid urbanization.

- (v) In addition to earlier Functional Plans (e.g., Transport, Ground Water Recharge, Drainage, Economic Development, and Micro and Household Enterprises) prepared as per RP-2021, it is now equally important to prepare Functional Plans for various aspects of the RP-2041. **It is expected that the Functional Plans will provide strategies, approaches, guiding principles, list of identified infrastructure projects with cost estimates, location specific proposals/ details, etc. in line with the overall policies and proposals of the DRP/ RP-2041. However, detailed outputs expected from Functional Plan on Smart and Digital NCR-2047 are brought out in section 4 of this RFQ cum RFP document.** It is expected that there will be a demonstration effect that leads to replication of development strategies in other urban areas in India, as well as potential downstream investment in socio-economic infrastructure in the NCR.
- (vi) Further, to catalyse growth, the Functional Plan must be inclusive and citizen centric. It is also important to address implementation of the Functional Plan, including inter-governmental collaboration and effective governance systems, as well as technological and smart-digital interventions.

2.3 Selection

A consulting bidding entity will be selected as per the procedure described in the tender document which includes the following:

Section 1 - Background of National Capital Region

Section 2 - Aims & Objectives

Section 3 – Information to Bidding Entity

Section 4 - Terms of Reference

Section 5 - Qualification - Standard Forms

Section 6- Technical Proposal - Standard Forms

Section 7 - Financial Proposal - Standard Forms

Section 8 - Standard Form of Contract

Section-3: Information to Bidding Entities

3.1 General Conditions

- (i) NCR Planning Board henceforth referred as 'Client' will award the assignment in accordance with the method of selection indicated in **para 3.6**, for carrying out the assignment for preparation of the Functional Plan, as listed above in **para 2.1 (i)**.
- (ii) The bidding entities are required to submit Qualification documents (Proof of Profit Making & EMD), Technical Bid and Financial Bid in separate sealed covers for Consulting Services required for the Assignment named in **para 2.1(i)**. The proposal will form basis for evaluation and ultimately for a signed contract with the selected bidding entity.
- (iii) The Bidding entities should be profit making at least in 03 years of last 05 consecutive financial years ending FY 2023-24. Bidding entities should submit appropriate proof in this regard, failing which the proposal/bid could be treated as non-responsive and summarily rejected without opening Technical and Financial bids.
- (iv) The Bidding entities are required to submit their proposals written in English. Each page of the proposal should be signed and stamped.
- (v) The bidding entities should submit their bid **for Functional Plan proposal**, in the prescribed format, in 03 separate sealed envelopes with regard to following:
 - a) Qualification documents (Proof of Profit Making & EMD)
 - b) Technical Proposal
 - c) Financial Proposal
- (vi) In case, a bidding entity is already selected as a successful bidder for other Functional Plan(s) preparation Assignment, as per earlier published RFQ-cum-RFPs under DRP/RP 2041, it should be clearly mentioned in the proposal, as one bidding entity shall not be awarded overall more than two works (FPs), if bids of such Functional Plans are floated post 2021. In case, a bidding entity is applying for more than one Functional Plan preparation Assignment, a clear mention of its priority amongst the proposals be mentioned as one bidding entity shall not be awarded more than two works (FPs) being prepared by NCRPB under the provisions of NCR-DRP/ RP 2041, including such works awarded post 2021 by the NCRPB.
- (vii) Bidding entities meeting the qualification criteria shall be invited for presentation of proposal as decided by NCRPB.
- (viii) Assignment shall be implemented in accordance with the stages indicated in **para 3.2**. The performance of the contract under each stage must be to the client's satisfaction before work begins on the next phase.
- (ix) The bidding entities must familiarise themselves with local conditions, National and International best practices and take them into account in preparing their proposals.
- (x) Pre-bid conferences will be held for the functional plan assignment as specified in the **para 3.8**. Bidding entities are encouraged to attend the conference before submitting their proposals.
- (xi) The Client will provide the data/ reports available with NCRPB. Collecting any other information relevant to the assignment will be the responsibility of the successful bidding entity. Client will provide the necessary introductory letter to get the information from other concerned agencies / departments, wherever applicable.

- (xii) The costs of preparing the proposal and of negotiating the Contract, including visit to the Client, etc. are not reimbursable and the Client will not accept any of the proposals submitted.
- (xiii) Client policy requires that the successful bidding entity provides professional, objective and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. The successful bidding entity shall not be hired for any assignments that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out assignments in the best interests of the Client.
- (xiv) Any previous or ongoing participation in relation to the assignments by the bidding entity, its key professionals, staff, or its affiliates or associates under a contract with the Client may result in rejection of the proposal. The bidding entity should clarify their situation in that respect with the Client while preparing the proposal.
- (xv) Bidding entity shall not have been declared in-eligible for corrupt and fraudulent practices. Bidding entity shall be aware of the provisions of fraud and corruptions stated in the standard contract.
- (xvi) **"An International bidding entity is allowed to bid if it has its registered branch office in India. Such Indian entity of International company/firm can bid individually or in JV/Consortium" wherein Indian entity/India office of International Bidder should have at least 51% share in JV/Consortium.**
- (xvii) Exiting from JV/Consortium may be allowed by client in only genuine, compelling reasons subject to prior written approval of client. The replacement with equal strength partner entity will be allowed, with the prior written approval of Client, failing which *Force Majeure* / termination will be applicable, as per the Contract.
- (xviii) No changes shall be made in the Key Personnel. In case it becomes incumbent to change any one of key personnel, the Consultants may do so only after providing as a replacement a person of equivalent or better qualifications with prior written approval of the replacement personnel by the MS-NCRPB.
- (xix) The successful bidding entity has to submit the Acceptance Letter within 07 days from the Letter of Award (LoA), else it could be deemed as rejection.
- (xx) The Contract has to be signed by the successful bidding entity within 07 days from the acceptance of the Assignment.
- (xxi) Performance guarantee @ 05% of contract value valid for period of 18 months beyond the approval of final report and six months beyond end of contract (including extended contract) which ever is later shall be submitted by successful bidding entity within 07 days of LoA acceptance or before contract signing, whichever is earlier, but in any case before signing of contract. The EMD of successful entity will thereafter be released by the client.
- (xxii) The successful entity will also be required to take out an insurance within 07 days of LOA acceptance or before contract signing whichever is earlier. This shall be in form of a Professional Liability Insurance, with a minimum coverage equal to total contract value for this consultancy and valid for 24 months after final approval of Report by Client.
- (xxiii) Documents Prepared by the Consultant to be the Property of the Client: All plans, drawings, specifications, designs, reports and other documents and software submitted by

the Consultants 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 as specified in the Contract Agreement, clause 3.2.2. The final submission of the project will also include source code, the project/portal coding, database, flow charts, copyrights and admin rights. It will be the exclusive property of NCRPB.

- (xxiv) The consultant will ensure all deliverables are in editable digital formats.
- (xxv) Confidentiality and data security clauses will apply as per relevance provision in this document.
- (xxvi) If consultancy is discontinued at any time by NCRPB, then the Consultant shall be paid pro-rata for the work done till that time.
- (xxvii) NCRPB shall share data available with it, with the consultant

3.2 Deliverables and Time/ Payment Schedule

The time-schedule for completion of various stages and payment schedule shall be as per the following: -

Deliverables, Completion Time for Various Stages and Payment Schedule

S. No.	Stage Report/ Deliverables	No. of copies	Schedule	Cumulative Time Period* (from date of LoA acceptance by the selected consultant)	Payment Schedule (% of total approved Cost)
1	Inception Report	15 Hard + soft copy	06 weeks	06 weeks	10% will be released only after duly verifying the quality, usefulness, implementability and acceptance & approval of inception Report by NCRPB
2	Interim Report	15 Hard + soft copy	14 weeks	20 weeks	15% will be released only after duly verifying the quality, usefulness, implementability and acceptance & approval of interim Report by NCRPB
3	Draft Report (including observations and suggestions)	15 Hard + soft copy	18 weeks	38 weeks	20% will be released only after duly verifying the quality, usefulness, implementability and acceptance & approval of Draft Final Report by NCRPB

