



# LUCKNOW DEVELOPMENT AUTHORITY

Vipin Khand, Gomti Nagar, Lucknow - 226010 (U.P.) Email Id: [ldacecivil@gmail.com](mailto:ldacecivil@gmail.com)

Tender No.: 200/EE(P)/2024

Date: 27/8/2024

## REQUEST FOR PROPOSAL (RFP)

Lucknow Development Authority wishes to on-board firms working on the field of planning for preparation of TOD Zonal Development Plan

Detail of Works	Tender Fees	EMD	Bid Opening Time	Bid Opening Date
Request for proposal for consultancy services for preparation of zonal development plans for the proposal TOD Zones along Lucknow metro corridor falling in Lucknow development area.	₹ 11,800.00	₹ 5,00,000.00	12:00 Hrs	25.09.2024
	<ul style="list-style-type: none"><li>• Bid Start Date: 28-08-2024, 12:00 hrs</li><li>• Last date of submission of proposals: 24-09-2024, 12:00 hrs</li><li>• Date of opening of technical bid: 25-09-2024, 14:00 hrs</li><li>• Date of opening of financial bid: To be communicated later</li></ul>			

The Request for Proposal (RFP) document for the "Request for proposal for consultancy services for preparation of zonal development plans for the proposed TOD zones along Lucknow metro corridor falling in Lucknow development area" can be downloaded from the e-procurement website <http://etender.up.nic.in>. Any corrigendum will be available only on <http://etender.up.nic.in> and <http://ldaonline.co.in>.

27/08/2024

**CHIEF TOWN PLANNER**  
Lucknow Development Authority  
Lucknow, Uttar Pradesh  
Email Id: [ctpmla@gmail.com](mailto:ctpmla@gmail.com)

Request for proposal for consultancy services for preparation of zonal development plans for the proposed TOD zones along Lucknow metro corridor falling in Lucknow development area

Issued By



Lucknow Development Authority  
Sector 38A, 2A, Gomti Nagar Extension Bypass Road,  
Vipin Khand, Gomti Nagar, Lucknow, U.P. – 211001

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**VOLUME – I**

**NOTICE INVITING TENDER, INFORMATION FOR BIDDERS &  
INTRODUCTION**

## Disclaimer

This Request for proposal (RFP) document for “**Consultancy Services for preparation of Zonal Development Plans for the proposed TOD Zones along Lucknow Metro corridor falling in Lucknow Development Area**” contains information about the project and scope of work for bidding among bidders. The purpose of RFP is to provide the bidders with information to assist in the formulation of their response.

While all efforts have been made to ensure the accuracy of the information contained in this RFP document, this document does not contain all the information required by the bidder. The bidders are encouraged to conduct their own independent assessment, investigations, and analysis; check the reliability, accuracy, and completeness of the information at their end, and obtain independent advice from relevant sources as required before submission of their response. Lucknow Development Authority (LDA) and any of its employees or advisors shall incur no liability under any law, statute, rules, or regulations as to the accuracy or completeness of the RFP document.

The LDA reserves the right to change any or all conditions/ information set in this RFP document by way of revision, deletion, updating, or annulment through the issuance of an appropriate addendum as the LDA, Lucknow may deem fit without assigning any reason thereof.

The LDA reserves the right to accept or reject any or all applications without giving any reasons thereof. The LDA will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the applications to be submitted in terms of this RFP Document.

## 1 NOTICE INVITING TENDER (NIT)

Applicants can download the RFP document from the website <https://etender.up.nic.in/nicgep/app> and submit their response on eProcurement System Government of Uttar Pradesh in the English language as per formats provided annexure of the document.

The key dates and information for the Project are as below:

	Title	Description		
1.	Name of the work	Request for proposal (RFP) for “ <b>Consultancy Services for preparation of Zonal Development Plans for the proposed TOD Zones along Lucknow Metro corridor falling in Lucknow Development Area</b> ”		
2.	Mode of Bid Submission	Online through e-procurement system <a href="https://etender.up.nic.in">https://etender.up.nic.in</a>		
3.	Type of Tender	Open Tender through National Competitive Bidding (NCB)		
4.	Type of Bidding System	Single Stage Two Bid System		
5.	Type of Contract	QCBS (H1)		
6.	Period of Completion	10 Months from the date of Award of Contract Work.		
7.	Bid Validity Period	180 days		
8.	EMD/ Tender Fee details	<p>a. Bid Processing Fee: Non-refundable/ Nonadjustable fee of INR 11,800 inclusive of GST (Rupees Eleven Thousand Eight Hundred Only) is to be submitted with each Proposal.</p> <p>b. EMD/ Bid Security Fee: Each Proposal should be accompanied with a EMD/ Bid Security amount of INR 5,00,000/- (Rupees Five Lakh Only). This amount is to be deposited through NEFT/ RTGS mode, in favour of ‘Lucknow Development Authority’. Applicants whose bid security is not received by the Client before the last date of submission, their proposals will be rejected.</p> <p>Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.</p> <p>Step-by-step manual for online payment of Bid Processing Fee &amp; EMD/ Bid Security is as follows:</p> <p>a. Go to <a href="https://lda.procure247.com">https://lda.procure247.com</a></p> <p>b. Fill the details in the form and select the Payment type - Tender Fee/EMD/Security Deposit with other details.</p> <p>c. Post validating, click on “Proceed” Button.</p> <p>d. Bidder will get the options to pay through Credit Card/ Debit Card/ Net Banking &amp; NEFT/ RTGS Challan Mode.</p> <p>e. For NEFT/ RTGS Challan Mode: After generating the Challan, Bidder needs to initiate NEFT/ RTGS through their bank as per the Beneficiary details provided in the Challan.</p> <p>f. Bidder can check the status of the payment.</p>		
9.	Date of uploading the RFP	28/08/2024, 1200 hrs		
10.	Date of Pre-bid meeting	09/09/2024, 1200 hrs Prebid queries to be mailed on <a href="mailto:ctpmllda@gmail.com">ctpmllda@gmail.com</a>		
11.	Last date of Submission of RFP	24/09/2024, 1500 hrs		
12.	Date of opening of technical bid	25/09/2024, 1500 hrs		
13.	Contact details for clarification	<table border="0"> <tr> <td>Shri K. K. Gautam, Chief Town Planner, Lucknow Development Authority Ph no. - 7500161161 Email – <a href="mailto:ctpmllda@gmail.com">ctpmllda@gmail.com</a></td> <td>Shri Viplav Sahu, Team Lead – Urban Planner, PMC, Lucknow Development Authority Ph No - 8756021169 Email – <a href="mailto:lda.pmc23@gmail.com">lda.pmc23@gmail.com</a></td> </tr> </table>	Shri K. K. Gautam, Chief Town Planner, Lucknow Development Authority Ph no. - 7500161161 Email – <a href="mailto:ctpmllda@gmail.com">ctpmllda@gmail.com</a>	Shri Viplav Sahu, Team Lead – Urban Planner, PMC, Lucknow Development Authority Ph No - 8756021169 Email – <a href="mailto:lda.pmc23@gmail.com">lda.pmc23@gmail.com</a>
Shri K. K. Gautam, Chief Town Planner, Lucknow Development Authority Ph no. - 7500161161 Email – <a href="mailto:ctpmllda@gmail.com">ctpmllda@gmail.com</a>	Shri Viplav Sahu, Team Lead – Urban Planner, PMC, Lucknow Development Authority Ph No - 8756021169 Email – <a href="mailto:lda.pmc23@gmail.com">lda.pmc23@gmail.com</a>			



## 2 INFORMATION FOR BIDDERS (IFB)

Detailed instructions & documents to be furnished for online bidding:

1. **PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL:** The Bidder intending to participate in the bid is required to register in the Portal with some information about the firm. This is a onetime activity for registering in Portal. During registration, the consultant must attach a Digital Signature Certificate (DSC) to his / her unique user ID. The DSC used must be of appropriate class issued from a registered Certifying Authority such as n-Code solutions CA, Safe script, TCS, MTNL, IDRBT, E-Mudra etc.
  - a) To log on to the portal the Bidder is required to type his/her username and password.
  - b) The system will again ask to select the DSC and confirm it with the password of DSC. For each login, a user’s DSC will be validated against its date of validity and against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
  - c) The tender documents uploaded by the Tender Inviting Officer in the website ‘e’- procurement portal <https://etender.up.nic.in> will appear in the section of “Upcoming Tender” before the due date of tender sale. Once the due date has arrived, the tender will move to “Active Tender” Section of the homepage. Only a small notification will be published in the newspaper specifying the work details along with mention of the specific website for details. The publication of the tender will be for a specific period till the last date of submission of proposals as mentioned in the ‘Invitation for Bid’ after which the same will be removed from the list of Active tenders. Any bidder can view or download the bid documents from the web site.
  - d) If the *software* application has the provision of payment of cost of tender document through payment gateways of *authorized* bankers by directly debiting the account of the bidders, bidders will be required to avail on-line payment. Furnishing scanned copies of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as nonresponsive and thus liable for rejection.
- 1.1. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.
- 1.2. Any third party/company/person under a service contract for operation of e-procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.
- 1.3. For submission of Proposals through the E-Procurement Portal, the bidder shall upload the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The on-line bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per NIT.
- 1.4. The Officer inviting the bid / Engineer-in-Charge will clarify queries on the Contract Data on requisition by the intending Bidder. The bidder may ask questions in the e-procurement portal using his DSC; provided the questions are raised before the date mentioned in the home page under critical dates.
- 1.5. The proposals uploaded by the Tender Inviting Officer may consist of conceptual drawings or typical sections of the project. Bidders may download these drawings and take out the print for detail study. The bidder is required to download all the documents including the drawings for preparation of his bid. It is not necessary for the part of the Bidder to upload the drawings other Bid documents (after signing) while uploading his bid. He is required to upload documents related to his eligibility criteria and qualification

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information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred to all the drawings and documents uploaded by the Officer Inviting the Bid. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.

- 1.6. Any corrigendum issued shall be part of the bidding documents and shall be notified on the website <https://etender.up.nic.in>
- 1.7. All the volumes/documents shall be provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and upload the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. Submission of documents shall be affected by using DSC of appropriate class.
2. Bids will be opened online as per the time schedule mentioned in the NIT of the RFP.
3. Bidders should be ready with the scanned copies of cost of documents & bid security as specified in the tender document. Before submission of bids online, bidders must ensure that scanned copies of all the necessary documents have been attached with the bid.
4. Bidders should produce original Demand Draft /Bank Guarantee towards tender fee & bid security as mentioned in NIT to the LDA, Lucknow office during the period & time as mentioned in the IFB, failing which bid will not be accepted. The details of cost of documents, bid security specified in the tender documents should be the same as submitted online (scanned copies), otherwise bid will summarily be rejected.
5. The Department will not be responsible for the delay in online submission of bids due to any reason, whatsoever.
6. All required information for bid must be filled out and submitted online.
7. Other details can be seen in the bid documents.
8. Only online withdrawal or modification of bids, if any, in pursuance of relevant clauses of the SBD is acceptable.
9. Details of documents to be furnished for online bidding:  
(Scanned copies of the following documents to be up-loaded in pdf format on the website <https://etender.up.nic.in>. in technical bid folder).
  - a) Tender fee
  - b) Bid security (Bank Guarantee) in the form specified in RFP.
  - c) Qualification requirement of the bidder information and supporting documents, as specified in RFP.
  - d) Certificates, undertakings, affidavits as specified in RFP.
  - e) Undertakings that the bid shall remain valid for the period specified in RFP.
10. Uploaded documents of successful bidder will be verified with the original before signing of the agreement. The successful bidder should provide the originals to the concerned authority on receipt of such a letter in this regard, which will be sent through registered post or speed post or by e-mail or delivered by hand.
11. Each upload shall be digitally signed by the bidder.

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12. Bidders in order to participate in the bidding process have to get ‘Digital Signature Certificate (DSC)’ as per Information Technology Act-2000 to participate in online bidding. This certificate will be required for digitally signing the bid.
13. The RFP document shall form part of the Contract Agreement. The bidder should download all pages of the RFP document and must sign all pages (authorized signatory of the Contract agency) before uploading the RFP document in the <https://etender.up.nic.in> portal

### 3 INTRODUCTION

#### 3.1 Project Brief

In order to promote sustainable and integrated urbanization along mass transit corridors such the RRTS, MRTS etc., the Government of India has mandated the implementation of Transit Oriented Development (TOD) along such corridors. Guidelines in this regard have been provided in the National TOD Policy, 2017 basis which State Government are to formulate their respective TOD Policies. Government of Uttar Pradesh, in August 2022 notified the Uttar Pradesh TOD Policy, which mandates TOD based planning and development along identified mass transit corridors.

Accordingly, in line with the guidelines stipulated under the National TOD Policy, 2017 (Government of India) and the UP TOD Policy, 2022, The TOD Zones along Lucknow Metro Corridor is in the process of being delineated in the Masterplan (2031) of Lucknow Development Authority.

These Zones include –

- Metro Influence Zone of 500m on either side of the alignment

As per the UP TOD Policy, 2022 – Zonal Development Plans under Section 8 of the Uttar Pradesh Planning & Development Act, 1973 are to be prepared. The Uttar Pradesh TOD Policy, 2022 provides for Development Authorities to delegate the responsibility of preparation of Zonal Development Plans for the TOD Zones to the concerned Transit Agency.

The format for the contents of the final Zonal Development Plan shall be broadly in line with the guidelines mandated in the Urban and Regional Plan Formulation and Implementation (URDPFI) Guidelines of Government of India, and specifically tailored to the requirement on TOD based planning. The format for the deliverables including all reports and maps, including representation and scale, shall be as mutually agreed between the State Government, Development Authorities, Transit Agency, and Consultant, in the interest of clarity and legibility of the final document / plan.

#### 3.2 Key Instructions

1. Period of availability of tenders online/date & time of bidding on-line/last date of seeking clarification/date of opening of tender papers are as per NIT.
2. Work is to be executed by LDA.
3. Cost of bidding document for a non-refundable fee as indicated shall be in the form of NEFT/RTGS from any Scheduled Commercial Public sector/Private sector Bank, payable at Lucknow in favor of **“Lucknow Development Authority”** in Employer Bank Account as provided at NIT of Volume -I of RFP.
4. Bids must be accompanied by Bid Security amount specified in NIT for the work. Bid Security shall be in the form as specified in clause 1.19 of Volume – II of the bidding documents
5. Bid Security shall be deposited in the office of the Chief Town Planner, Sector 38A, 2A, Gomti Nagar Ext Bypass Road, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh, on the time & date mentioned as per NIT by post / hand. Only those applications will be entertained whose cost of bidding document and bid security is received on or before time & date mentioned as per NIT. LDA will not be held responsible for postal delay, if any, in the delivery of the document or non-receipt of the same in LDA.
6. Bidder(s) shall upload Scanned copy in pdf format/Digitally Signed copy of his/her Bid Security, GST, PAN, Three Years Audited Turnover, Character Certificate, Work Experience, Partnership Deed or Article of Association / Memorandum, Undertakings, Affidavits, E.P.F failing which the bid shall be rejected. Bidder must submit Bank Guarantee, Power of Attorney, Undertaking Certificate in Original.

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7. The work shall have to be completed in time, failing which penalty for non– completion of work in time shall be imposed, as stated in the Bid Document.
8. Bidders who have rescinded work in and Government department shall not be eligible to participate in the bidding process. Bidders shall provide their Banker’s contact details, so that LDA can contact the Bank, if required.

**VOLUME – II**

INSTRUCTION TO BIDDERS (ITB) & LIST OF DOCUMENTS

## 1 INSTRUCTION TO BIDDERS (ITB)

### A. General Information

#### 1.1 Scope of Bid

##### 1.1.1

Lucknow Development Authority (LDA), hereinafter referred to as the “Employer”, issues this RFP for the ‘**Consultancy Services for preparation of Zonal Development Plans for the proposed TOD Zones along Lucknow Metro corridor falling in Lucknow Development Area**’ as specified in Section 6 of the RFP

##### 1.1.2 Throughout this bidding document

- a) The term “in writing” means communicated in written form and delivered against receipt.
- b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
- c) “day” means calendar day.
- d) “week” means a period of seven days.

#### 1.2 Source of funds

The expenditure of this project shall be funded by Lucknow Development Authority

#### 1.3 Fraud and Corruption

##### 1.3.1

The Employer requires that bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this, the Employer:

- a) defines, for the purposes of this provision, the terms set forth below as follows:
  - i. “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
  - ii. “Fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
  - iii. “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
  - iv. “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
  - v. “abuse” means theft, waste or improper use of assets related to Employer-related activity, either committed intentionally or through reckless disregard.
  - vi. “Conflict of interest” means any situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
  - vii. “Obstructive practice” means
    - a. deliberately destroying, falsifying, altering, or concealing of evidence material to an Employer’s investigation, or deliberately making false statements to investigators, with the intent to impede an Employer’s investigation.
    - b. threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to Employer investigation or from pursuing the investigation; or
    - c. Employer reserves the right directly or through their Auditors to inspect accounts, records and other documents relating to the bid submission and contract performance pertaining to consultant, supplier, sub-contractor. Deliberate acts intended to impede the exercise of Employer’s contractual rights of audit or inspection or access to information; and

- viii. "Integrity violation" including (i) to (vii) above including failure to adhere to the highest ethical standard.
- b) Has the right to reject the bid for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, abusive, coercive, or obstructive practices or other integrity violations in competing for the Contract.
- c) Will sanction a bidder or its successor, including declaring ineligible, for a stated period, to participate in Employer's activities, if it at any time determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, obstructive, abusive, conflict of interest, coercive and integrity violation in competing for, or in executing a contract of the employer.
- d) In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that the bidder has made material misrepresentation or has given any materially incorrect or false information, the bidder may be
  - i. disqualified and banned from further business dealings for a period of Two (02) years with the Employer forthwith if not yet appointed as the bidder either by issue of Letter of Acceptance or entering into of the Agreement.
  - ii. And if the bidder has already been issued the Letter of Acceptance or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this bid document, be banned for further business dealings with the Employer for a period of Two (02) years, by a communication in writing by the Employer to the bidder, without the Employer being liable in any manner whatsoever to the bidder or the bidder, as the case may be. Further the Contract of the bidder may be terminated and the decision of Employer in this regard shall be final and binding on the bidder. In case the contract is terminated, Employer shall forfeit and appropriate the Performance Security (to be treated as mutually agreed pre-estimated compensation and damages payable to the Employer for, inter alia, time cost and efforts of the Employer), without prejudice to any other right or remedy that may be available to the Employer.
  - iii. deleted

#### 1.4 **Eligible Bidders**

1.4.1 A Bidder must be registered as a Company/ LLP firm / Partnership firm/ Proprietorship firm/ Society/ Trust; or government owned enterprise subject to ITB 1.4.4. All bidders shall fill in the technical formats as provided in Volume- IV of the RFP document.

- a) In case of Single Entity (An entity that cannot be further differentiated into units with their own legal identities):
  - i. Submit Power of Attorney (As per Form 7) authorizing the signatory of the bid to commit the bidder.
- b) JV is not allowed.

1.4.2 A Bidder or any of its constituents shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in the bidding process if any of, including but not limited to, the following apply:

- a) they have controlling shareholders in common; or
- b) they receive or have received any direct or indirect subsidy from any of them; or
- c) they have the same legal representative for purposes of this bid; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or



- e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a Joint Venture. A bidder who participates in more than one Bid will cause all of the proposals in which the bidder has participated to be disqualified. No Bidder can be a Sub-Contractor while submitting a bid individually or as a partner of a Joint Venture in the same Bidding process. However, subject to any finding of a conflict of interest in terms of ITB 1.4.3 (a) (d) above a bidder, if acting in the capacity of Subcontractor in any Bid, may participate in more than one Bid, but only in that capacity.
- f) a Bidder or any of its constituents, associates, parent company, or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
- g) Conflict among consulting assignments: Neither Consultants (including their personnel and sub-consultants), nor any affiliates that directly or indirectly controls, is controlled by, or is under common control with that firm, shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant.
- h) Relationship with Employer's Staff: Consultant (including their experts and other personnel, and sub-consultants) that have a close business or family relationship with a professional staff of the Employer (or of the Project implementing agency) who are directly or indirectly involved in any part of:
  - i. the preparation of the Scope of Work/Terms of Reference,
  - ii. the selection process for the Contract, or
  - iii. the supervision of such Contract may not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

1.4.3 The bidder shall be disqualified if:

- a) The bidder or any of its constituents and/or sub-contractor /subconsultant included in the bid have been blacklisted/banned for business applicable over all departments with the banning being valid as on the last date of submission of bids, except in cases where such blacklisting/banning has been withdrawn by Competent Authority or has ceased on the deadline for submission of the bids, for which satisfactory evidence is to be produced.
- b) Any previous contract of the bidder or of any of its constituents had been terminated for consultant's failure by at any time starting from 02 years before the deadline for submission of bids. Provided, however, there is no stay order or declaration by any Court against such termination of the Contract or such termination of the Contract has not been revoked.
- c) The bidder or any of its constituents has suffered bankruptcy/insolvency or it is in the process of winding-up or there is a case of insolvency pending before any Court on the deadline of submission of bids or thereafter till finalization of bids.
- d) The bidder is found ineligible by the Employer, in accordance with ITB-1.4.
- e) The bidder or its constituent(s) has been declared to be a poor performer and the period of poor performance is still in force on the deadline for submission of bids.

1.4.4 Government-owned enterprises in the Employer's country shall be eligible only if they can establish that they

- a. are legally and financially autonomous,
- b. operate under commercial law, and
- c. are not a dependent agency of the Employer.

- 1.4.5 Bidder shall not be under suspension from bidding by the Employer as the result of the execution of a Bid.
- 1.4.6 Bidders shall immediately inform the Employer, in case Bidder ceased to fulfill eligibility or Employer requests to provide evidence for their continued eligibility in terms of ITB 1.4

## B. Contents of Bidding Document

### 1.5 Sections of Bidding Document

- 1.5.1 The Bidding Document consists of Volume I, II, III, IV, V, VI, VII and VIII which include all the sections indicated below and should be read in conjunction with any addenda/corrigenda issued in accordance with ITB 1.7.

S. No.	Particulars	Volume No
1	Notice Inviting Tender (NIT)	I
2	Information for Bidders (IFB)	
3	Introduction	
4	Instructions to Bidders	II
5	Evaluation and qualification criteria	III
6	Formats for Technical Proposal	IV
7	Scope of work	V
8	General Conditions of Contract	VI
9	Special Conditions of Contract	
10	Contract agreement	VII
11	Securities and Other Forms	VIII
11	Financial Bid	IX

- 1.5.2 The ITB issued by the Employer is a part of the Bidding Document
- 1.5.3 The Employer is not responsible for the completeness of the Bidding Document and their addendum / corrigendum, if they were not obtained directly from the source stated by the Employer in the IFB. The complete bid document can be viewed / downloaded by the Bidder from Uttar Pradesh e-procurement portal of NIC <https://etender.up.nic.in> as mentioned in critical date in the NIT.
- 1.5.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.
- 1.6 **Clarification of RFP Document, Pre-Bid Meeting**
- 1.6.1 A Bidder requiring any clarification on the Bidding Document shall contact the Employer through authorized e-mail id [ctpmla@gmail.com](mailto:ctpmla@gmail.com) of Employer or raise its inquiries during the pre-bid meeting if provided for in accordance with ITB 1.6.2. The deadline for seeking clarification by the bidder shall not be later than 07/09/2024 (up to 17:00 Hrs. IST) prior to the deadline for submission of bids.

The Employer will respond to any request for clarification at least 07 days prior to the deadline for submission of bids through e-procurement portal or through authorized e-mail id of Employer.

The Employer may, if necessary, amend the Bidding Document as a result of a request for clarification, then it shall do so following the procedure under ITB 1.7

### 1.6.2 Pre-Bid Meeting

- a) The Prospective Bidder’s designated representative is invited to attend a pre-bid meeting which will be conducted through Video Conferencing (VC) Mode or physical mode, as per the schedule given in RFP.
- b) The Bidder’s designated representative is invited to attend a pre-bid meeting, The purpose of the meeting will be to clarify issues pertaining to the Bid.
- c) The Bidder is requested to send in authorized e-mail id of Employer not later than the date and time as mentioned in ITB 1.6.1
- d) The response of the questions raised, (including questions raised during the meeting in writing) without identifying the source, and the responses given, together with any responses prepared after the meeting will be uploaded on e-Procurement portal, <https://etenders.gov.in/eprocure/app>. Any modification to the Bidding Document that may in the sole discretion of the Employer become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the use of an Addendum/Corrigendum pursuant to ITB 1.7

## 1.7 **Amendment of Bidding Document**

- 1.7.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Document by issuing addendum/corrigendum.
- 1.7.2 The corrigendum thus issued shall be part of the bidding documents and shall be uploaded in <https://etender.up.nic.in>.  
The onus is on the Bidders to visit the e-procurement portal to see the addendum/corrigendum published by the Employer.
- 1.7.3 To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 1.21.1

## **C. Preparation of bids:**

### 1.8 **Cost of Bidding**

- 1.8.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### 1.9 **Language of Bid**

- 1.9.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in English language.

### 1.10 **Documents comprising in the bid.**

- 1.10.1 The bidder shall submit their bid on-line on E-procurement portal <https://etender.up.nic.in> as mentioned in para ITB 1.19

The Bid shall comprise two parts submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 1.10.2 and the other the Price Bid containing the documents listed in ITB 1.10.3

- 1.10.2 The Technical Bid (Cover 1) shall comprise the following.

- a) Letter of Technical Bid.
- b) Technical Proposal in accordance with ITB 1.14.
- c) Documentary evidence in accordance with ITB 1.15, establishing the Bidder’s qualifications to perform the contract.

Bidders shall upload the details of the Bid Security payment online on the e-bidding portal <https://etender.up.nic.in> along with Bid submission.