S. No.	Stage Report/ Deliverables	No. of copies	Schedule	Cumulative Time Period* (from date of LoA acceptance by the selected consultant)	Payment Schedule (% of total approved Cost)
4	Final Report	30 Hard + soft copy	10 weeks	48 weeks	20% will be released only after duly verifying the quality, usefulness, implementability and submission of Final Report
5	Approval of Report / Functional Plan	30 Hard + soft copy	Subject to approval	Subject to approval	25% will be released only after duly verifying the quality, usefulness, implementability and acceptance & approval of Final Functional Plan.
6	Handholding Support for one year after approval of Functional Plan for FP implementation				10% (2% each at the end of 1st, 2nd & 3rd quarter and remaining 4% at the end of 4th quarter) will be released as Final payment on satisfactory completion of handling support for one year"

Note:

- i) No advance payment for any purpose will be made to the successful bidding entity.
- ii) The successful bidding entity will be required to make one or multiple presentations (minimum up to 05 such presentations) before NCRPB and/or Consultancy Review Committee (CRC) /Planning Committee/ Project Sanctioning and Monitoring Group (PSMG)/ Board/ MoHUA/ NCR participating States/ any other relevant Ministry/ Department/ Agency, etc. within a week of submission or later of each of the above reports/ stage. The observations and suggestions conveyed by CRC/NCRPB will be incorporated by the successful bidding entity and revised Report to be submitted to NCRPB.
- iii) The payment will become due on approval of the stage report and on raising of bills/invoice by the successful bidding entity after the approval of the stage report. The processing time of the payment will be 90 days for final payment and 45 days for all other stage reports, calculated from the acceptance of the final report approval by the NCRPB Board and respective stage report by CRC and NCRPB for all other payments. Consultative process and statutory committee meeting is involved which is time taking.
- iv) The successful bidding entity is also required to present the progress of work in the review meetings convened by the NCRPB and shall comply with the decisions taken in these meetings regarding the assignment.
- v) The successful bidding entity is also required to present the progress of work to the NCRPB, CRC, and/or Planning Committee/ PSMG/ Board and/or MoHUA as and when required and shall comply with the instructions regarding this assignment.
- vi) The successful bidding entity shall provide post submission services/support at no additional cost to NCRPB till the final approval of the Functional Plan by the NCRPB Board.

- vii) The successful bidding entity will work in close coordination with all stakeholders well as with other consultant of the under FP for RP-2041
- viii) Success fee for completion within stipulated time - 02% over and above the fee if completed to the acceptance of NCRPB, in 44 weeks instead of 48 weeks for the preparation of Functional Plan.
- ix) Payments will be made to the account of the successful bidder according to the payment schedule as stated above. First payment shall be released as per the stages, but only after execution of performance guarantee by the successful bidder. Subsequent payments shall be made in accordance with the prescribed conditions on submission of bills by the successful bidder.

3.3 Support by Successful Bidding Entity after approval of Functional Plan

- (i) After approval of Functional Plan, the successful bidding entity will provide support for one year from the date of approval for the implementation of Functional Plan for taking the plan further for on boarding the states and facilitating them for implementation of the Functional Plan which could be through Roadshows, workshops, discussions and making presentations to various agencies/ departments, MoHUA, NCR participating States, etc., as and when required by the Client. The successful bidder can reduce its full time experts as per its comfort level in this period, subject to maintain quality of services to the client.
- (ii) At least 2 workshops for the Functional Plan for each stage with minimum 50 participants (excluding NCRPB officials) from NCR participating states, concerned Central Ministries/Departments and implementing agencies, to be conducted by the successful Bidder. All costs to be borne by bidder. This can be part of consultancy fee under the financial bid.

3.4 Procedure for Monitoring & Review of the Assignment

- (i) The successful bidding entity work will be monitored and reviewed by NCRPB and/or its committee.
- (ii) The successful bidding entity shall submit each of the above-mentioned deliverables as per the schedule mentioned above. This will be followed by a presentation to NCRPB within week of submission or later as required, wherein, NCRPB shall give its comments and suggestions in the form of feedback. Subsequently, the Consultant will incorporate all such comments and suggestions and submit the revised stage report with indexed Action Taken Report (ATR) on comments of NCRPB.
- (iii) In case of delay in submission of the above mentioned deliverables as per given schedule, a penalty of 0.5% per week of delay subject to maximum of 10% of the payment due in this regard shall be levied. Getting timely clearances from all concerned agencies and departments, required for the preparation of Functional Plan shall be the responsibility of successful bidder.
- (iv) If the report submitted by the successful bidding entity is found deficient in the requisite quality, the approving authority of NCRPB can accept the report while considering other factors with a penalty of up to 10% of the payment due in this regard to the successful bidding entity. This shall be independent to penalty referred to in point 3.4 (iii) above.

3.5 RFQ-cum-RFP document

- (i) The RFQ-cum-RFP document shall be downloaded from website of NCRPB free of cost. "Corrigendum, if any, would appear only on the above website and not to be published in any News Paper".
- (ii) The RFQ-cum-RFP document is not transferable to any other bidding entity.
- (iii) The intending bidding entities are advised to read the terms and conditions carefully.

The bidder should only submit his tender if he considers himself eligible and he is in possession of all the original documents required.

- (iv) Information and Instructions for bidding entity, available on Website(s) shall form part of Tender Document.

3.6 Method of Selection

- 3.6.1 For the proposed Functional Plan assignment, qualified and experienced reputed consulting entity is to be engaged on **Quality-and Cost-Based Selection (QCBS) method with quality-cost ratio of 80:20**. All bidding entities (leading partner in case of JV/Consortiums) need to submit the proof of being profit making in three of the last continuous five financial years (2019-20 to 2023-24) and the necessary EMDs as applicable need to be submitted along with the Functional Plan proposal, failing which the bidding entity will be considered rejected.
- 3.6.2 Technical Proposal will be evaluated for those bidding entities who submitted the proof of being profit making in three of the last successive five financial years (2019-20 to 2023-24) and the necessary EMDs as applicable along with the Functional Plan proposal. Financial bids will be opened only for those bidding entities who qualify technically i.e. for those who secure the **minimum Qualifying Marks 50% in the Technical Proposal**.
- 3.6.3 QCBS will be done for the Functional Plan/Assignment for Technically Qualified Proposals, based on Proposal Evaluation (para 3.14).
- 3.6.4 The Qualification details, Technical Proposal and Financial Proposal shall be submitted separately in print form, along with pdf version of Qualification details, and Technical Proposal in CD/DVD/Pendrive. [refer list of the documents given in the Notice Inviting Tender (NIT)].

3.6.5 Earnest Money Deposit (EMD)

Bidding entity (except Micro and Small Enterprise (MSE) as defined in MSE procurement policy by MSME, Registration Certificate of which needs to be enclosed with the Bid) shall submit Earnest Money Deposit (EMD) of Rs. 3,00,000/- (Rs. Three lakh) for Functional Plan for Smart and Digital NCR-2047, through RTGS/NEFT/DD. The Bank Account detail are as under:

Beneficiary Name: National Capital Region Planning Board

Name of Bank & Branch Address: State Bank of India, M-Block, Connaught Circus, New Delhi

Bank Account Number: 53048557394

IFSC Code: SBIN0030203

3.6.6 Refund/Adjustment of Earnest Money:

- a) Earnest money of the successful bidding entity shall be refunded on receipt of Performance Guarantee/Security.
- b) Earnest money of the unsuccessful bidding entities shall be refunded within 30 days from the receipt of acceptance of Letter of Award (LoA) by the successful bidding entity.
- c) No interest shall be paid on Earnest Money.
- d) Earnest Money shall stand forfeited -
 - (i) If the bid is withdrawn at any time before the validity period, or

- (ii) If the successful bidding entity fails to execute the contract and/or does not execute performance guarantee within the stipulated period.
- (iii) During the bidding process or even after execution of agreement or till the completion of this assignment, if any information is found wrong/ manipulated/ hidden in the bid, the decision of NCRPB regarding forfeiture of the EMD and rejection of bid or termination of contract, shall be final and shall not be called upon question under any circumstances.

3.6.7 Proposals must be submitted not later than the following date and time 20th February 2025 Time : 1700 Hours. (any changes in this Document or the schedule will be notified through NCRPB website).

3.7 Validity of proposal

- 3.7.1 Proposals must remain valid **180** days after the due date of submission until validity extended by the bidding entity. During this period, the bidding entity is expected to keep available the key professionals, staff proposed for the Assignment. The Client will make the best effort to complete the tendering process within this period. If the Client wishes to extend the validity period of the proposals, the bidding entity Shall do so.