The bid shall be considered as non-responsive in case of non-submission of scanned copy of Bid Security payment in the e-bidding Portal along with submission of bid. The bidder shall also be considered as non-responsive in case original Bid Security which was uploaded with the bid on e-bidding Portal, is not submitted to LDA, Lucknow before the date and time specified in the bidding document.

- d) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 1.18.2.
- e) Details of MSEs in accordance with ITB 1.33
- f) Duly filled bidding forms along with relevant document as mentioned in Volume 4: Formats for Technical Proposal

1.10.3 The “Financial Bid” (Cover 2) to be submitted in online only inclusive of all taxes etc. and excluding GST amount)

### 1.11 **Letters of Bid and Schedules**

1.11.1 The Letters of Technical Bid and Price Bid, and the Schedules, shall be prepared using the relevant forms furnished in Volume 4: Formats for Technical Proposal. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. Bid, if found with modification, alteration, or substitution it may be considered as non-responsive, and Employer reserves the Right to reject the Bid. All blank spaces shall be filled with the information requested.

### 1.12 **Bid price.**

1.12.1 The Bidder shall quote a lumpsum price for the work as mentioned in the Financial bid. In case the bidder fails to quote the lumpsum amount in the Price Bid for lumpsum schedules, in such case the offer of the bidder shall be considered nonresponsive, and it shall be summarily rejected.

1.12.2 GST shall be paid as applicable in accordance with the prevailing rules of Government of India on submission of GST invoices as per the prevailing Government rules. Goods and Service Tax [GST] will be paid extra as applicable on the submission of GST Invoices for first Interim payment certificate. The subsequent Interim payment certificate shall be processed for payment upon submission of documentary evidence in the form of Challans/GSTR Form-1 as the case maybe towards payment of GST collected on the previous Interim payment certificates to the GST Authorities. However, if subsequent bills are raised before the return submission date of previous Bill period, the documentary evidence towards payment of GST shall be provided within 7 days from the date of such return filling. The Final payment certificate/single payment certificate, payment shall be released on the undertaking by the consultant/supplier for providing evidence within 07 days from the due date of such return filing for final bill based on GST provision for due dates.

### 1.13 **Currencies of Bid and Payment**

1.13.1 The currency of bid and payment shall be quoted by the bidder entirely in Indian Rupees only. All payments shall be made in Indian Rupees.

1.13.2 Payment shall be made electronically in the account of the Bidder as per the details provided by the Bidder.

All payments, will be subject to deduction of tax at source in accordance with the provisions of the Indian Income tax Act, Indian Goods & Services Tax laws, and any other applicable laws, including any Withholding Taxes (as per applicable provisions/Lower Tax deduction certificate issued by Tax Authorities) etc. Building & Others Construction Workers (BOCW) Cess shall be applicable on Contract Price (excluding GST). The Bidder / individual partners of JV shall take necessary clearance/exemption and registration certificate for Income Tax/GST/Other Taxes, as applicable.

### 1.14 **Documents Comprising the Technical Proposal**

1.14.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, personnel, schedule, and any other information as stipulated in Volume 4: Formats for Technical Proposal, in sufficient detail to demonstrate the adequacy of the Bidders’ proposal to meet the work requirements and the completion time.

#### 1.15 Documents Establishing the Qualification of the Bidder

1.15.1 To establish its qualifications to perform the Contract in accordance with Volume 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Volume 4: Formats for Technical Proposal

#### 1.16 Bid Validity

1.16.1 Bids shall remain valid for 180 days after the bid submission deadline date prescribed by the Employer.

In case of Bid Validity is of shorter period than the Employer has the right to reject the Bid as non-responsive.

1.16.2 If a bid security is requested in accordance with ITB 1.17, it shall also be extended up to the date mentioned in the letter of request for extension. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.

#### 1.17 Bid Security

1.17.1 The Bidder shall furnish as part of its bid, a bid security in stipulated form with requisite validity and for the said amount of Currency as specified in NIT Document

a) Each Proposal should be accompanied with an EMD/ Bid Security amount of INR 5,00,000/- (Rupees Five Lakh Only). This amount is to be deposited online through <https://lda.procure247.com>. Applicants whose bid security is not received by the Client before the last date of submission, their proposals will be rejected.

Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

Step-by-step manual for online payment of Bid Processing Fee & EMD/ Bid Security is as follows.

- a. Go to <https://lda.procure247.com>
- b. Fill the details in the form and select the Payment type - Tender Fee/EMD/Security Deposit with other details.
- c. Post validating, click on “Proceed” Button.
- d. Bidder will get the options to pay through Credit Card/ Debit Card/ Net Banking & NEFT/ RTGS Challan Mode.
- e. For NEFT/ RTGS Challan Mode: After generating the Challan, Bidder needs to initiate NEFT/ RTGS through their bank as per the Beneficiary details provided in the Challan.
- f. The bidder can check the status of the payment.

Authority will not be liable to pay any interest on bid security deposits. Bid security of unsuccessful Applicants shall be returned, without any interest, within two months after signing the contract with the Selected Applicant or when the selection process is cancelled by Client. The Selected Applicant’s Bid Security shall be returned, without any interest upon the Applicant signing the contract and furnishing the Performance Security in accordance with provision of the RFP and contract.

- b) Bidders are required to upload the duly signed scanned copy of the Bid Security payment in the NIC UP Government E-Procurement portal i.e. <https://etender.up.nic.in/nicgep/app> of with the offer on e-procurement portal.
- c) The bid shall be considered as non-responsive in case of non-submission of scanned copy of Bid Security in the e-bidding Portal along with submission of bid.

- 1.17.2 Bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall be valid for 60 days beyond the contract ending date.
- 1.17.3 The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s furnishing of the performance security pursuant to ITB 1.36. However, bid security of those bidders who have not been technically qualified shall be returned after opening of price bid.
- 1.17.4 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has furnished the required performance security and signed the Contract.
- 1.17.5 The bid security shall be forfeited:
- a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bids
  - b) if a Bidder misrepresents or omits the facts in order to influence the procurement process.
  - c) if the successful Bidder fails to:
    - i. sign the Contract in accordance with ITB 1.39.
    - ii. furnish a performance security in accordance with ITB 1.38.
    - iii. accept the correction of its Bid Price pursuant to ITB 1.32.2, OR
    - iv. furnish a domestic preference security if so required.
  - d) if the affidavit submitted by the bidder or its constituents in pursuance to ITB 1.4.3 or any of the declarations of Letter of Technical Bid submitted by the bidder has been found to be false at any stage during the process of bid evaluation.
  - e) In case the bidder who has been exempted for submission of Bid Security being Micro & Small Enterprise/ Startup Business, and
    - i. withdraws his Bid during the period of Bid validity; or
    - ii. becomes the successful bidder, but fails to commence the work (for whatsoever reasons) as per terms & conditions of bid; or
    - iii. refuses or neglects to execute the contract; or
    - iv. fails to furnish the required Performance Security within the specified time,

Then such bidders shall be debarred from participating in future bids for a period of 02 years from the date of discharge of bid / date of cancellation of LOA / annulment of award of contract as the case may be. Thereafter, on expiry of period of debarment, the bidder may be permitted to participate in the procurement process only on submission of required Bid Cost / Bid Security
  - f) Further the Employer may advise the authority responsible for issuing the exemption certificate to take suitable actions against the bidder such as cancellation of enlistment certificate etc.
- 1.17.6 In case the bid security is submitted in the form of Bank Guarantee the same shall be verified by the Employer from the issuing bank for its genuineness.

## 1.18 **Format and Signing of Proposal**

- 1.18.1 The Technical Bid (comprising of documents specified in ITB 1.10.2) and Price Bid (comprising of documents specified in ITB 1.10.3) shall be submitted online on e-procurement portal of NIC [www.etender.up.nic.in](http://www.etender.up.nic.in) only in accordance with the requirements of the Bid Documents.
- 1.18.2 Bid Documents which are to be submitted as scanned documents shall be printed or written in indelible ink (in the case of copies, legible photocopies are also acceptable) and all the pages shall be signed by person or persons duly authorized to sign on behalf of the Bidder before scanning and uploading in PDF. Bid documents may be scanned with 100 dpi with black and white option which

helps in reducing the size of the scanned document. Bidders are advised to ensure clarity and visibility of the contents of scanned documents before uploading the same. All pages of the Bid, where entries or amendments have been made, shall be initialed by the person or persons signing the Bid.

The written confirmation of authorization to sign on behalf of the Bidder shall consist of:

- a) In case of Private/Public Companies, a Power of Attorney (POA) from the legal representative of the company who has been authorized by the Board Resolution, constitution of the legal entity, articles of incorporation or other valid legal instruments acceptable to the Employer. A copy of Board Resolution shall also be submitted, where applicable.
- b) In the case of proprietorship bidders, Power of Attorney by the Proprietors.
- c) In case of Limited Liability partnership (LLP), a POA from the legal representative of the company who has been authorized by the Board Resolution, constitution of the legal entity, articles of incorporation or other valid legal instruments acceptable to the Employer. A copy of Board Resolution shall also be submitted, where applicable.

1.18.3 Bidders shall follow the method of submission as mentioned in Instructions to Bidders and Instruction to Bidders for online submission of Bids. Submission of Bids.

#### **D. Submission and Opening of Bids**

##### **1.19 Submission of Bids**

1.19.1 Bidders shall upload their bid submission online on e-procurement portal [www.etender.up.nic.in](http://www.etender.up.nic.in) within the stipulated date and time as mentioned in ITB 1.20.1. The Bidder shall ensure that they retain a copy of the receipt/acknowledgement of their Bid submission which is generated by the system upon successful submission of Bid online.

1.19.2 Bids sent through any other means of transmission except as mentioned above shall be treated as invalid and shall stand rejected.

1.19.3 No details about price bid shall be submitted / disclosed directly or indirectly in the technical bid and in such case, the Bid shall be rejected.

1.19.4 Bidders are required to upload the duly signed scanned copy of the Bid Security in the E-Procurement portal of NIC (<https://etender.up.nic.in/nicgep/app>) with the offer on e-procurement portal. However, Original of the same Bid Security which was submitted with the offer on e-Procurement Portal of NIC should also be submitted by the Bidders at the Employer’s address indicated in the NIT before the date and time specified in ITB 1.20.1. The original Bid security received in physical form should be the original Bid Security instrument of the scanned copy uploaded in the e-bidding portal of NIC along with the Bid and no deviation whatsoever shall be accepted in this regard.

The bid shall be considered as non-responsive in case of non-submission of scanned copy of Bid Security in the e-bidding Portal along with submission of bid. The bidder shall also be considered as nonresponsive in case original Bid Security which was uploaded with the bid on e-bidding Portal, is not submitted to LDA before the date and time specified in ITB 1.20.1.

1.19.5 The bidder shall seal the “Original Bid Security” in an envelope. The envelope shall:

- a) bear the name and address of the Bidder.
- b) bear the address of the Authority as mentioned below where the Bid Security in physical form is required to be submitted, Chief Town Planner, Lucknow Development Authority, Lucknow
- c) bear the specific identification i.e., Bid No. and Name of Work of this bidding process as indicated in NIT.

1.19.6 Original Bid Security in physical form submitted after the due date and time shall not be accepted and online bids of such bidders shall be rejected. LDA shall not be responsible for delay, loss, or non-receipt of ‘Original Bid Security’ sent by post / courier.

1.19.7 LDA shall not be responsible for “Original Bid Security” delivered to any other place / person in LDA other than the designated authority.

## 1.20 **Deadline for Submission of the Proposals**

1.20.1 The bids shall be received on or before the scheduled date of submission as notified in NIT.

The LDA may extend the deadline for submission of proposals by issuing a Corrigendum in accordance with ITB 1.8, in which case all rights and obligations of the Authority and the bidders previously subject to the original deadline will then be subject to the new deadline.

## 1.21 **Late Proposals**

1.21.1 Submission of Bids shall be closed on e-procurement portal at the date & time of submission as prescribed in NIT after which no bid can be uploaded. Any bid received (complete or in parts) after deadline of Bid submission by any other means shall not be considered **and bids or any other document associated with the Bid submitted on e-procurement portal before deadline of Bid submission shall only be evaluated.**

## 1.22 **Withdrawal, Substitution, and Modification of Bids**

1.22.1 The Bidder may modify, substitute, or withdraw its Bid after submission prior to the Bid Submission Deadline. No bid shall be modified, substituted, or withdrawn by the Bidder on or after the Bid Submission Deadline and Time. For modification of Bid, bidder has to detach its old Bid from e-procurement portal ([www.etender.up.nic.in](http://www.etender.up.nic.in)) and upload / resubmit modified bid. For withdrawal of bid, bidder has to click on withdrawal icon at e-procurement portal and can withdraw its Bid. Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, the bidder cannot re-submit Bid again.

1.22.2 Any documents submitted by the bidder who withdraws the bid in accordance with ITB 1.22.1 shall not be opened.

1.22.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid or any extension thereof.

## 1.23 **Bid Opening**

1.23.1 The Employer shall conduct the electronic opening of Technical Bids (Cover 1) on e-procurement portal as per the schedule date and time given in NIT. The opening of the Technical Bids and subsequent details can be viewed by the bidders by logging on to the e-procurement portal.