3.8 Pre-Bid Conference

- 3.8.1 The bidding entity shall submit the pre-bid queries to NCRPB office on or before the date mentioned in RFQ-cum-RFP Document. Bidding entity requiring specific points of clarification may communicate with NCRPB office before the date of pre-bid meeting using the following format:

Sr. No	RFQ-cum-RFP Document Reference (s) (section number page)	Content of RFQ-cum-RFP	Points of clarification

- 3.8.2 Clarifications of the RFP may be requested by the bidding entity in writing only, by email mentioned below on or before the deadline mentioned in the RFQ-cum-RFP document. Telephone calls will not be accepted for clarifying the queries. The address for requesting clarifications is:

Address: Director (A&F), NCRPB, Core 4-B, First Floor, India Habitat Centre, Lodhi Road, New Delhi- 110003, Phone:- 011-24603138, Email: ncrpb-dr@nic.in

- a) The bidding entity or its official representative will be invited to attend the pre-bid meeting.
 - b) The purpose of the meeting will be to provide bidding entities with information regarding the RFP/RFQ and the project requirements, and to provide each bidding entity with an opportunity to seek clarifications regarding all aspect of the RFQ-cum-RFP document and the Assignment.
 - c) Pre-bid queries received after due date & time shall not be accepted under any circumstances.
- 3.8.3 Pre-bid conference will be held for the functional plan assignment as per the venue and schedule with date and time, as shall be mentioned/ updated on NCRPB website or online virtually. Bidding entities are encouraged to attend the conference before submitting their proposals.

- 3.8.4 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting bidding entity, modify the RFQ-cum-RFP documents by amendment. All the amendments made in the RFQ-cum-RFP document would be published on the NCRPB web-site as corrigendum.
- 3.8.5 The bidding entities are advised to regularly check the NCRPB web-site for updates. The Client may at its discretion extend the deadline for the submission of Proposals.
- 3.8.6 The costs of preparing the proposal, including visit to the Client, etc., are to be borne by the bidding entity.
- 3.8.7 Awarding the assignment will be in accordance with policies of Government of India, including policies on corrupt and fraudulent practices.

3.9 Preparation of Proposal

- 3.9.1 Bidding entities should be profit making in at least 03 years of last 05 consecutive financial years. Bidding entities should submit appropriate proof in this regard, failing which the proposal/bid will be rejected without opening Technical and Financial bids. Only those consultants whose responses are found satisfactory will be considered for evaluation of Technical Proposal.

3.9.2 Technical Proposal

Interested bidding entities shall submit information in the prescribed Qualification forms provided in **Section-5** of this document.

- a) In preparing the Technical Proposal, bidding entities are expected to examine the documents comprising this RFQ-cum-RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- b) The Technical Proposal should be submitted in Standard Forms provided in **Section-6** of this RFQ-cum-RFP document.
- c) The Technical Proposal should provide information using the Standard forms provided in **Section-6** of this document only, failing which the proposal may be summarily rejected.
- d) The Technical Proposal shall not include any financial information

3.9.3 Financial Proposal

- a) The Financial Proposal should be submitted in Standard Forms provided in **Section-7** of this document only.
- b) The proposal should be complete, i.e., it should list all costs associated with the Assignment.
- c) The Financial Proposal should clearly identify, as a separate subset of total quoted amount, the applicable taxes (including GST, social security as applicable, etc.), duties, fees, levies, and other charges imposed under the applicable law. This shall be inclusive in the financial proposal.
- d) The values in financial proposal should be in Indian Rupees.

3.10 Submission, Receipt and Opening of Proposals

- 3.10.1 Any corrections made on the original Proposal must be initialed by the person or persons who sign(s) the Proposals.
- 3.10.2 An authorized representative of the bidding entity shall initials all pages of the proposal.

The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

3.10.3 Bid Offer can be submitted from the date of publication of NIT:

- a) The bidding entities are required to submit copies of all the documents mentioned in the RFQ-cum-RFP document.
- b) The bidding entities can submit documents in the form of PDF format.
- c) The bidding entities are required to quote strictly as per terms and conditions specifications, standards given in this RFQ-cum-RFP document and not to stipulate any deviations.
- d) After submission of the bid, the interested bidding entity can re-submit revised bid any number of times but before last time and date of submission of bid as notified. In case of re-submission, original copy of proposal will be returned, only after receipt of fresh proposal.
- e) If the bidding entity is not found eligible after opening of tenders due to any reason, its tender shall become invalid.

3.11 Late Bids/ Tenders

Bid Offers received after the due date and the specified time (including the extended period, if any) for any reason whatsoever, shall not be entertained.

3.12 Mode of Submission

The Qualification details, Technical Proposal and Financial Proposal shall be submitted separately in print form, along with pdf version of Qualification details, and Technical Proposal in CD/DVD/Pen drive.

3.13 Proposal Format

- 3.13.1 The bidding entity is expected to examine all the instructions, guidelines terms and conditions and formats in the RFQ-cum-RFP document. Failure to furnish all the necessary information as required by the RFQ-cum-RFP document on submission of a proposal not substantially responsive to all the aspects of the bid offer shall be at bidders' own risk and may be liable for rejection. The Format of various pre-requisites are given in this RFQ-cum-RFP document.
- 3.13.2 The Bid Offers should be submitted separately on prescribed Formats containing the following **three parts**:
- a) **Part-A (Section-5)**
 - (i) The interested bidding entity shall submit Board approved Profit and Loss Account Statement duly signed by CMD/MD/CA/Authorized signatory, regarding statement of profit making in at least 03 years of last five consecutive financial years. **Failing this the proposal/bid could be treated as non-responsive and summarily rejected without opening Technical and Financial bids**
 - (ii) The interested bidding entity (except Micro and Small Enterprise (MSE) as defined in MSE procurement policy by MSME, Registration Certificate of which needs to be enclosed with the Bid) shall submit copy of RTGS/ NEFT or DD for Earnest Money Deposit (EMD) of Rs. 3,00,000/- (Rs. Three lakh) for Functional Plan for Smart and Digital NCR-2047.

b) Part-B (Technical Bid)

The bidding entity shall submit Technical Bid containing the Technical Eligibility Details (as mentioned in **Section-6** RFQ-cum-RFP document).

c) Part-C (Financial Bid)

The bidding entity shall submit Financial Bid containing the Financial offers/Financial bid on the prescribed format given at **Section-7** quoting the price both in words and figures. In case of conflict between the figures and words the latter shall prevail.

3.13.3 After the deadline for submission of proposals the Qualification documents shall be opened immediately by the Bid Opening Committee as decided by the Competent Authority of NCRPB. The short-listed bidding entity may be called for power point presentation. The information will be evaluated. The Technical Proposal of only the qualifying Consultants will be opened after evaluation process.

3.13.4 The Financial Proposal shall remain sealed until technical capability statement of all submitted proposals is prepared and bidding entity short-listed. The bidding entity representative may opt to be present during the financial bid opening. The date will be conveyed to the bidding entity by the Client in advance.

3.14 Proposal Evaluation

3.14.1 General

- (i) Technical and Financial Bids shall be considered for evaluation for only those bidding entities which are profit making in at least 03 years of last five consecutive financial years. Bidding entities should submit appropriate proof in this regard (Board approved Profit and Loss Account Statement duly signed by CMD/ MD/CA/ Authorized signatory), failing which the **proposal/bid will be rejected without opening Technical and Financial bids.**
- (ii) From the time the bids are opened to the time the contract is awarded, if any bidding entity wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated. Any effort by the bidding entity to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the bidding entity's proposal.

3.14.2 Bid Opening

- a) A Bid Opening Committee as decided by the Competent Authority of NCRPB, will open the bids.
- b) NCRPB reserves the rights at all times to postpone or cancel a scheduled bid opening, which will be duly informed through NCRPB website.
- c) The selection of the bidding entity shall be made on **QCBS basis (80% Technical, 20% Financial weightage)**
- d) The bids shall be opened in three parts.
 - (i) **Part-A: Qualification documents** - Board approved Profit and Loss Account Statement duly signed by CMD/ MD/CA/ Authorized signatory,

regarding statement of profit making in at least 03 years of last five consecutive financial years and Earnest Money Deposit (EMD)

(ii) **Part-B: Technical Bid**

(iii) **Part-C: Financial Bid**

- e) The bidding entity or his authorized representatives who is present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday, the Bids shall be opened at the same time and location on the next working day. However, if there is no representative of the bidder, NCRPB shall go ahead and open the bids.
- f) During bid opening preliminary scrutiny of the bid documents shall be made to determine whether they are complete whether required bid security has been furnished, whether the documents have been properly signed and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.