1.23.2 The Price Bid (Cover 2) submitted online on e-procurement portal will remain unopened in the e-procurement portal until the date and time of opening of Price Bid. The date and time of the opening of the Price Bid will be notified to all the bidders on e-procurement portal whose bid is found to be substantially responsive and technically qualified.

1.23.3 The Technical Bids shall be opened one at a time, and the following shall be recorded:

- a) the name of the Bidder.
- b) the presence of a scanned copy of payment information of Bid Security and
- c) any other details as the Employer may consider appropriate.

Only e-procurement Bids recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of Technical Bids



- 1.23.4 After the evaluation of technical bids, the Employer shall conduct the electronic opening of Price Bids of the bidders who have submitted substantially responsive Technical Bids and are qualified on the basis of evaluation of the Technical Bids. The date and time of the opening of Price Bids will be published through e procurement portal.
- 1.23.5 The Employer will also publish on the e-procurement portal the names of bidders whose bid have not been found substantially responsive to the requirements of the Bidding Document as a result of evaluation of Technical Bid. The Price bids of such technically non-responsive bidders shall not be opened.
- 1.23.6 The Employer shall conduct the electronic opening of Price Bids on the e-procurement portal. The opening of the Price Bids and subsequent details can be viewed by the bidders by logging on to the e-procurement portal.
- 1.23.7 On the Opening of the Price Bids, Summary of Price Bid opening and amount quoted by the bidders shall be informed through e-mail to all the Bidders who are found technically qualified.

#### **E. Evaluation and Comparison of Bids**

##### **1.24 Process to be confidential.**

- 1.24.1 Information relating to the examination, evaluation, and post qualification of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process.
- 1.24.2 Any attempt by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- 1.24.3 Notwithstanding ITB 1.24.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.

##### **1.25 Clarification of Financial bid**

- 1.25.1 To assist in the examination, evaluation and comparison of the Bids, the Employer may, at his discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer’s request for clarification and the response shall be in writing and delivered to concerned bidders through an e-procurement portal or through e-mail id mentioned in the Bid Document. The due date and time to respond to these queries will also be communicated. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of errors discovered by the Employer in the evaluation of the Price Bids, in accordance with ITB 1.12.2 and ITB 1.32.1
- 1.25.2 The bidder shall respond to the queries on e-procurement portal or on the email id mentioned in the Bidding Document. If a Bidder does not provide clarifications of its bid by the date and time set in the Employer’s requests for clarification, their bid shall be evaluated as per the available information in the submitted bid and bid may be rejected.

##### **1.26 Deviations, Reservations and Omissions**

- 1.26.1 During the evaluation of Bids, the following definitions apply:
- a) “Deviation” is a departure from the requirements specified in the Bidding Document.
  - b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
  - c) “Omission” is the failure to submit part, or all of the information or documentation required in the Bidding Document.

##### **1.27 Examination of Technical Bids**

- 1.27.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 1.11.2 have been provided, and to determine the completeness of each document submitted.

- 1.27.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer may be rejected.
- a) Letter of Technical Bid.
  - b) written confirmation of authorization to commit the Bidder.
  - c) Bid Security
  - d) Technical Proposal in accordance with ITB 1.10 and ITB 1.14

1.28 **Responsiveness of Technical Bid**

- 1.28.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 1.10.
- 1.28.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- a) if accepted, would.
    - i. affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
    - ii. limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights, or the Bidder's obligations under the proposed Contract; or
  - b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 1.28.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 1.14, Technical Proposal, in particular, to confirm that all requirements of Volume 5 (Scope of work) have been met without any material deviation, reservation, or omission.
- 1.28.4 If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and shall not subsequently be made responsive by correction of the material deviation, reservation, or omission.

1.29 **Nonmaterial Nonconformities**

- 1.29.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid that do not constitute a material deviation, reservation, or omission.
- 1.29.2 Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 1.29.3 Provided that a Technical Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.
- The cost of all quantifiable nonmaterial nonconformities shall be evaluated by Employer and will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of comparison of Bids and shall be advised to technically qualified and substantially responsive Bidders before opening of Price Bid.

1.30 **Qualification of the Bidder**

- 1.30.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying criteria specified in Volume 3 (Evaluation and Qualification Criteria).

The Documentation/Information produced/Furnished by the Bidder shall be subject to verification by the Employer at any stage during the Bidding Process or during the Contract Execution. In case of the incorrect certification/information furnished by Bidder, being noticed during such verification, the Employer reserves the Right to disqualify or take suitable action.

**However, the consultant shall not be absolved of the responsibility of submitting the genuine documents and will remain responsible for all the documents submitted even if the Employer does not verify the Documents.**

1.30.2 The credentials of Bidder’s subsidiaries, SPVs, parent entities, affiliates, Subcontractors, Associates, Sister Companies shall not be considered for qualification of the Bidder unless they are part of Bidding entity.

1.30.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder’s Price Bid.

A negative determination shall result in the disqualification of the Bid, in which event the Employer shall not open Price Bids of such Bidders.

1.30.4 The Employer reserves the right to reject the bid of the bidder found to be bankrupt or insolvent, goes into liquidation, has a receiving or administrative order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.

### 1.31 **Subcontractors**

1.31.1 The Employer does not intend for the contractor to execute any specific elements of the Works through nominated subcontractors.

1.31.2 Deleted

### 1.32 **Correction of Arithmetical Errors**

1.32.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected.
- c) If there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of Price Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Price Bid will be corrected.
- d) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), (b) and (c) above.

1.32.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors mentioned in ITB 1.12.2 and ITB 1.32.1, its Bid shall be disqualified, and its bid Security may be forfeited.

### 1.33 **Preferences & Relaxations**

1.33.1 The following preferences & relaxations shall apply.

**A. Purchase Preference Policy for Micro and Small Enterprises (MSEs) Registered Firms-**

- i. Purchase Preference to Micro and Small Enterprises (MSEs) as admissible under Government existing policy on the date of acceptance of bid shall be applicable to Micro and Small Enterprises (MSEs) registered with any statutory bodies specified by Ministry of Micro, Small & Medium Enterprises having Udyog Aadhaar Memoranda shall also be given all benefits under Public Procurement Policy Order 2012.
- ii. The bidders shall submit copy of current and valid MSEs registration certificate inclusive of all the pages showing the category of entrepreneur – whether the registered firm is owned by General or SC/ST entrepreneurs, monetary limit of their registration for the items tendered to avail the benefits under the policy.
- iii. As per UP Government GO only Such MSE firms registered in UP shall be exempted from payment of bid document cost and payment of Bid Security.
- iv. All bidders registered under Micro and Small Enterprises (MSEs) shall have to satisfy the eligibility criteria at par with other bidders. There shall not be any relaxation in eligibility criteria/bidding process or other bid requirement and L1 price.

**1.34 Evaluation and Comparison of Financial Proposals**

1.34.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

1.34.2 To evaluate the Price Bid, the Employer shall consider the following:

- a. price adjustment for correction of arithmetic errors in accordance with ITB 1.32.1.
- b. adjustment for nonmaterial nonconformities in accordance with ITB 1.29.3 and
- c. application of all the evaluation factors indicated in Volume 3 (Evaluation and Qualification Criteria).

1.34.3 The Employer may seek Clarification/Justification, detailed Price rate analysis and break down unit cost from the bidders, for Comparison and evaluation of financial bids with Internal Benchmarks for award of work to Lowest evaluated bidder in accordance with ITB 1.34.2

1.34.4 The Employer may seek Clarification/Justification and detailed Price Rate Analysis towards Abnormally Low/High Rate quoted by the Bidder for evaluation of Financial Bid

1.34.5 In case, the Bidder has quoted the rate “Nil charges/consideration” in the financial Bid, the Bid shall be treated as unresponsive and will not be considered.

1.34.6 The Employer shall reserve the right to reject the proposals of Abnormally Low Rate/High Rate quoted by any or all Bidders, in case, the Bidder has not submitted proper Justification and detailed Price Rate analysis with pertinent supporting documents.

1.34.7 The LDA shall reserve the right to call for Negotiations of Lowest Evaluated Bidder for reduction of Price, if any.

**1.34.8 Highest Composite Score**

In case of more than one bidder having same highest composite score then the bidder who has highest technical score (St) shall be considered for award of work

Further, in case technical score are also same then the bidder **having higher Average Annual Turnover from** Consultancy Services as per clause 1.2 Financial Criteria of Volume 3 (Evaluation and Qualification Criteria) shall be considered for the award of the work.

**1.35 Unbalanced Bids**

1.35.1 If the Bid, which results in the lowest Price, is substantially unbalanced in the opinion of the Employer. A bid is considered as substantially unbalanced, where unit prices quoted for the items / schedules are, say, 50% higher than the average quoted price by other two lowest bidders and engineer’s estimate for the same items / schedules

The Employer may require the Bidder to produce detailed price analyses for such items/schedules of the Bill of Quantities, to demonstrate the internal consistency of those prices with the schedule proposed,

After the evaluation of the information and detailed price analysis presented by the Bidder, the Employer may as appropriate.

- a) accept the Bid; or
- b) accept the Bid but require that the total amount of the Performance Security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.; or
- c) reject the Bid and make a similar determination for the next ranked bid.

### 1.36 **Employer’s Right to Accept Any Bid, and to Reject Any or All bids.**

1.36.1 The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to contract award, without assigning any reason and without incurring any liability to Bidders.

### 1.37 **Notification of Intention for Award of Contract**

1.37.1 Standstill provisions are not applicable.

## **F. Award of Contract**

### 1.38 **Award Criteria**

1.38.1

- i. Negotiations with the bidders being considered for the award of work. The bidder found successful in accordance with the Volume 3 (Evaluation and Qualification Criteria), shall be invited for negotiations. The negotiations shall generally be for re-confirming the obligations of the bidder under this bidding document and to discuss issues such as availability and deployment of Key Expert(s), methodology proposed to be adopted, work plan etc. However, if considered necessary, negotiations for reducing the price may also be resorted to.
- ii. If any of the Key Expert(s) of the successful bidder, other than the Team Leader, scores less than 60% of the maximum marks allotted to its category, then the concerned Key Expert will have to be replaced with a Key Expert(s), during negotiations, with Key Expert(s) whose score will be minimum 60% or more in accordance with the stipulated qualification and evaluation criteria for its category(s). The Employer shall intimate the concerned bidder for the replacement of rejected Key Expert(s) at the time of inviting the bidder for negotiations and the Key Expert(s) who is/are rejected shall have to be replaced by the bidder within 15 days of issue of such communication from the Employer with another Key Expert(s) whose score will be at least 60% or more in accordance with the stipulated qualification and evaluation criteria for its category(s).
- iii. In case the bidder fails to reconfirm its commitment and/or fails to replace the Key Expert(s) as indicated in clause (i) and (ii) above, its bid shall be disqualified and next eligible bidder in the ranking shall be invited for negotiations.
- iv. The Employer shall award the Contract to the Bidder whose bid is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily and whose offer has been determined to be the eligible offer in accordance with the criteria stipulated in Volume 3 (Evaluation and Qualification Criteria).
- v. The Employer has the right to review at any time prior to award of contract that the qualification criteria as specified in Volume 3 (Evaluation and Qualification Criteria) are still being met by the Bidder whose offer is under consideration for the award of work. A Bid shall be rejected if the qualification criteria as specified in Volume 3 (Evaluation and Qualification Criteria) are no longer met by the Bidder whose offer is under consideration for the award of work. In this event the

Employer shall proceed to the next eligible bidder in the ranking to make a similar reassessment of that Bidder’s capabilities to perform satisfactorily.

**1.39 Notification of Award**

1.39.1 The Bidder whose Bid has been accepted will be notified of the award by the LDA prior to expiration of the Bid validity period by letter. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the LDA will pay the consultant in consideration of Request for proposal (RFP). Works by the Bidder as prescribed by the contract (hereinafter and in the contract called the “Contract Price”).

1.39.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of ITB 1.40 of ITB

1.39.3 The Agreement will incorporate all agreements between the LDA and the successful Bidder. This agreement will be signed only after furnishing of the performance security by the successful bidder but within 14 days of issue of Letter of Acceptance. The LDA will promptly notify the other bidders that their Bids have been unsuccessful.

**1.40 Performance Security**

1.40.1 Within 14 days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 1.35, using for that purpose the Performance Security Form included in Volume VIII (Securities and other Forms), or another form acceptable to the Employer.

**The commencement/effective date shall be date of issue of Letter of Acceptance (LOA), or the date stipulated in LOA whichever is later.**

1.40.2 Failure of the successful Bidder to submit the above-mentioned Performance Security shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid-Security or after submission of performance security, failure of signing of Contract shall also constitute sufficient grounds for the annulment of the award and forfeiture of Performance Security.

In case re-bidding is resorted to, such Bidder(s) shall not be permitted to participate in the re-bidding process.

**1.41 Signing of Contract**

1.41.1 Promptly after notification of award, the Employer shall share the copy of Contract Agreement to successful Bidder for review.

The Contract Agreement shall be signed within 30 days after the date of issue of the Letter of Acceptance and after submission of Performance Security

1.41.2 The Contract Agreement will be executed within 28 days of sharing of Contract Agreement. However, Performance Security is required to be submitted prior to the execution of the Contract Agreement.

In case, the successful Bidder considers that they will not be able to sign, date and return the contract agreement to the employer within the above time limit, the successful Bidder shall inform possible date to return to the Employer not later than 7 (seven) days prior to the time limit. The modified time limit shall be subject to agreement by both the contracting parties.

**1.42 Bidding Related Complaints**

1.42.1 The Bidder may submit its complaint arising out in Bidding process in writing, to:

Title / Position – Chief Town Planner

Department – Lucknow Development Authority, Sector 38A, 2A, Gomti Nagar Ext Bypass Road, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh

Email ID – [ctplda@gmail.com](mailto:ctplda@gmail.com)

1.43 **Jurisdiction of Courts**

- 1.43.1 The bidding process shall be governed by and construed in accordance with the laws of India and the Courts with jurisdiction in Lucknow shall have exclusive jurisdiction over all the disputes/issues arising under, pursuant to and/ or in connection with the bidding process

## **VOLUME – III**

### **EVALUATION AND QUALIFICATION CRITERIA**



## 1 Eligibility and qualification criteria

Each eligible consultant should possess all the following pre-qualification criteria. Responses not meeting the minimum pre-qualification criteria will be rejected and will not be further evaluated.

### 1.1 Technical Eligibility

Sl. No.	Pre-qualification Criteria	Supporting Compliance document
1	Bidder should be registered and operational in India in since last 10 years from the date of bid submission	i. Certification/ registration as a Company/ LLP firm / Partnership firm/ Proprietorship firm/ Society/ Trust. ii. Registration under Income Tax Act. iii. Registration under GST. iv. Copy of PAN Card v. Copy of Letter of Award (LOA)/ Work order issued by the Client/ Competent Authority;
2	The bidder must have completed at least 02 (Two) Contracts in Similar Work i.e., “Comprehensive Consultancy for Regional Plan / Masterplan / Development Plan / Zonal Plan / Local Area Plan / Town Planning Scheme with minimum project area of 500 ha.” During last 10 (Ten) years ending last day of the month before the month of bid submission deadline.  <b>Note:</b> <b>Comprehensive Consultancy in the context of “Similar work” shall include Master Planning, Urban planning, Urban Design, Transport Planning, and Infrastructure Planning components in the scope of work.</b>	i. Copy of Letter of Award (LOA)/ Work order issued by the Client/ Competent Authority. ii. Copy of Completion certificate from the Client /Competent Authority
3	<b>Proposal as Consortium/JV</b>  Consultant may associate with other firms in form of a Consortium/JV, to enhance their qualification. Such a Joint Consortium/JV shall be allowed for a maximum of three firms	JV Not allowed

### 1.2 Financial Criteria

Minimum average annual turnover from consultancy services of **INR 20 Cr.** calculated as total certified payments received for contracts in progress or completed, within the last 05 (Five) financial years or from the date of incorporation from the last date of Bid submission deadline.

#### 1.2.1 Consultancy Experience in Key Activities

1. Only the value of contract as executed by the bidder in his own name should be indicated and shall be considered. Where a work is undertaken by a group (Joint Venture), only that portion of the work which is undertaken by the concerned bidder shall be considered and the remaining done by the other partners of the group shall be excluded. This is to be substantiated by a certificate as per Form 4

Technical Capacity of the Bidder. In case specific division of works undertaken by the group partners is not stated in the submitted documents, then the percentage participation of the bidder in the group as stated in the submitted documents (JV/ agreement or Certificate) shall be considered as the value of the work done by the bidder/partner of JV.

2.
  - a) For Average Annual Turnover from Consultancy Services, in case the figure is stated in currency other than INR, the same (currency of each financial year) shall be converted to INR by adopting the Exchange rate between that Currency and INR as on last day of the respective financial year.
  - b) Payment received in other than INR shall be converted in INR by adopting the Exchange rate between that Currency and INR as prevailing on the completion date mentioned in the completion certificate and if month of completion is mentioned in the Completion Certificate, then the exchange rate of last working day of the Month shall be taken. The value of work in INR or converted into INR as above from the currency other than INR shall be updated by 5% per annum compounded annually up to the last day of the month previous to the month of bid submission deadline.
3. Only work executed as main consultant to the employer shall be considered/evaluated. Works executed as sub-consultant to a main consultant shall not be considered.
4. The bidder shall deploy sufficient staff of skilled professionals i.e., Team Leader (Project Manager and Senior Urban Planner), Urban Planner, Urban Designer, Transport Planner, Infrastructure Planner, Environmental Planner, Regulatory & Institutional Expert, Real Estate Expert, GIS Experts and Resources, Engineers, Surveyors, and other necessary supporting staff for undertaking the project. The project team should be comprised of key professionals in adequate number of experts for data acquisition, processing, field survey, integration etc. as follows:
  - a) Team Leader (Project Manager and Senior Urban Planner)
  - b) Urban Planner
  - c) Urban Designer
  - d) Transport Planner
  - e) Infrastructure Planner
  - f) Environmental Planner
  - g) Regulatory & Institutional Expert
  - h) Real Estate Expert

## 2 Evaluation of Technical Bid

### 2.1

Further evaluation of the technical bid of a bidder shall be done as per the marking.

/ Scoring system enumerated below: -

The evaluation committee appointed by the Employer shall carry out its technical evaluation applying the evaluation criteria and point system specified herein. Each responsive bid shall be attributed a technical score. The Bidder who scored 70% or more marks in total marks of 2.2 (I): Company competency and Experience, 2.2 (II): Key Expert and 2.2 (III): Approach, Methodology, Work Plan and Concept Presentation is considered to be technically qualified.

- a. For the evaluation of 2.2 (III) (A) –“Approach, Methodology, and Work Plan”, the bidder is required to submit a document (not more than fifteen Pages) in the technical bid covering his understanding of the scope of work, the methodology proposed to be adopted by him for carrying out the work including quality related aspects and a work plan for carrying out the work including quality related aspects, aspects and a work plan for carrying out the work

including quality related aspects, tentative deployment schedule of Key Experts (Form 9 – Technical Proposal)

- b. For the evaluation of 2.2 (III) (B) – “Presentation to LDA on understanding scope of work, approach and methodology to be adopted”, Bidders shall be informed after opening of technical bid by LDA for presentation and Bidder shall give presentation after about 7 days from the date of communication (presentation time 30 minutes followed by Q&A session) for ‘Approach, Methodology, and work Plan’ and ‘Presentation to LDA on understanding scope of work, approach and methodology to be adopted’ required as per Para 2.2 (III).
- c. The Employer shall shortlist bidders on the basis of their technical marks scored in Technical Evaluation to be eligible for price bid opening and price bid of not qualified bidders shall not be opened. Further, in case technical marks scored in technical evaluation are same then the bidder having higher average annual turnover from Consultancy Services as per Clause 1.2 Financial Criteria above shall be shortlisted for price bid opening.
- d. The Employer shall notify the finally selected bidders indicating the date and time set for opening of the price bid.

## 2.2

The Scoring Criteria to be used for Evaluation of Technical Proposal shall be as follows:

### I. **Marking / Scoring system for Company Competency and Experience**

Sl. No.	Components for evaluation	Total Marks	Documents required
<b>A. About Company Competency</b>			
1	Bidder should be registered and operational in India since last 10 years from the date of bid submission deadline.	5.0	Memorandum of Association, Certificate of Incorporation / Registration  <b>Firm's/ Company registration certificate, Form 3</b>
	> 10 years to 15 years – 2.5 marks		
	> 15 years to 20 years – 3.75 marks		
	> 20 years – 5.0 marks		
<b>B. Technical Criteria</b>			
1	Bidder should have experience in Comprehensive Consultancy for Regional Plan / Masterplan / Development Plan / Zonal Plan / Local Area Plan / Town Planning Scheme with a minimum site area of 500 ha during last 10 (Ten) years ending last day of the month before the month of bid submission deadline.	10.0	<b>Form 4</b> along with completion certificates and <b>Form 6</b>
	> 500 Ha to 750 Ha – 5.0 marks		
	> 751 Ha to 1000 Ha – 7.5 marks		
	> 1000 Ha – 10.0 marks		
2	Bidder should have experience in Similar Work mentioned in clause 1.1 with minimum site area of 500 Ha each done for Central Govt. / any State Govt. / PSU / Funding agencies / Autonomous Govt. bodies/ Local Govt. bodies during last 10 (Ten) years ending last day of the month before the month of bid submission deadline.	20.0	<b>Form 4</b> along with completion certificates and <b>Form 6</b>
	> 2 to 4 Nos of projects – 10.0 marks		
	> 4 Nos of projects – 20.0 marks		
<b>C. Financial criteria</b>			
1	As mentioned in clause 1.2 financial criteria, Average Annual Turnover for Consultancy Services calculated	5.0	<b>Form 5:</b> Financial Capacity of the bidder

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	as total certified payments received for contracts in progress or completed, within the last <b>05 (Five)</b> financial years or from the date of incorporation from the last date of bid submission deadline.		
	>20 crore to 40 crore – 2.5 marks		
	> 20 crores – 5.0 marks		
	<b>Sub Total for (I)</b>	40.0	

**Note:**

If the bidder has submitted project(s) that qualifies all the above three technical criteria i.e., ‘B. Technical Criteria (1), (2) and (3)’, the same project(s) shall be considered for evaluation and marking in all three technical criteria.

**II. Marking / Scoring system for Personnel for Key Experts by the bidder**

Sr. No.	Key position/ Expert	Minimum qualification / experience requirement	Maximum marks	Marks for fulfilment of minimum requirement	Additional marks in case of more qualification / experience than minimum qualification / experience requirement
1	<b>Team Leader (Project Manager &amp; Senior Urban Planner)</b>	B. Arch / B. Plan / B. Tech / M.A. (Geography / Economics / Sociology) with Masters in Planning (or equivalent qualification)			
		Minimum <b>15 years</b> post qualification experience as mentioned above in Master Planning / Urban planning / Urban Design / Transport Planning / Regional Planning / Infrastructure Planning	3.0	0.0	<b>1 mark for every one year</b> of additional experience.
		Must have worked <b>at least 6 months</b> at the position of team leader in <b>at least two numbers of works related to</b> Regional Plan / Master Plan / Development Plan / Zonal Plan / Local Area Plan / Town Planning Scheme assignment	5.0	0.0	<b>2.5 marks</b> for working at least six months on each additional Work as team leader
	<b>Sub Total</b>		<b>8.0</b>	0.0	
2	<b>Urban Planner</b>	B. Arch / B. Plan / B. Tech / M.A. (Geography / Economics / Sociology) with Masters in Planning  Note: <i>Urban Planner proposed should be registered with the Institute of Town Planners India (ITPI) or equivalent. The registration</i>			

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		<i>must be enclosed with the CV and should be valid on the date of opening of the technical bid.</i>			
		<b>Minimum 12 years</b> post qualification experience as mentioned above in Master Planning / Urban Planning	3.0	0.0	<b>1 mark for every one</b> year of additional experience.
		Must have worked at least 6 months as urban planner in at least one number of work on Regional Plan / Masterplan / Development Plan / Zonal Plan / Local Area Plan / Town Planning Scheme assignment	5.0	0.0	<b>2.5 marks</b> for working at least six months on each additional Work as urban planner
		<b>Sub-Total</b>	8.0	0.0	
3	<b>Urban Designer</b>	B.Arch. with Masters in Urban Design/ Architecture			
		<b>Minimum 9 years</b> post qualification experience as mentioned above in Architecture / Urban Design	2.0	0.0	<b>1 mark for every one</b> year of additional experience
		Must have worked at least 6 months as urban designer in at least one number of work on Regional Plan / Masterplan / Development Plan / Zonal Plan / Local Area Plan / Town Planning Scheme assignment	3.0	0.0	<b>1.5 marks</b> for working at least six months on each additional Work as urban designer
		<b>Sub-total</b>	5.0	0.0	
4	<b>Transport Planner</b>	Master’s degree in Transport Planning / Transportation Engineering			
		<b>Minimum 9 years</b> post qualification experience as mentioned above in transport planning / transportation Engineering	2.0	0.0	<b>1.0 marks for every one</b> year of additional experience.
		Must have worked <b>at least 4 months</b> as transport planner in at <b>least one number of work on</b> Regional Plan / Masterplan / Development Plan / Zonal Plan / Local Area Plan / Town Planning Scheme assignment	3.0	0.0	<b>1.0 marks for</b> on each additional Work as a Transport Planner
		<b>Sub-Total</b>	5.0	0.0	
5	<b>Infrastructure Planner</b>	Master’s Degree in Civil / Infrastructure Engineering / Infrastructure Design or			