3.14.3 Evaluation of Technical Proposals

- (i) The Bid Opening Committee to be constituted by NCRPB will evaluate the bids on the basis of their Average Audited Turnover statements, Similar Assignments / Studies, Qualifications and competence of the key professional staff for the assignment, Brief Note/ Proposal, and Technical Presentation of Proposal of the Bidding Entity before the appropriate forum/ Committee (date of which will be intimated/updated on NCRPB website).
- (ii) The selection will follow a Quality-and-Cost-Based Selection (QCBS) method with a 80:20 weighting ratio. Criteria include:
- Organizational experience and financial stability.
 - Technical expertise and proposed methodology.
 - Experience in similar projects and emerging technologies.
- (iii) 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 of 50%.

Evaluation Criteria for Technical Proposals is as under:

Sl. No.	Criteria	Details	Maximum Marks
1	Financial Capacity	Average audited turnover the last three financial years:	10
		Minimum Rs. 25 crore per year : 5 marks and thereafter one mark for every 5 crore.	
		-Rs. 50 crore or above: 10 marks	
	Proof Required	Board-approved audited account statements signed by CMD/MD/CA/authorized signatory.	
2	Experience in Similar Assignments	Number of relevant studies or consultancy assignments completed in the last 10 years:	40
i.	Digital Infrastructure Planning	4 marks per assignment (maximum 12 marks).	
ii.	Smart Governance Frameworks	3 marks per assignment (maximum 9 marks)	
iii.	GIS-Based Urban /Regional Planning	3 marks per assignment (maximum 9 marks)	

Sl. No.	Criteria	Details	Maximum Marks
iv.	Innovative Technologies	2 marks per assignment (maximum 6 marks)	
v.	App Development	Cost of the project 1 crore and above– 2 marks per assignment. (Maximum 4 marks)	
	Proof Required	Copies of Letters of Award (LoAs)	
3	Key Personnel Qualifications & Experience	Qualifications and competence of the key professional staff currently on the bidding entity's payroll:	30
i.	Team Leader	Postgraduate in Computer Science/IT; 20 years in IT field' experience – 5 marks	
ii.	Deputy Team Leader	Postgraduate in Planning; 15 years experience in urban and regional planning, preference will be given to IT experience – 4 marks	
iii.	Digital Infrastructure Expert	Postgraduate in ICT/Engineering; 15 years experience in ICT/ digital infrastructure planning– 3 marks	
iv.	Software Application Developer (2 no.)	Graduate in Computer Science; 10 years experience in software development – 3X2=6 marks	
v.	E-Governance Specialist	Postgraduate in Public Administration and diploma in computer science with 10 years experience in e-governance – 3 marks	
vi.	Cyber Security Expert	Certified Information Systems Security Professional (CISSP); 10 years experience in cyber security systems – 2 marks	
vii.	GIS Specialist	Post Graduate in GIS/ Geo-Informatics with 10 years experience in GIS works – 2 marks	
viii.	Emerging Technology Specialist	Post Graduate in Computer Science/IT and 10 years experience in AI, IoT, and Blockchain;– 2 marks	
ix.	Innovation Expert	Graduate in Computer Science/IT; 10 years' experience in innovative IT assignments – 2 marks	
x.	Junior Planning Professional	Graduate in Planning; 5 years planning experience – 1 mark	
	Proof Required	Detailed CVs, degrees, certification, and professional references (atleast 2 references).	
4	Technical Presentation of Proposal	Evaluation of the proposed methodology, innovations, and alignment with the objectives of the ToR:	20
i.	Understanding of ToR Objectives		
ii.	Proposed Approach	Digital transformation and stakeholder engagement	
iii.	Innovations	Smart governance, e-services, and emerging technologies	

Note:

- (i) The qualifying marks will be 50%. The bidding entities scoring 50% marks in Technical evaluation will be considered for QCBS.

- (ii) If Consultancy Assignments in similar sectors is done or if any Plan prepared in such sector for a State or geographical area comparable to NCR, preference or higher weightage will be given for such bidding entities.
- (iii) The selected bidding entity has to ensure the deployment of proposed Key Professionals mentioned above for the completion of allocated assignment under this tender till the approval of final stage of this assignment.
- (iv) The proposed Key Professionals shall be in regular contact with NCRPB.
- (v) Any change in the proposed Key Professionals will require a prior written permission from the client.
- (vi) Failure to comply with above conditions may lead to penalty on selected bidding entity as mentioned in the "General Conditions of Contract" of this document.

3.14.4 Public Opening and Evaluation of Financial Proposals

- (i) After the evaluation of Technical Proposal is completed for the assignment, the Client shall inform and notify the date and time for opening of financial proposals to only those bidding entities, whose proposals have been short-listed for the same. The qualified bidder shall be termed as **"Technically Qualified bidder"**.
- (ii) The Financial Proposals of Technically Qualified bidder shall be opened by NCRPB, in the presence of the representatives of bidding entities who choose to attend. The name of the bidding entity and the proposed amount shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- (iii) NCRPB will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not the client will cost them and add their cost to the initial price), correct any computational errors, etc.
- (iv) The bidding entity who emerges H-1 (Highest Combined Score), based on QCBS for a particular assignment will be invited for signing a Contract Agreement for respective Functional Plan work, taking into consideration the priority submitted by the bidding entity and the condition prescribed in this RFQ-cum-RFP document in this regard.

3.15 Award of Contract

- 3.15.1 As NCR Delineation is in progress, in case of any change in the NCR area, the bid/payment of/to successful bidder will be revised proportionately/on pro-rata basis to the revised NCR area.
- 3.15.2 Some changes/modifications are also expected in the draft Regional Plan 2041 as published on NCRPB website. These changes, if available before finalising the bid, will be considered and communicated to the successful bidder during the exercise of preparation of Functional Plan.
- 3.15.3 The final approval on Draft Functional Plan prepared by the successful bidder will be accorded only after notification/publication of the final Regional Plan 2041 for NCR.
- 3.15.4 The contract will be awarded after the tendering process is complete. The Client will promptly notify other bidding entities that they were unsuccessful.
- 3.15.5 On award of the consultancy assignment, the successful bidding entities should be required to enter into an agreement with Client for the successful completion of the Consultancy as per the Terms and Reference, scope and any other condition set forth in this document including corrigendum if any.

- 3.15.6 The successful bidding entity shall begin carrying out the Services immediately on issuance of Letter of Award (LOA) by Client and acceptance of the same by the Consultant or on signing of this agreement by both the parties, whichever is earlier.
- 3.15.7 The Contract period including handholding period shall be One year from the date of the approval of the final report unless extended by the parties mutually.
- 3.15.8 Termination of the Contract will be in accordance with provisions of the Paras of **General/Special Conditions of Contract**. In case of dispute the matter will be referred to an arbitrator as specified by the Client. Place of arbitration will be Delhi in any case.
- 3.15.9 The Client will provide the relevant data/reports available with client. Collecting any other data relevant to the assignment will be the responsibility of the successful bidding entity. The Client will provide the necessary introductory letter to get information from other concerned agencies/departments, wherever applicable.
- 3.15.10 For a period of two years after the expiration of this Contract, the successful bidder 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 successful bidder also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.
- 3.15.11 The Functional Plan must align with and complement the overall policies and proposals of the NCR Draft Regional Plan 2041. The final output of the Functional Plan, prepared by the selected consultant, should be updated, modified, and finalized in accordance with the published/notified Regional Plan 2041.
- 3.15.12 Non- Disclosure Agreement has to be signed by the selected consultant before signing the contract agreement including a mandatory two year cooling off period post the completion of the project, if consultant is intended to join foreign Missions/ firms/ think tanks.
- 3.15.13 The consultant should have a furnished office in Delhi/ NCR for the assignment duration for the consultant to carry-out assignment duties/ tasks/ activities and depute two relevant experienced team members with atleast 7 years at NCRPB office throughout the agreement period to have frequent interactions to understand assignment requirements.
- 3.15.14 The consultant in consultation with the NCRPB shall also coordinate and collect data from participating state / relevant departments/ agencies, to meet necessary data inputs for undertaking tasks under the scope of services of proposed consulting services package.
- 3.15.15 All project documentation will be in the English language, with translation Hindi languages if required.
- 3.15.16 The information/ data that is available with the NCRPB, will be provided to the consultant. The consultant will have to verify such information/ data, update, analyse, identify and fill gaps, if any. Apart from providing available information, the NCRPB Nodal Team will facilitate in the collection of information by corresponding with the relevant agencies and by convening meetings when necessary for the active collection of information.
- 3.15.17 Consultant should undertake SWOT (strengths, weaknesses, opportunities, and threats) analysis for all sub-sectors of Smart and Digital NCR majorly covering but not limited to infrastructure, institutional capacity and future growth needs;
- 3.15.18 Consultant should rationalize, streamline, and prioritize the investment projects for cost saving and improved synergy among them, and prepare investment plans, and implementation/ action plans with specific targets/ timelines;

- 3.15.19 Consultant should identify potential financial sources, financial mechanisms for accessing resources, including public-private investments and development of proposals of international agencies financing;
- 3.15.20 Consultant should conduct public consultation with key stakeholders including women groups, public representatives, resident welfare associations, if any, for the development of the integrated Functional Plan. Conduct at least two stakeholder workshops at each stage and several dialogues and record proceedings and develop recommendations and action points. All consultations will ensure proportional representation from relevant stakeholders.
- 3.15.21 Consultant should undertake any other relevant consulting services and studies required.

3.16 Confidentiality

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

3.17 Other conditions of payment

- 3.17.1 No separate TA/DA would be payable in addition to Consultancy fee.
- 3.17.2 The TDS and other taxes as applicable under the law would be deducted by the Client from the amount payable as Consultancy fee.
- 3.17.3 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 liquidated damages, including administrative expenses, for breach of contract, a sum equivalent to 0.5% (half percent) of total contractual value, which the bidding entity has failed to deliver within the period fixed for delivery for each week or part thereof during which delivery is delayed, subject to an overall ceiling of 10% of the total contract price.
- 3.17.4 The successful bidder will have to provide a Performance Guarantee for 05% of the project value as per the following details:
- a) The performance guarantee shall be valid for a period of 18 months beyond the approval of final report and six months beyond end of contract (including extended contract) whichever be later.
 - b) This shall have to be furnished by the successful bidding entity within 07 days of issue of LoA by client or within 07 days from the date of issue of a letter accepting the offer of the assignment whichever is earlier but in any case before signing of contract.
 - c) The performance guarantee by successful bidding entity shall be submitted in the prescribed form Annexed herewith, from any scheduled commercial bank appearing in the second schedule of RBI incorporated in India.
 - d) 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 (format provided in contract).
 - e) No other form of guarantee shall be acceptable.

Section-4: Terms of Reference

1. Background

The National Capital Region Planning Board (NCRPB), under the Ministry of Housing and Urban Affairs, Government of India, has been tasked with preparing a Functional Plan for Smart and Digital NCR-2047 as part of the Regional Plan-2041 framework. This Functional Plan aims to ensure seamless digital connectivity, smart infrastructure, and e-governance, transforming NCR into a digitally empowered society and knowledge economy. This ToR incorporates innovative ideas and advanced technologies to ensure a futuristic and inclusive digital transformation for NCR 2047.

2. Objectives

The consultancy assignment aims to:

- (i). Develop a comprehensive Functional Plan for Smart and Digital NCR for the horizon year 2047.
- (ii). Propose actionable strategies for digital infrastructure, e-governance, and smart citizen services.
- (iii). Bridge the digital divide between urban and rural NCR regions.
- (iv). Incorporate global best practices, emerging technologies, and a sustainability focus to create an inclusive digital framework.

3. Scope of Work: The Consultant shall duly incorporate all provisions of the Chapter Smart and Digital NCR and all relevant provisions of all other chapters of Draft/ Final RP 2041. FP will include, but will not be limited to following:

3.1 Key Deliverables

1. Digital Infrastructure Development:

- (i). Assess existing digital infrastructure and identify gaps.
- (ii). Propose plans for high-speed internet access, optical fiber networks, and public Wi-Fi hotspots.
- (iii). Recommend strategies for multi-utility smart trenches and sharable digital infrastructure.
- (iv). Explore Inclusion of Digital Twin Technology to create a virtual replica of NCR's infrastructure for predictive analysis and planning esp. useful in simulating urban growth scenarios, infrastructure health monitoring etc. and also provide an appropriate framework for the same.
- (v). Develop comprehensive digital planning platform for NCR through enhancement of existing web portals.

2. Smart Citizen-Centric Services:

- (i). Develop a framework for smart utilities, e-governance, and digital service platforms.
- (ii). Propose solutions for e-health, e-education, e-transport, and other digital citizen services based on global best practices.
- (iii). Integrate digital literacy initiatives to ensure inclusivity through local language support, user-friendly interfaces and creation of Distributed Digital Skills Hubs for

AI, robotics, IoT etc with VR based immersive learning for all students. Explore global tech firm collaborations for training and certifications for these digital initiatives.

- (iv). Develop Digital Agricultural Platforms for IoT sensors for soil and crop health, irrigation scheduling etc.
- (v). Develop Smart and Integrated Water Grids platform with action plan for real time monitoring of water quality, usage, leaks etc. including use of AI for predictive analysis of water shortages etc.
- (vi). Develop an integrated digital platform combining all modes of transport (buses, rails, metros, taxis, e-scooters, e-ricks, waterways, etc) into a Unified App for route planning, ticketing and payments.
- (vii). Develop a AI based Smart Universal Governance Interface (UGI) Platform for ease of access to all government information , approvals , payments systems, and other related citizen centric services to NCR residents.
- (viii). Develop a NCR oriented Ease of Doing Business Platform for all business sectors including manufacturing, logistics, MSMEs , services etc as a one -stop solution for all business needs including those relating to land, environment, taxation, etc.

3. E-Governance and Smart Governance:

- (i). Propose strategies for 100% online approvals for building plans, licenses, and permits.
- (ii). Develop a roadmap for implementing virtual courts, unified economic platforms, and integrated command and control centres.
- (iii). Recommend enhancements for digital payment systems, including UPI, and Aadhaar-enabled services, etc.
- (iv). Strategies using global best technology practices including blockchain, for decentralised digitised land record management, smart contracts, and for creating a Smart Citizen Reward System for sustainable practices (recycling, public transport usage, water efficiency, treated water usage, reduced household wastes, etc)
- (v). Strategies for community based microgrids for renewable energy sharing in rural and semi-urban areas.
- (vi). Strategies for Carbon Neutral Urban centres using smart sensors to monitor and control emissions from buildings, vehicles etc.
- (vii). Develop digital platform for citizen oriented real time online monitoring of comprehensive pollution and major weather parameters.
- (viii). Identify dedicated Autonomous E-vehicles corridors in all 3 lac and above cities (2011 census)
- (ix). Proposals for establishment of high-speed internet zones in urban hubs to attract tech companies and start-ups
- (x). Comprehensive proposal to build a region-wide Telemedicine Digital Platform for consultations, diagnostics, prescriptions and to create option to link this with AI for faster diagnosis of diseases.
- (xi). Explore feasibility of AI-driven Emergency management and provide action plan.

- (xii). Develop framework for monitoring citizen services through real time dash board and explore feasibility of setting up integrated command and control centre at Regional/Sub-regional level.

4. Cyber Security and Data Resilience:

- (i). Develop a robust cyber security framework, including disaster recovery plans.
- (ii). Propose strategies for secure communication networks and real-time data monitoring systems.
- (iii). Encourage NCR-specific initiatives for a regional cyber resilience sandbox.

5. Technological Innovations and Future Readiness:

- (i). Explore the integration of AI, IoT, blockchain, and big data analytics.
- (ii). Recommend the use of autonomous vehicles, drones, and robotics for service delivery.
- (iii). Propose pilot projects for advanced mobility solutions, including hyperloop feasibility studies; also assess their scalability

6. Smart Rural and Urban Development:

- (i). Propose strategies for bridging the urban-rural digital divide through initiatives such as smart agriculture platforms and telemedicine hubs.
- (ii). Recommend policies for enhancing rural connectivity and integrating smart solutions for villages.

7. Circular Economy and Sustainable Digital Transformation:

- (i). Include smart waste management systems with AI-enabled sorting and waste-to-energy solutions.
- (ii). Recommend renewable energy microgrids and water conservation systems.

8. Implementation and Capacity Building:

- (i). Provide a phased implementation plan for Functional Plan with cost estimates and regulatory framework proposals.
- (ii). Conduct stakeholder consultations, workshops, and capacity-building programs for local authorities and stakeholders.
- (iii). Provide a comprehensive overall digital capacity proposal also including framework for adequate data arrangement and management for implementation of all Functional Plan proposals.