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		Masters in Planning / Infrastructure Planning			
		<p><b>Minimum 09 years</b> post qualification experience as mentioned above in domain of infrastructure planning for urban areas*</p> <p>*Note: For the purposes of post-qualification experience, <b>“Infrastructure planning” implies comprehensive planning of amenities (water supply, sewerage, drainage, solid waste management, power, telecom, gas, etc.) at a city / zonal level</b></p>	2.0	0.0	1.0 marks for <b>every one</b> year of additional experience.
		Must have worked at least 4 Months as infrastructure planner in at least one number of work on Regional Plan / Masterplan / Development Plan / Zonal Plan / Local Area Plan / Town Planning Scheme assignment	3.0	0.0	<b>1 mark for working</b> on each additional Work as Infrastructure Planner
		<b>Sub – Total</b>	5.0	0.0	
6	<b>Environment Planner</b>	<p>B. Tech (Civil) with Master’s degree in Environmental Planning / Environmental Science Or B.Arch. / B. Plan with Master’s degree in Environmental Planning Or Bachelors Degree with masters in Environmental Science</p>			
		<b>Minimum 7 years</b> post qualification experience as mentioned above in the domain of environmental planning	1.0	0.0	0.5 marks for every one year of additional experience.
		Must have worked at least 4 Months as environmental planner in <b>at least one number of</b> work on Regional Plan / Masterplan / Development Plan / Zonal Plan / Local Area Plan / Town Planning Scheme assignment	2.0	0.0	1 mark for working on each additional Work as Environmental Planner
		<b>Sub-total</b>	3.0	0.0	

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7.	<b>Regulatory &amp; Institutional Expert</b>	Master’s degree in Urban Planning / Law / Public Administration / Public Policy / Management			
		<b>Minimum 7 years</b> post qualification experience as mentioned above in the domain of regulatory aspects pertaining to urban development	1.0	0.0	0.5 marks for every one year of additional experience.
		Must have worked at least 4 Months as regulatory expert / institutional expert / governance expert in at least one number of work on Regional Plan / Masterplan / Development Plan / Zonal Plan / Local Area Plan / Town Planning Scheme assignment	2.0	0.0	01 marks for working on each additional Work as regulatory expert or institutional expert or governance expert
		Sub-Total	3.0	0.0	
8	Real Estate Expert	PGDM in Finance / MBA in Finance / CA / ICWA			
		<b>Minimum 7 years</b> post qualification experience as mentioned above in Real Estate expert	1.0	0.0	0.5 marks for every one year of additional experience.
		Must have worked at least 4 Months as Real Estate expert in at least one number of work on Regional Plan / Master Plan / Development Plan / Zonal Plan / Local Area Plan / Town Planning Scheme Assignment	2.0	0.0	01 marks for working on each additional Work as Real Estate Expert
		<b>Sub-Total</b>	3.0	0.0	
		<b>Sub-total for (II)</b>	40.0	0.0	

III. **Marking / Scoring system for Approach, Methodology, Work Plan and Concept Presentation**

SI. No.	Components for evaluation	Total Marks	Documents Required
1.	<b>Approach, Methodology, and work plan:</b> Evaluation based on understanding of scope of work, approach, and quality aspect. For the evaluation of the above, in the technical bid, the bidder is required to submit a document (not more than fifteen Pages) covering his understanding of the scope of work, the methodology proposed to be adopted by him for carrying out the work including quality related aspects and a work plan for carrying out the work including quality related aspects, tentative deployment schedule of Key Experts as per format	10.0	<b>Form 9 – Technical Proposal</b>

2.	Technical Presentation to LDA on understanding scope of work, approach, and methodology to be adopted: The main components for evaluation and marking out of <b>10 Marks</b> (Technical Presentation) shall be as follows:		10.0	
	Sl. No.	Components for evaluation		Max Marks
	1.	TOD Concept / Vision		2.0
	2.	Development Potential / Infrastructure Augmentation strategy		2.0
	3.	Strategies for Land Use Transport Integration and Multi-Modal Integration		2.0
	4.	Urban Design Strategy, Development Norms and Form Based Codes		2.0
	5.	Framework for implementation of Zonal Development Plans		2.0
*All the above components for the evaluation of technical presentation shall be accompanied/ elaborated with suitable graphics/ sketches / 3D representations				
Sub-total for (III)		20.0		
<b>Total marks for (I, II &amp; III)</b>		<b>100.0</b>		

**Notes –**

- i. The **Team Leader (Project Manager & Senior Urban Planner)** should have been on roll of the bidder for a minimum period of 1 (one) year ending last day of the month before the month of bid submission deadline. However, other experts / specialists and managerial / support staff, if required, may be deployed as per requirement so that the Bidder should be able to complete the assignment successfully within the time schedule.
- ii. A bidder shall not be considered for further evaluation, if the proposed **Team Leader** scores less than 60% of total marks allotted to its category and /or, if, the Team Leader (Project Manager & Senior Urban Planner) is not on the roll of the bidder for a minimum period of 01 (One) year ending last day of the month before the month of bid submission deadline
- iii. In case the selected bidder has any key experts other than the Team Leader, who scores less than 60% (Sixty percent) of total marks allotted to its category, he would have to be replaced during negotiations as per ITB 1.38.1, with a better candidate, who in the opinion of the Employer, would score 60% (Sixty percent) or above of total marks allotted to its category. Key experts proposed by bidder must qualify all minimum qualification/experience requirements stipulated above for its category. In case any of the proposed key expert by the bidder does not meet the minimum requirements stipulated above for its category, the overall score of such key person shall be evaluated as NIL.
- iv. Bidders are required to submit detailed CV of the proposed key experts (only one CV for each of the key positions) as per the format provided in Form 10. In case of any discrepancy found during bid evaluation process, LDA can verify the said declaration / part of declaration from the past employer of the expert. Any such wrong declaration by the experts found during verifications, LDA has the right to reject such bids.



- v. These experts shall be adequately supported by required support professionals. The details of the assignments carried out by the experts shall be submitted in detail, for evaluation.
- vi. Degree qualification shall mean full time/part time degree/ equivalent from a recognized university or in the case of international qualifications, equivalent to degree qualification as in Indian education system. Qualifications other than degree shall be supported by the certification from the bidder for its equivalency to degree.
- vii. Bidders should be prepared to substantiate the claimed qualification and experience if so requested by the Client.

### 3 **Technical Score of the Bidder (St)**

The evaluation of the technical bids shall be done on the basis of various documents submitted by the bidder, as per the method of evaluation stipulated above. After technical evaluation of the technical bids as per the stipulated method, the technical marks of the bidder in technical evaluation (T) shall be arrived. The Bidder with highest marks (Tm) will be given a Technical Score (St) of 100 points. The Technical Scores of other Bidders will be computed as follows:

$$\text{St} = 100 \times T/Tm$$

(T = Technical marks scored as per Technical Evaluation criteria)

Further based on the Technical St arrived, composite score shall be worked out in accordance with clause 4.2.

### 4 **Financial Bid evaluation**

#### 4.1 **Financial Score of the bidder (Sf)**

The Financial score of a bidder shall be worked out as per the following formula: -

$$\text{Sf} = 100 \times Fm / F$$

Where,

‘Sf’ is the financial score of a bidder

‘Fm’ is the lowest total price received in the bidding.

‘F’ the total quoted price of the bidder

#### 4.2 **Composite Score**

The composite score of a bidder which shall be the deciding factor in award of the work shall be worked out as under:

$$\text{Composite Score of a bidder} = \text{St} \times 0.70 + \text{Sf} \times 0.30$$

Where, ‘St’ & ‘Sf’ are the technical and financial scores of a bidder respectively.

#### 4.3

Bidder with the highest composite score shall be considered for the award of work as per Clause 38 of ITB. In case, bidders have same composite score then the bidder who has highest technical score (St) shall be considered for award of work. Further, in case technical score are also same then the bidder having higher average annual turnover from Consultancy Services as per Para 1.2 of Financial Criteria shall be considered for the award of the work.

**VOLUME – IV**  
**FORMATS FOR TECHNICAL PROPOSAL**

## 1 FORMATS FOR SUBMISSION

Form 1: Covering letter of Technical Proposal

**(The cover letter shall be submitted on the letter head of the Applicant)**

To,

Date: \_\_\_\_\_

**Vice Chairman,**  
Lucknow Development Authority,  
Sector 38A, 2A, Gomti Nagar Ext Bypass Rd,  
Vipin Khand, Gomti Nagar  
Lucknow– 211010

**Sub: Technical Proposal for RFP for “Consultancy services for preparation of Zonal Development Plans for the proposed TOD Zones along Lucknow Metro corridor falling in Lucknow Development Area**

Dear Sir,

With reference to your RFP document \_\_\_\_\_, dated \_\_\_\_\_, I, having examined the RFP Documents and understood their contents, hereby submit my/our proposal for the aforesaid Project. The Proposal is unconditional and unqualified.

1. I acknowledge that the LDA will be relying on the information provided in the Proposal and the documents accompanying the proposal for selection of the consultant for the aforesaid Project, and we certify that all information provided in the proposal and its Annexures along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the proposal are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as consultant for the Request for proposal (RFP) for Consultancy services for preparation of Zonal Development Plans for the proposed TOD Zones along Lucknow Metro corridor falling in Lucknow Development Area till project end period
3. I shall make available to the LDA any additional information it may find necessary or require supplementing or authenticate the BID.
4. I acknowledge the right of the LDA to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I declare that:
  - a. I have examined and have no reservations to the Bidding Documents, including any Corrigendum/Addendum issued by the LDA; and
  - b. I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any Agreement entered with the LDA or any other public sector enterprise or any government, Central or State; and
  - c. I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice; and

RFP for "Consultancy Services for preparation of Zonal Development Plans for the proposed TOD Zones along Lucknow Metro corridor falling in Lucknow Development Area

- d. the undertakings given by us along with the Application in response to the RFP for the Project and information mentioned for the evaluation of the BID Capacity were true and correct as on the date of making the Application and are also true and correct as on the BID Due Date and I shall continue to abide by them
7. I understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
8. I certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
9. I undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the LDA of the same immediately.
10. I further acknowledge and agree that in the event such change in control occurs after signing of the Agreement up to its validity, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the LDA being liable to us in any manner whatsoever.
11. I hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the LDA in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
12. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
13. I have studied all the Bidding Documents carefully and also surveyed the project area. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the LDA or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
14. I offer a BID Security of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) to the LDA in accordance with the RFP Document.
15. The BID Security in the form of a Bank Guarantee is attached.
16. The documents accompanying the Technical BID, as specified in the RFP, have been submitted in separate files.
17. I agree and understand that the BID is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me or our BID is not opened or rejected.
18. The BID Price has been quoted by me after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
19. I agree and undertake to abide by all the terms and conditions of the RFP document.
20. I shall keep this offer valid for (180) One Hundred Eighty days from the BID Due Date specified in the RFP.

RFP for “Consultancy Services for preparation of Zonal Development Plans for the proposed TOD Zones along Lucknow Metro corridor falling in Lucknow Development Area

21. I hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

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

Yours faithfully,

**Date:**

**(Signature, name and designation**

**Place:**

**of the Authorised signatory)**

**Name & seal of Bidder**

Form 2: Checklist

(On the letter head of the applicant)

S. No	Documents to be submitted	Submitted (Yes/No)	Page No.	
			From	To
1	a. Certificate of Incorporation/ Proprietary firm registration			
	b. Place of registration			
2	Audited Annual reports, Balance Sheets, Profit and Loss statements for last 5 (Five) financial years i.e., 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23			
3	Bid Document cost			
4	PAN No.			
5	GST Registration No.			
6	Income Tax clearance certificate			
7	Form- 1: Cover letter of technical proposal			
8	Form- 2: Checklist			
9	Form- 3: Details of bidder			
10	Form- 4: Technical capacity of the bidder			
11	Form- 5: Financial capacity of the bidder			
12	Form- 6: Project description sheet			
13	Form- 7: Power of attorney			
14	Form- 8: Non-Blacklisting Certificate			
15	Form- 9: Technical Proposal			
16	Form- 10: Curriculum Vitae (CV)			
17	Form- 11: Financial Proposal (cover II)			
18	Other relevant documents			

Form 3: Details of the bidder

**(On the letter head of the Applicant)**

**Details of the Bidder**

- a) Name:
- b) Country of incorporation:
- c) Address of the corporate headquarters and its branch office(s), if any, in India:
- d) Date of incorporation and/ or commencement of business:

**Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:**

**Details of individual(s) who will serve as the point of contact/ communication for the Authority:**

- i. Name:
- ii. Designation:
- iii. Company:
- iv. Address:
- v. Telephone Number:
- vi. E-Mail Address:
- vii. Fax Number:

**Particulars of the Authorised Signatory of the Bidder:**

- a. Name:
- b. Designation
- c. Address:
- d. Phone Number
- e. Fax Number
- f. Class III Digital Signature Certificate ID number

***(Signature, name, and designation of the authorised signatory)***

Form 4: Technical Capacity of the Bidder

**(On the letter head of the Applicant)**

- A. Bidder should have experience in Comprehensive Consultancy for Regional Plan / Masterplan / Development Plan / Zonal Plan / Local Area Plan / Town Planning Scheme with a minimum site area of 500 ha during last 10 (Ten) years ending last day of the month before the month of bid submission deadline.

S. No.	Name of Work/ Assignment with Location	Project Cost (INR)	Project Area (In sq.km.)	Start Date	End Date	Client Details
1.						
2.						
3.						