3.2 Detailed Tasks and Activities

Task 1: Assessment and Baseline Study

- (i). Conduct a comprehensive assessment of existing digital infrastructure and services.
- (ii). Map digital service coverage across urban and rural NCR regions, identifying key gaps and opportunities.

- (iii). The consultant shall also engage closely with consultants of other Functional Plans of Draft/Final RP 2041 to ensure inclusion of appropriate proposals in this and other Functional Plans as useful for RP 2041 purposes.

Task 2: Strategic Planning

- (i). Develop a strategic roadmap for digital transformation, focusing on key areas such as connectivity, smart utilities, and e-services.
- (ii). Propose guidelines for digital integration in urban and rural planning, including disaster-resilient infrastructure.

Task 3: Policy and Framework Development

- (i). Align recommendations with national policies such as Digital India, BharatNet, and Smart Cities Mission.
- (ii). Propose a policy framework for private sector participation and public-private partnerships (PPPs).
- (iii). Include standards for data monetization and GIS-based asset management systems.

Task 4: Technology Integration

- (i). Identify emerging technologies and their application in NCR's digital ecosystem.
- (ii). Propose initiatives for digitizing citizen services through blockchain, AI, and robotics.

Task 5: Stakeholder Engagement

- (i). Organize workshops and consultations with key stakeholders, including government agencies, private sector players, and community representatives.
- (ii). Document feedback and incorporate it into the final plan.

Task 6: Reporting and Documentation

- (i). Prepare and submit inception, interim, draft final, and final reports.
- (ii). Provide GIS-based mapping and digital service modelling for visualization.

4. Methodology

The consultant will employ a participatory and data-driven methodology, incorporating:

- (i). Advanced digital tools for mapping and analysis.
- (ii). International best practices and case studies.
- (iii). Stakeholder feedback and consensus-building mechanisms.

5. Team Composition

The consultant must mobilize the following key personnel:

S.no	Expert	Role
1	Team Leader	Lead overall project management
2	Deputy Team Leader	Overall project management and working on planning aspects
3	Digital Infrastructure Expert	Oversee digital infrastructure planning
4	Software Application Developer (2 no.)	Development of required digital applications/platforms etc
5	E-Governance Specialist	Manage e-governance frameworks
6	Cyber Security Expert	Develop cyber security strategies
7	GIS Specialist	Lead GIS-based analysis and mapping
8	Emerging Technology Specialist	Integrate advanced technologies
9	Innovation Expert	Futuristic Innovative solution.
10.	Junior Planning professional	Support the team on various aspects

Section 5. QUALIFICATION - STANDARD FORMS

[Letterhead of Consultant]

To

Member Secretary

National Capital Region Planning Board

(Ministry of Housing and Urban Affairs)

Core 4-B, First Floor, India Habitat Centre, Lodhi Road,

New Delhi

Tel.No.-..... E-mail:,

website: ncrpb.nic.in

**Sub: Consultancy Services for "PREPARATION OF FUNCTIONAL PLAN
FOR FOR NATIONAL CAPITAL REGION"**

I/We, the undersigned, offer to provide the consulting services for the above assignment in accordance with your Request for Proposal vide advertisement dated 2025. We are hereby submitting our Proposal for the preparation of Functional Plan forfor National Capital Region.

2. The Proposal contains the following documents:

- i. Qualification Documents
- ii. Technical Proposal
- iii. Financial Proposal

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

4. We also understand and accept that application along with annexure and formats not completed in all respects is liable to rejection.

5. We undertake, if our bid is accepted, to commence work as per the schedule and to achieve the effectiveness of the contract within the respective times stated in the Bidding Documents.

6. We have read the provisions of RFQ-cum-RFP document and confirm that these are acceptable to us.

7. 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.

Yours sincerely,

Authorized Signature Name
and title of Signatory Name
of Firm Address

Encl:

1. Qualification Documents
2. Technical Proposal & Financial Proposal
3. Copy of RTGS/NEFT receipt or DD of Rs. 3,00,000/- (Rs. Three lakh) for Functional Plan for Smart and Digital NCR- 2047.

QUALIFICATION - STANDARD FORMS

5A. General

Name of the bidding entity/consulting firm

1. In case of consortium, name of other partners of the consortium
2. In case the bidding entity is a subsidiary of a larger organization, please write the name of the parent organization
3. Bidding entity registered address in India
4. Bidding entity address for correspondence regarding this project, including phone numbers (mention city code), fax numbers and email addresses
5. Details of the authorized signatory of the Bidding entity 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

6. Please mention the audited turnover of the Bidding entity/ Consortium Lead in the preceding five financial years (Rs.Crores)

FY 2019-20:Cr. INR

FY 2020-21:Cr. INR

FY 2021-22:Cr.. INR

FY 2022-23:Cr.. INR

FY 2023-24:Cr.. INR

7. Please indicate if bidder is applying/had applied in the past for other Functional Plan works, mentioned in other/earlier RFQcum RFP documents. **Yes/no**

7.a) In case 'Yes', please mention priority for each such Functional Plan proposal , through a separate letter addressed to NCRPB , but along with the proposal.

5B Experience of the Bidding entity

1. Total Experience since the inception of Bidding entity (in years)
2. Main line business
3. Experience in consultancy (in years)
4. Experience in consultancy in relevant field (in years)

5C. Five major studies/ assignments executed

SI. no.	Name of studies/ assignments	Client	Type of studies/ assignments	Location of studies/ assignments	Value of the studies/ assignments (in Rs.)	Stage of studies/ assignments execution	
						(completed/ under progress) as on date	Year of completion
1							
2							
3							
4							
5							

5D. Relevant project experience of the Consulting Firm

SI. No	Title of the project	Client name	Whether participated as individual consulting firm/ member of consortium	Project cost in Rs.	Stage of project execution (completed/ under progress) as on date
			(if member of consortium, mention the consortium lead)		

5E. Qualification and Experience of Key Professionals

SI. No.	Field of Expertise	Qualifications			Experience			
		PhD	PG	Graduate	Total	In relevant projects	Names of corresponding project	National/ International Experience
1	Team Leader/ Postgraduate in Computer Science/IT							
2	Expert 1							
3	Expert 2							
4	Expert 3							

Illustrative relevant fields to be used for above:

- Formulation of Functional Plans or similar Plans/Assignments of geographical area comparable to NCR or a State using GIS database
- Planning and implementation using GIS of urban/ regional sector projects
- Formulation of Regional Plan for a region

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.

5F. Write-up on the topic “Functional Plan on Smart and Digital NCR-2047 and its relevance in overall Regional Planning and development of NCR” in about 1000 words.

Section 6. TECHNICAL PROPOSAL - STANDARD FORMS

6 A. Technical Proposal Submission Form

To

Member Secretary

National Capital Region Planning Board

(Ministry of Housing and Urban Affairs)

Core 4-B, First Floor, India Habitat Centre, Lodhi Road,

New Delhi

Tel.No-..... E-mail:

website: ncrpb.nic.in

Sub: Consultancy Services for "PREPARATION OF FUNCTIONAL PLAN FOR FOR NATIONAL CAPITAL REGION" - Submission of Technical Proposal

Sir/Mam,

I/We the undersigned, offer to provide the consulting services for the above assignment in accordance with your Request for Proposal vide advertisement dated 2025. We are hereby submitting our Proposal for the preparation of Functional Plan for.....for National Capital Region.

2. I/We are hereby submitting our Technical Proposal on prescribed formats.

6B Firm's References

6B i) Relevant services carried out in the last ten years that best illustrate qualifications

6B ii) Particulars and Experience of firm(s)

6B iii) Experience of the Consulting Firm

6C Comments & Suggestions of Consultants on the Terms of Reference and on Data, Services & Facilities to be provided by the Client

6D Description of the Methodology & Work Plan for Performing the Assignment

6E Team Composition & Task Assignments

6F Format of Curriculum Vitae (CV) for Proposed Key Professional / Staff

Yours sincerely,

Authorized Signature
Name and title of Signatory
Name of Firm Address

Encl. As above

6B. 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.

6B(i) Relevant services carried out in the last ten 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:		

6B (ii). Particulars and Experience of firm(s)

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

S. No.	Field of Specialisation	Name of consulting firm	Assignment Name	Name of Client	Whether participated as individual consulting firm/ member of consortium, if member of consortium mention the consortium lead	Project Cost in Rs.	Stage of Project execution or ground (initiated/ in progress/ completed)	Any other relevant information
1	2	3	4	5	6	7	8	9
1								
2								
3								
4								
5								

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

Illustrative fields of specialization as mentioned in evaluation criteria for technical proposal in para 3.14.3 to be used in column 2 above:

- Formulation of Functional Plans or similar Plans/Assignments of geographical area comparable to NCR or a State using GIS database
- Planning and implementation using GIS of urban/ regional sector projects
- Formulation of Regional Plan for a region

6B(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)

6C. 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.