- B. Bidder should have experience in Similar Work mentioned in clause 1.1 with minimum site area of 500 Ha each done for Central Govt. / any State Govt. / PSU / Funding agencies / Autonomous Govt. bodies/ Local Govt. bodies during last 10 (Ten) years ending last day of the month before the month of bid submission deadline.

S. No.	Name of Work/ Assignment with Location	Project Cost (INR)	Project Area (in sq.km.)	Start Date	End Date	Client Details
1.						
2.						
3.						
4.						



Form 5: Financial Capacity of the Bidder

**(On the letter head of the Applicant)**

**Average Annual Turnover of the Bidder (Equivalent in INR Crores) By Statutory Auditor**

Financial Strength of the Company					
Sl. No.	Financial Year	Whether profitable Yes/No	Annual Net Profit (INR Crores)	Overall Annual Turnover (INR Crores)	Annual Turnover from only Consultancy Services rendered in India (INR Crores)
1.	2018-19				
2.	2019-20				
3.	2020-21				
4.	2021-22				
5.	2022-23				

Certificate from the Statutory Auditor  
 This is to certify that..... (Name of the Bidder) has received the payments shown above against the respective years.  
 Name of the audit firm:  
 Seal of the audit firm:  
 Date:  
 UDIN:  
 (Signature, name, and designation of the authorized signatory)

Firm or Lead Firm of Consortium/ JV should have positive net worth at the time of submitting the application.

Financial Year	Net Worth (INR) (should be minimum 20% of average annual turnover in last 5 years)
FY22-23	

\* The Bidder should provide Financial Capability based on its own financial statements. Financial Capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.

\* Bidder should fill in details as per the row titled Annual turnover. In case the Bidder is a Joint Venture / Consortium, for the purpose of evaluation on financial parameters, financial parameters of all the members shall be furnished in separate sheets for consideration.

Kindly provide supporting balance sheets / P&L statements

Signature of the applicant

Full name of applicant

Stamp & Date

- Certified by CA / Statutory Auditor

Form 6: Project Description Sheet

**(On the letter head of the Applicant)**

(to be submitted for all projects listed as part of Form 4)

<b>Sl. No.</b>	<b>Particulars</b>	<b>Details</b>
1.	Name of Assignment	
2.	Country	
3.	Location within Country	
4.	Name of Client	
5.	Address	
6.	Start Date (Month/ Year) LOA/ Work Order issued by Client/ Competent Authority attached (Yes/ No)	
7.	Completion Date (Month/ Year) Completion Certificate issued by Client/ Competent Authority attached (Yes/ No)	
8.	Duration of Assignment	
7.	Approx. Value of Services (in Current US\$/INR)	
8.	Name of Senior Staff (Project Director/ Coordinator, Team Leader) involved, and functions performed	
9.	Professional Staff Provided by your Firm/ Entity	
10.	No. of Staff	
11.	Name of Associated Consultants if any	
12.	No. of Months of Professional Staff, provided by Associated Consultants	
13.	Narrative Description of Project	
14.	Description of Actual Services Provided by your Staff	

Form 7: Power of Attorney

**(On non – judicial stamp paper of INR 100/- duly attested by notary public)**

Know all men by these presents, we, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the "authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for XXXXXX, proposed to be developed by the ..... (the "Client") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Client in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Client.

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

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

For .....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of INR 100 (hundred) and duly notarised by a notary public.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Form 8: Non-Blacklisting certificate

**FORMAT FOR AFFIDAVIT CERTIFYING THAT ENTITY IS NOT BLACKLISTED**

**(On non – judicial stamp paper of INR 100/- attested by notary public)**

(In case of a Consortium/ JV, this Form is to be submitted by all Members of the Consortium/ JV)

I / We Proprietor/ Partner(s)/ Director(s) of M/s ----- hereby declare that the firm/company namely M/s-----has not been blacklisted or debarred in the past by any other Government organization from taking part in Government tenders.

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/s ----- hereby declare that the firm/company namely M/s-----was blacklisted or debarred by any other Government Department from taking part in Government tenders for a period of ----- -- years w.e.f.----- . The period is over on -----and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled.

Dated this ..... Day of ....., 2024....

Yours sincerely,

Name of the Consultant:

Signature of the Consultant:

Address:

Form 9: Technical Proposal

(Maximum 15 slides)

**A. Description of Approach, Methodology, and Work Plan in accordance with the Terms of Reference**

- a) Technical approach and methodology:
- b) Work Plan

**B. Consultant's Organization and Staffing for project**

Form 10: Curriculum Vitae (CV)

(To be submitted for each Key Expert, along with self-certified copies of Education & Employment certificates)

<b>Position Title and No.:</b>	<i>[e.g., Team Leader]</i>
<b>Name of Expert:</b>	<i>[insert full name]</i>
<b>Date of Birth:</b>	<i>[day/month/year]</i>
<b>Country of Citizenship/Residence:</b>	<i>[insert country]</i>

**Education:** *[List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained.]*

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**Employment record relevant to the Services:** *[Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the Services does not need to be included.]*

<b>Period</b>	<b>Employing organization and your title/position. Contact information for references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Services</b>
<i>[e.g., May 2015 – present]</i>	<i>[e.g. Ministry of _____, advisor/consultant to _____ For references: phone _____ / email _____, Mr. Bbbbbbb, deputy minister]</i>		

**Membership in Professional Associations and Publications:** \_\_\_\_\_

**Language Skills (indicate only languages in which you can work):** \_\_\_\_\_

**Adequacy for the Services:**

<b>Detailed Tasks Assigned to Consultant’s Team of Experts</b>	<b>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</b>

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**Expert's contact information:** [email: \_\_\_\_\_, phone: \_\_\_\_\_]

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the Services in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

[day/month/year]

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Name of Expert	Signature	Date
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[day/month/year]

---

Name of Authorized Representative of the Consultant <i>[the same who signs the Proposal]</i>	Signature	Date
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Form 11: Financial Proposal (Cover II)

**FINANCIAL PROPOSAL (Cover II)**  
**(On the letter head of the Applicant)**

\_\_\_\_\_  
*[Location, Date]*

To: \_\_\_\_\_  
*[Name and address of Client]*

Dear Sir,

We, the undersigned, offer to provide the Services for *[Insert title of Services]* in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal.

Our attached Financial Proposal including taxes, duties and fees as per ITB 1.14 of the Data Sheet is as follows:

Sl.No.	Component	Amount (INR)
1	Human Resource	To be filled in BOQ attached separately
2	Other than Human Resource	To be filled in BOQ attached separately
	Total (in figures)	To be filled in BOQ attached separately
	Total (in words)	To be filled in BOQ attached separately

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in ITB 1.18

We understand you reserve the right to annul the process and reject all Proposals at any time prior to Contract award.

We remain,

Yours sincerely,

Authorized Signature: \_\_\_\_\_ *[In full and initials]*

Name and Title of Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

*[For a Joint Venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached.]*



**VOLUME – V**  
SCOPE OF WORK

## SCOPE OF WORK

### A. BACKGROUND

In order to promote sustainable and integrated urbanization along mass transit corridors such the RRTS, MRTS, the Government of India has mandated the implementation of Transit Oriented Development (TOD) along such corridors. Guidelines in this regard have been provided in the National TOD Policy, 2017 basis which State Government are to formulate their respective TOD Policies. Government of Uttar Pradesh, in August 2022 notified the Uttar Pradesh TOD Policy, which mandates TOD based planning and development along identified mass transit corridors, the Lucknow metro corridor being one of them.

Accordingly, in line with the guidelines stipulated under the National TOD Policy, 2017 (Government of India) and the UP TOD Policy, 2022, The TOD Zone along the Lucknow Metro corridor has been delineated in the Lucknow Masterplan Convergence (2031). The TOD Zone includes –

- Metro Influence Zone of 500m either side of the alignment

As per the UP TOD Policy, 2022 – Zonal Development Plans under Section 8 of the Uttar Pradesh Planning & Development Act, 1973 are to be prepared. In this regard, LDA invites bids from Master planning consultants, with prior experience in preparation of Zonal Development Plans and TOD based planning to submit bids for the preparation of TOD based Zonal Development Plans for the TOD Zones of the Lucknow Metro MRTS Corridor, falling within the jurisdiction of the LDA.

Schedule II provides the details of TOD Zones falling within the jurisdiction of LDA, along with area of each such zone to be taken up for preparation of TOD based Zonal Development Planning.

The format for the contents of the final Zonal Development Plan shall be broadly in line with the guidelines mandated in the URDPFI Guidelines of Government of India and various Government Orders issued by Government of UP of preparation of Zonal Development Plans, and specifically tailored to the requirement on TOD based planning. The format for the deliverables including all reports and maps, including representation and scale, shall be as mutually agreed between the State Government, Development Authorities, Transit Agency and Consultant, in the interest of clarity and legibility of the final document / plan

Accordingly, the following activities are to be undertaken by the consultant –

#### 1. Task 01 – Completion of existing studies and data

The consultant shall review the provisions of the Lucknow Masterplan Convergence (2031) for the Development Area of Lucknow (existing and proposed) and collate the following data on GIS format for the purposes of preparation of Zonal Development Plans:

- Land Use Distribution and Analysis within the TOD Zones
- Applicable Building Bye-laws and Development Control Norms
- Population and density
- Built up area, character, extent and delineation
- Transportation: circulation network, traffic flow (people and goods), public transit, nonmotorized transport, para-transit, multi-modal integration and terminal facilities
- Physical and social infrastructure (including agency responsible for implementation and maintenance of the infrastructure thereof)
- Proposed key developments of public and private stakeholders
- Land ownership (including mapping of government owned land)
- Slope analysis

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- Green cover, parks / open spaces, forests, orchards, green belts, etc.
- Any potentials and constraints identified in the Masterplan
- Security mapping: specifying relatively safe and unsafe areas, streets, etc.
- Types of housing sub-systems, including low-cost affordable housing

The consultant shall,

- Undertake site visits and prepare an inventory of as-is physical characteristics of the study area, mapping existing features within the TOD Zones on the GIS data as collated from the Masterplan review.
- Carry out a mapping and documentation of existing activity profile within the TOD Zones, identifying areas of special interest such as commercial or institutional districts, areas of tangible and intangible heritage, weekly bazaars, and informal vending areas, etc.
- Analysis of existing regulatory and institutional framework in the context of TOD based planning for the study area – identifying current roles and responsibilities of various stakeholders including State Government, Development Authorities, Municipal Bodies, Industrial Development Authority, Housing Board, Transit Agency, etc.

The TOD Zones which have been delineated in the Masterplan of Lucknow shall require to be rationalized basis the specific ground features (including physical and natural barriers, like roads drains, etc.). In consultation with the Development Authority and the Transit Agency, the Consultant shall prepare a detailed base map (superimposed on Sajra/ Khasra) of the TOD Zones, in such format and scale as may be mutually agreed. The Base Maps prepared thus shall be used for all representation of all analyses and final proposals mentioned in the subsequent sections.

Consultant shall also prepare a compendium of applicable Policies such as the

- National Transit Oriented Development Policy,
- Uttar Pradesh Transit Oriented Development Policy,
- other State Government Policies such as the UP Integrated Township Policy, Hi-Tech Township Policy, Affordable Housing Policy, Industrial Development Policy, Logistics Policy, etc.

highlighting relevant provisions of each of the policies which shall be applicable in the context of TOD based development of the TOD Zones.