6D. Description of the Methodology & Work Plan for Performing the Assignment

6E. Team Composition & Task Assignments

1. Core Team [refer Core Team Composition, qualification and weightage for key professionals of respective sector under Section 3 and 4.

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.				
-				
..				

6F. 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 Qualification.....

[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]

Reference

- 1.
- 2.

Certification:

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

(Signature of expert member)

(Signature of authorized representative of Firm)

Date: Day/Month/Year

Full Name of expert _____

Full name of authorized representative _____

Section 7 FINANCIAL PROPOSAL STANDARD FORM

(Letter head of consultant)

(Location, Date)

To

Member Secretary

National Capital Region Planning Board

(Ministry of Housing and Urban Affairs)

Core 4-B, First Floor, India Habitat Centre, Lodhi Road,

New Delhi

Tel.No-..... E-mail:

Website: ncrpb.nic.in

Sub: Consultancy Services for "PREPARATION OF FUNCTIONAL PLAN FOR FOR NATIONAL CAPITAL REGION" - Submission of Financial Proposal

I/We, the undersigned, offer to provide the consulting services for the above assignment in accordance with your Request for Proposal vide advertisement dated 2025. We are hereby submitting our Proposal for the preparation of Functional Plan forfor National Capital Region.

2. I/We are hereby submitting our Financial Proposal for the sum of [Amount in words and figures]. This amount is inclusive of all taxes, levies and other expenses. Break up of financial proposal amount is given hereunder:

Sr. No.	Particulars	Amount (INR)
1.	Consultancy Fee	
2.	GST	
	Total	

3. Our financial proposal shall be binding upon us subject to the modifications resulting from discussions, up to expiration of the validity period of 180 days from the date of opening of the bid (bid submission date).

4. I/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".

5. I/We have gone through the RFP documents and understand the terms and conditions. I/We hereby agree to all terms and conditions set out in the RFP Document. We understand that you are not bound to accept any proposal you receive.

Signature of Witness

Name: & Title of Signatory:

Address:

E-mail:

Mobile No.

Tel. No.

Signature of Authorized Signatory

Name & Title of Signatory:

Name of the Firm

Address:

E-mail:

Mobile No.

Tel No.

Attachment 1

BRIEF DESCRIPTION OF CONSTITUENT AREAS OF NCR

1. The constituent areas of the National Capital Region (NCR) as notified covers the whole area of National Capital Territory (NCT)-Delhi and 24 districts of Haryana, Uttar Pradesh and Rajasthan. The NCR constitutes 230 urban settlements of various sizes and 11,774 villages with a total area of 55,083 square kilometers (km²) as shown in the Figure 1 below.



Figure 1: Constituent Areas of NCR

2. The sub-region wise details are as under:

- a) NCT-Delhi with area of 1,483 km² accounting to 2.7% of the total NCR area.
- b) Haryana sub-region comprising of fourteen [14] districts (Faridabad, Gurgaon, Rohtak, Sonapat, Rewari, Jhajjar, Mewat, Palwal, Bhiwani, Charkhi Dadri, Mahendragarh, Jind, Karnal and Panipat districts) with an area of 25,327 km² accounts for 46% of the NCR area.
- c) Rajasthan sub-region comprises of two [2] districts (Alwar and Bharatpur) with an area of 13,447 km² accounting to 24.4% of the total NCR area.
- d) Uttar Pradesh sub-region comprising of eight [8] districts (Meerut, Ghaziabad, Gautam Buddha Nagar, Bulandshahr, Hapur, Muzaffarnagar, Shamli and Baghpat) with an area of 14,826 km² accounting to 26.9 % of the NCR area.

3. The population of the NCR as per Census of India, 2011 was 58.16 million comprising of 16.79 million (29%) in NCT Delhi, 16.43 million (28%) in Haryana sub-region, 18.72 million (32%) in Uttar Pradesh sub-region and 6.22 million (11%) in Rajasthan sub-region. The total Urban Population of NCR was about 31.7 million as per Census, 2011.

The population of NCR is projected to be 71.82 million (urban population of 42.59 million) by 2021, 89.59 million (urban population of 57.00 million) by 2031, and 113 million (urban population of 76.65 million) by 2041. As per 2011 Census, the slum population of NCR was 4.32 million constituting 7.4% of total population.

4. An exercise for delineation/ revision of NCR area/boundary is currently underway. In case there is a change in the current NCR area/boundary due to such delineation, this Regional Plan-2041 shall stand ipso facto modified and shall be applicable mutatis mutandis immediately from the date of notification of the relevant addendum to this Regional Plan.

SECTION-8: STANDARD FORM OF CONTRACT

CONTRACT FOR CONSULTANT'S SERVICES

for

Preparation of Functional Plan for.....

between

National Capital Region Planning Board, New Delhi

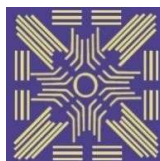
First Floor, Core 4-B, India Habitat Centre,
Lodhi Road, New Delhi-110003

and

[Name of Consultant]

Contract Agreement No.

Dated.....



National Capital Region Planning Board

1st Floor, Core IV B, India Habitat Centre
Lodhi Road, New Delhi-110003

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I. FORM OF CONTRACT

This Agreement (bearing Number) is made this.....th day of the month of, 2022 between, on one hand, National Capital Region Planning Board (hereinafter called the Client which includes its assigns, executors & administrator), a Body constituted under the Act of Parliament having its office at 1st Floor, Core 4B, India Habitat Centre, Lodhi Road, New Delhi – 110003 and on the other hand, M/s (hereinafter called Consultant), a Company registered under the Indian Companies Act, 1956, and having its registered office at, India in the State of through, duly appointed its General Attorney. Certified photocopy General Power of Attorney is annexed herewith; Consultant include its assigns, executors and Administrators liable to the Client for the Consultant's obligations under this Agreement.

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

“.....(hereinafter called the “Client”) and, on the other hand, a joint venture 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 consultancy services as defined in the document called “RFQ-cum-RFP”.
- (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 and in the Client’s “RFQ-cum-RFP”.

*[*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 following Appendices:

[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-consultant
Appendix D	Breakdown of Contract Price in Foreign Currency
Appendix E	Breakdown of Contract Price in Local Currency
Appendix F	Services and Facilities Provided by Client
Appendix G	Form of Performance Guarantee
Appendix H	TOR, minutes of the pre-bid conference, letters from successful Consultant, if any.

The RFQ-cum-RFP document and conditions therein shall be deemed to be part of this Contract Agreement.

- 2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the RFQ-cum-RFP and this Agreement, in particular:
 - (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract Agreement; in addition to the terms of documents of offer and acceptance duly modified mutually after holding conferences for the same; and
 - (b) the Client shall make payments to the Consultants in accordance with the provisions under clause 6 entitled “Payment to the Consultants” of this Agreement.

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

FOR AND ON BEHALF OF
[NAME OF CLIENT]

By
(Authorised Representative)

FOR AND ON BEHALF OF
[NAME OF CONSULTANTS]

By
(Authorised Representative)

[Note: if the Consultants consists of more than one entity, all of these entities should appear as signatories, e.g. in the following manner:]

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE CONSULTANTS

[Name of Member]

By
(Authorised Representative)

[Name of Member]

By
(Authorised Representative)

etc.

Witness	Witness
[CLIENT SIDE]	[CONSULTANTS SIDE]

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) “Agreement” or “Contract” means the Contract signed by the Parties, to which these General Conditions (GC) of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract along with all the modifications arrived at after mutual meeting and discussions and it also includes the conditions laid down in the “RFP-cum-RFP” document.
- (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 Consultant consist of a consortium of more than one entity, will mean any member of the consortium, or all the members collectively. “Member in Charge” means the entity as specified to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
- (e) “Party” means the Client or the Consultant, as the case may be, and Parties means both of them;
- (f) “Personnel” means persons hired by the Consultant or by any of their Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- (g) “Services” means the work to be performed by the Consultant pursuant to this Contract as described in Appendix A; and
- (h) “Sub-consultant” means any entity to which the Consultant 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 given 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 fax to such Party at the address as specified in clause 1.6.

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, 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 as specified below:

For the Client:

Director (A&F)
National Capital Region Planning Board
Core 4-B, 1st Floor, India Habitat Centre, Lodhi Road
New Delhi – 110 003

For the Consultant:

1.7 Taxes and Duties

For domestic consultants/personnel and foreign consultants/ personnel who are permanent residents in India.

Unless otherwise specified, the Consultant, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the statutory Laws, the amount of which is deemed to have been included in the Contract Price. The client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

1.8 Performance Guarantee

The Consultant will provide performance guarantee of 05% of the contract value, for a period of 18 months beyond the approval of final report. The format for performance guarantee is annexed at **Appendix-G**.

1.9 All the conditions under bidding document for this consultancy, shall be deemed to be part of this contract agreement, even if not explicitly included herein. Further, in case of any conflict/contradiction of language in any aspect amongst this contract document and the bidding conditions, the bidding conditions shall prevail.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date of signing this Agreement by both the parties and will remain effective till One year from the date of the approval of the final report unless extended by the parties mutually.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services immediately on issuance of Letter of Award (LOA) by Client and acceptance of the same by the Consultant or on signing of this agreement by both the parties, whichever is earlier.

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:
 - a) typhoon, flood, earthquake, fire, drought, landslide, unusually severe weather condition or other natural disaster; and
 - b) 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 and Governmental Force Majeure that in any way have an affect on the project;

2.5.2 No Breach of Contract

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

2.5.3 Extension of Time

Any period within which a Party in pursuance to this Contract has to complete any action or task, may 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/ assignment may be considered.

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 Consultant, 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 agreement, within thirty (30) days of receipt of the above said notice.
- (b) if the Consultant 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 Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the following events:

- (a) if the Client fails to pay any money due to the Consultant 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 Consultant 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 Consultant:

- (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 lawful 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 CONSULTANT

3.1 General

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The 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-consultant or third parties.

3.2 Conflict of Interests

3.2.1 Consultant Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount or any sort of/ 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 Consultant 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 Consultant 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.

For a period of two years after the expiration of this Contract, the Consultant 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 Consultants also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultant 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 as specified in clause 3.2.2 above.

3.3 Confidentiality

The Consultant, 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/documents relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

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

3.4 Insurance to be taken out by the Consultant

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 specified below; and (b) shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy and valid for a period of 24 months after approval of final report by the client. The amount in Indian currency is Rs. (Rupees only).

3.5 Consultant's 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 as specified in clause 3.2.2.

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 Consultant 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 as specified in clause 3.2.2.

4. CONSULTANT'S 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 Consultant's 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 may do so only after providing as a replacement a person of equivalent or better qualifications with prior written approval of the replacement personnel by 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 Consultant such assistance and data as required for successful execution of the contract.

5.2 Changes in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable/ Statutory 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 Consultant the Services and Facilities listed under **Appendix F**.

6. PAYMENTS TO THE CONSULTANT

6.1 Lump Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and 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 Rs.....(Rupees
.....)

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, a breakdown of the lump sum price is provided in **Appendices D and E**.

6.4 Terms and Conditions of Payment

Payments shall be made according to the **Appendix F** of the contract. The payment will become due on approval of the stage report and on raising of bills/invoice by the successful bidding entity after the approval of the stage report. The processing time of the payment will be 90 days for final payment and 45 days for all other stage reports, calculated from the acceptance of the final/ respective stage report by CRC. Consultative process and statutory committee meeting is involved which is time taking

Payments will be made to the account of the Consultants according to the payment schedule stated as above. First payment shall be released as per the stages, but only after execution of performance guarantee by the consultants. Subsequent payments shall be made in accordance with the conditions as mentioned above on submission of bills by the Consultant.

6.5 Liquidated Damages for Delay

In case of delay in execution 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:

"The Client shall recover from the Consultants as agreed liquidated damages including administrative expenses a sum equivalent to 0.5% (Half percent) of total contractual value, which the consultant has failed to the period fixed for submission of reports each week or part thereof during which the submission is in arrears subject to an overall ceiling of 10% of the total contract price."

6.6 If the report submitted by the Consultant is found deficient in the requisite quality, the approving authority of NCRPB can accept the report, while considering

other factors, with a penalty of up to 10% of the payment due in this regard to Consultant. This shall be independent of penalty referred to in point 6.5 above.

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 as specified below:

Any Dispute or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this agreement or its execution or the breach thereof shall be settled by arbitration in Delhi. The parties agree that the sole arbitrator shall be appointed by the Member Secretary, NCR Planning Board, New Delhi which shall be at least of the level of Joint Secretary to the Government of India. 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 Member Secretary, NCR Planning Board 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 Delhi alone shall have jurisdiction to entertain any suit or matter arising out of this Agreement.

(1) Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India.

(2) Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

(3) Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2 (ii) hereof shall be recognized legal or technical expert with extensive experience in relation to the matter in dispute.

(4) Miscellaneous

In any arbitration proceeding hereunder:

(a) Proceedings shall, unless otherwise agreed by the Parties, be held in Delhi.

(b) The English language shall be the official language for all purposes; and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

III. APPENDICES

Appendix A — Description of the Services	...
Appendix B — Reporting Requirements	...
Appendix C — Key Personnel and Sub-consultants	...
Appendix D — Breakdown of Contract Price in Foreign Currency	...
Appendix E — Breakdown of Contract Price in Local Currency	...
Appendix F — Services and Facilities Provided by the Client	...
Appendix G — Form of Performance Guarantee	...
Appendix H — TOR, minutes of the Pre-bid conference, letters submitted by Consultant i.e. two letters from Consultant dated and one letter dated

Appendix A

Description of the Services

[Give details description of the services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

Appendix B

Reporting Requirements

[List format, frequency and contents of reports; persons to receive them; dates of submission, number of copies, etc. If no reports are to be submitted, state here “Not Applicable”]

Appendix C

Key Personnel and Sub-consultants

(Refer clause 4.1 of the Contract)

List under:

C-1 Titles [and names, if already available], detailed job descriptions and minimum qualification and experience of Personnel to be assigned to work in India, and staff / month for each.

C-2 List of approved sub-consultants [if already available]; same information with respect to their Personnel as in C- 1 or C-2.

C-3 Same information as C-1 for Key local Personnel.

S. No.	Name	Qualification	Expertise	Responsibility

Support Staff

S. No.	Name	Qualification	Expertise	Responsibility

Appendix D

Breakdown of Contract Price in Foreign Currency

Appendix E

Breakdown of Contract Price in Local Currency

List here the elements of costs used to arrive at the breakdown of the lump sum price-local currency portion:

- 1. Monthly rates for Personnel (Key Personnel and other Personnel)*
- 2. Reimbursable expenditure*

This Appendix will exclusively be used for determining remuneration for additional services.

Appendix F

Services and Facilities Provided by the Client

(to be as per the tender document clauses)

Appendix G

Form of Performance Guarantee

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

Ref.: Bank Guarantee: _____

Date:

Dear Sir,

In consideration of **M/s National Capital Region Planning Board, 1st Floor, Core 4-B, India Habitat Centre, Lodhi Road, New Delhi** (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) including such taxes, duties and other impositions as may be levied under the statutory laws, the amount of which is deemed to have been included in the Contract Price _____ as applicable for **preparation of Functional Plan on _____** (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 the 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. _____** as aforesaid at any time (upto 5% 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 18 months from the date of the approval of the Final Report 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 taken 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 anywise 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 18 months from the date of approval of the Final Report 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

Appendix H

Terms of Reference – Preparation of Functional Plans for-----, Minutes of the Pre-bid Conference, Letters received from the Consultant, if any.

Terms of Reference – Preparation of Functional Plans for-----,

6A. Background

6B. Need for the Study

6C. Scope of Work

6D. Deliverables

6E. Time/ Payment Schedule

Support by Consultant after approval of Final Report

6F. Other conditions of payment

6G. Procedure for Monitoring & Review of the Study

6H. Earnest Money & Performance Guarantee

(A) Refund/Adjustment of Earnest Money:

(B) Performance Guarantee:

6I. Agreement

6J. General

Appendix I

Non-Disclosure Agreement

It is certified that there will be a two-year cooling off period post the completion of the project “Functional Plan for Smart and Digital NCR-2047” in the event to join foreign missions/firms/think tanks as per clause no. 3.15.12 of the RFQ-cum-RFP document.

(Authorized Signatory of Consultant)

**Minutes of the Pre-bid Meeting for preparation of Functional Plans for-----held
on -----at ----- P.M.**

Letters received from the Consultant