## **2. TASK 02 – Demand Assessment, Visioning and Strategy**

In consultation with the Development Authority and the Transit Agency, the following studies shall be conducted in respect of demand assessment –

- Ascertaining proposals contained in Masterplans / previous zonal development plans for widening of roads, upgradation of infrastructure, urban renewal, redevelopment, etc.
- Traffic Impact Assessment studies to ascertain
  - existing traffic flow for all existing modes of transport including private and public transportation
  - level of service for roads and streets within the TOD Zone, o Ingress, egress and through traffic within the TOD Zones,
  - pedestrian movement profile within the TOD Zones,
  - bi-cycle routes, key paratransit, and feeder routes to public transportation nodes,
  - parking surveys

shall also include any other relevant studies traffic surveys / studies that may be identified as input in the TOD planning exercise

- Basis road widths (existing and proposed in Masterplans) and infrastructure availability (existing and proposed in Masterplan) – identification of plots / scheme / areas eligible to avail additional FAR and TOD benefit under UP TOD Policy
- Identification of government owned land or land owned by public agencies (e.g., UPSIIDA, UPSRTC, Housing Board, Transit Agency, etc.) which can be taken up for TOD based development within the TOD Zones
- Identification of plots for change of land use, taking into account potential for higher or efficient utilization of land under UP TOD Policy, (if any)
- Basis the land uses identified in Masterplans (and those identified for CLU) – application of provisions of the UP TOD Policy, 2022 on plots and areas eligible for TOD to ascertain overall development potential including – achievable gross FAR, distribution of FAR and distribution of uses resulting from application of TOD (horizontal and vertical) as per TOD provisions within the TOD Zone. The phasing of the proposed TOD development (over the next 30 years) shall also be detailed.
- Calculation of resultant population (natural & induced), population density (existing densities, densities proposed in Masterplan and resultant densities on account of TOD based development); and distribution of resultant densities within the TOD Zone; Estimation of floating population due to visitors, workers, tourists, etc.
- Determination of possible changes to demographic and economic profile, visitor profile and activity patterns within the TOD Zone on account of resultant TOD development.
- Impact of resultant population and population density of physical infrastructure including water supply, sewage, drainage, solid waste, power, and any other applicable physical infrastructure identified in the TOD Zone
- Impact of resultant population and population density of social infrastructure including housing, health, education, security, including police, socio-cultural and community facilities and other applicable social infrastructure identified in the TOD Zone
- Impact of resultant development (population and resultant activity profile due to mixed use) on transportation and mobility infrastructure including roads, public transit infrastructure and services (buses, metro, MRTS, etc.), pedestrian mobility, non-motorized transport, para-transit services (e-rickshaw, taxis, sharing autos, etc.) including calculation

**3. Task 03 – Proposals for creation and augmentation of infrastructure within the TOD Zones, conceptual zonal plans, and incorporation of TOD principles**

- Demarcation of plots identified within the TOD zone for change of land use, highlighting the rationale for the same.
- Proposal for creation or augmentation of physical infrastructure including water supply, sewage, drainage, solid waste, power, and any other applicable physical infrastructure identified in the TOD Zone
- Proposal for creation or augmentation of social infrastructure including housing, health, education, security, including police, socio-cultural and community facilities and other applicable social infrastructure identified in the TOD Zone
- The proposals for creation or augmentation / upgradation of physical and social infrastructure shall include mapping of roles and responsibilities of various agencies (including

maintenance), preliminary cost estimates, phasing, and prioritization – depicted in the form of amenity specific maps / layouts and reports.

- Proposal for improvement of transportation and mobility infrastructure with a view to integrate seamlessly with, achieve maximum modal shift to public transit and enhance ridership of core public transit networks such as Metro / MRTS – which may include,
  - feeder Services to and from key transit nodes and multi-modal integration
  - development of roads, widening and improvement of existing ones
  - development of internal streets for enhanced pedestrian and bicycle mobility,
  - road safety provisions
  - provisions for public and private parking
  - signage provisions, amenities, and multi-utility zones along proposed streets,
  - any other intervention that may be identified during the planning process
- Proposal on environmental and ecological consideration for development within the TOD Zones, if any. These may include proposals for conservation of water bodies, forest areas, city greens, other areas of environmental and ecological importance; integration of green-blue-grey infrastructure, proposals for factoring in environmental sustainability within the TOD Zones.
- Proposals for rainwater harvesting and common infrastructure at Zonal level, Integration of proposals regarding air, water, noise pollution control, Provision for rainwater harvesting and common infrastructure at Zonal level, Integration of proposals regarding air, water, noise pollution control
- Proposals for creation or augmentation of provisions for affordable housing, and housing for Economically Weaker Sections (EWS) within the TOD Zones. Such proposals shall align with prevailing State Government policies and any other policies / byelaws of the Development Authorities / statutory authority whose jurisdiction falls within the TOD Zone
- Proposals for physical and functional integration of urban villages (village Abadi) within the TOD ecosystem, as applicable.
- Identification of locations for heritage conservation, redevelopment, renewal, retrofitting within the TOD Zones, proposals for upgradation of slums, clearance of encroachments, etc.

#### **4. Task 04 - Draft Land Use Plan and Draft Zonal Development Plan Report; Byelaws and Development Control Norms for TOD Zones**

A consolidated Draft Zonal Development Plan (Land Use Plan, Zonal Development Plan Report and Byelaws & Development Norms) is to be prepared for the Development Area, which shall consolidate the findings, learnings, and outputs from TASKS 1, 2 and 3 into a consolidated Zonal Development Plan document. The final format for the Zonal Development Plan Report, Land Use Plan (including representation and scale thereof) shall be as mutually agreed between the State Government, Development Authorities, Transit Agency, and Consultant, in the interest of clarity and legibility of the final document / plan. The following deliverables shall be submitted under TASK 4 –

- The Draft proposed Spatial Land Use Plan (of scale between 1:1000 and 1:5000, as may be decided) for the each of the TOD Zones (individually or in combination as may be decided), superimposed on the Sajra Plan and highlighting all the proposed land uses, relevant physical features, special sub-zones (if any), roads and mobility infrastructure, facility centers, activity nodes, etc. Zoning classification shall include, as applicable –
  - Residential areas
  - Commercial areas

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- Public & Semi-Public areas
- Recreational areas
- Institutional and Office areas
- Transportation and Communication
- Special TOD Planning sub-zones
- Old Built-Up, Inner City, Village Abadi areas
- Heritage and Conservation areas
- Scenic Value areas
- Redevelopment zones / Slum-upgradation zones
- Water Bodies, Rivers, Canals, etc.
- Eco-sensitive areas
- Primary activities
- Manufacturing areas, Industrial areas
- Utilities and amenities

(Zoning classification may be sub-classified as per requirement and any other zoning classification as may be identified)

- Draft Zonal Development Plan Report, which shall have the following broad contents
  - Introduction
    - A brief introduction to the city comprising its regional setting, functional character and growth trends
    - TOD context within the Masterplan – delineated TOD Zones and TOD vision
    - Interdependence of the TOD Zones on the city
  - Background and Analysis
    - Land use distribution and analysis
    - Existing Population and Density
    - Built-up area, character, extent, and delineation
    - Transportation – Public Transit and accessibility, circulation network, traffic flow (people and goods) and terminal facilities
    - Physical and Social Infrastructure – existing situation
    - Land Ownership pattern
    - Slope analysis
    - Hazard mapping
    - Green cover, parks / open spaces, forests, orchards, green belts, etc.
    - SWOT analysis pertaining to TOD Zones
    - Security and safety mapping within the TOD Zones (existing scenario)
    - Existing housing subsystems; low cost and affordable housing
  - Conceptual Framework for TOD based development within the Zones, projections
    - Planning parameters and factors considered
    - Incorporation of TOD principles at various planning hierarchies
    - Demographic and socio-economic projections
    - Projected requirements for physical, social and mobility infrastructure
    - Urban form and TOD based urban design framework
  - Proposals and Development Strategy
    - Land Use Plan
    - Proposed Circulation System (commuters, pedestrians, vehicles)
    - Proposals for creation and augmentation of physical infrastructure including,
      - ❖ Water supply
      - ❖ Sewerage
      - ❖ Drainage
      - ❖ Solid Waste

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- ❖ Power
- ❖ Gas Pipelines
- ❖ Optical Fiber and other Digital Infrastructure
- ❖ Any other physical infrastructure, as applicable
- Proposals for creation and augmentation social infrastructure including,
  - ❖ Housing
  - ❖ Health
  - ❖ Education
  - ❖ Communication
  - ❖ Security, including Police
  - ❖ Safety, including fire-fighting
  - ❖ Socio-cultural and community facilities
  - ❖ Any other social infrastructure, as applicable
- Proposals for creation and augmentation of transportation and mobility infrastructure, including proposals for public transit, multi-modal integration, first and last mile connectivity
- Strategy for new development, redevelopment, and upgradation / improvement
- Proposal for integration of urban villages and informal settlements
- Proposal for integration of informal sector activities
- Strategy for rehabilitation of unauthorized settlements
- Strategy for maintenance of services
- Provisions for inclusive urbanization and universal accessibility
- Proposals regarding vending zones: markets and market streets

All proposals shall be supported by necessary system maps, layouts, plans, designs, typical cross sections, specifications, as may be applicable

○ Zoning Regulations for TOD

- Definitions of various land use zone premises
- Use restrictions (uses permitted, specially permitted, conditionally permitted, and uses prohibited)
- Proposals for mixed land use, including vertical and horizontal mixing
- Strategy for non-conforming uses
- Strategy for hazardous zones and polluting industries
- Allowing for flexibility for informal and temporal activities within land use zones

○ Zone specific Development Control Regulations for TOD

- Building regulations and building byelaws – which shall promote the principles of TOD within the TOD Zones
- Form Based Codes for TOD based development (within identified Special TOD Planning sub-zones), as applicable
- Urban Design and Architectural Controls within TOD Zones
- Any other specific development controls as may be required to fulfil TOD objectives

In addition to preparing detailed regulations and specifications for each of the above, consultant shall prepare relevant illustrations / diagrams / graphics, as may be necessary for clear and legible interpretation of stipulated norms, controls and design guidelines

Urban form and city scape within the TOD Zones shall also be generated in 3-Dimensional format, using GIS applications such as 'City Engine', clearly depicting existing urban built form and proposed urban built form upon application of TOD byelaws, norms, and form-based codes. Such depictions shall also include proposed roads, mobility infrastructure, greens, etc.

○ Conservation and improvement of environment

- Conservation and improvement of land profile
- Integration of blue-green-grey infrastructure
- Conservation and improvement of green cover and landscape
- Conservation of heritage areas / zones
- Energy efficient and environmentally sustainable development

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- Provision for rainwater harvesting and common infrastructure at Zonal level
- Integration of proposals regarding air, water, noise pollution control
- Compliance with National and State Guidelines and Policies
  - National Transit Oriented Development Policy, 2017
  - Uttar Pradesh Transit Oriented Development Policy, 2022
  - State Urbanization Policy, as applicable
  - State Industrialization and Investment Promotion Policy, as applicable
  - Guidelines for Universal Accessibility and Inclusive Urbanization of Government of India
  - Disaster Management Policy, as applicable
  - Energy Policy, as applicable
  - Any other relevant policies as may be applicable in the context of TOD
- Resource Mobilization and Implementation Strategy
  - Regulatory and Institutional set-up for implementation
  - Costing, funding and model of implementation of physical and social infrastructure within the TOD Zones, including roles and responsibility mapping
  - Land acquisition strategy and land amalgamation framework
  - Role of private sector, developer entities, domestic and international institutions in the TOD process, development facilitation mechanisms
  - Proposals for amendments to regulatory and institutional framework to achieve effective implementation of plan objectives
  - Resource mobilization strategy
  - Phasing and prioritization of TOD development; management thereof

The Draft Land Use Plan, Zonal Development Plan Report, Byelaws, Development Control Norms, and any documentation prepared for submission to the Development Authorities and State Government shall be prepared in English and Hindi Versions by the Consultant.

**5. Task 05 - Assistance during the Public consultation, finalization, and final approval stage**

Sections 10 and 11 of the Uttar Pradesh Planning & Development Act mandate that the draft Land Use Plan and the Draft Zonal Development Plan Report shall be placed in the public domain for objections and suggestions by the Development Authority. The Consultant shall assist the Development Authority and the Transit Agency during the public consultation process which would entail –

- Preparation of necessary documentation and presentations pertaining to proposals
- Documentation of objections and suggestions received during the consultation process
- Assist the Development Authority and Transit Agency, as applicable, in addressing the objections and suggestions received and incorporating the same in the draft Land Use Plan or Zonal Development Plan Report as applicable
- Finalization of the revised documents (English and Hindi) for Authority approval and submission to the State Government.

Pursuant to the submission to the State Government, the State Government, or any committee set up by it, may direct modifications or amendments to the Land Use Plan or Zonal Development Plan as it may think fit. The Consultant shall assist the Development Authority or Transit Agency in preparation of responses to any queries raised and incorporate modification if any in the draft documents.

The Engineer, with the approval of the Employer, may delegate any of his duties and responsibilities to other people after notifying the Bidder and may cancel any delegation after notifying the Bidder.

**6. TASK 06 - Final Land Use Plan and Final Zonal Development Plan Report; Byelaws and Development Control Norms for TOD Areas**

The consultant shall make available the finalized versions of the Land Use Plan and the Zonal Development Plan Report, including Byelaws and Development Control Norms in format as directed by the State Government for final publication. Two versions of the documents shall be prepared, one in English and one in Hindi.



Consultant shall make available any of the relevant experts or resources, as may be required until the final approval and notification of the Zonal Development Plan Report and the Land Use Plan by the State Government.

## **7. Obligations of the Development Authority**

The Development Authority shall review, coordinate, and assist the entire process of preparation of the Zonal Development Plans for the TOD Zones. Obligations include –

- Set up a review and coordination framework between the Development Authority, Transit Agency, and other relevant statutory and regulatory bodies (including Town and Country Planning Department)
- Support the Transit Agency and the consultant for coordinating with stakeholders including government and private land-owning entities, service providing agencies and other government departments for conducting stakeholder consultations and for provision of inputs as required for the preparation of the Zonal Development Plans
- To make available to the Consultant the location and extent of land use changes carried out by the Government (Notification number and date, name of revenue village, Sajra numbers and their area, nature of land use change, etc.) and land use change proposals submitted to the government by the Development Authority
- To make available to the Consultant copies of Policy decisions and Government orders relevant to Zonal Development Plan
- The Development Authority shall ensure to provide within a reasonable time to the Transit Agency and the consultant all information as may be required from the Development Authority for the preparation of the Zonal Plans; and shall communicate all necessary decisions in writing in a timely manner.
- To convene meetings of the technical committees and Authority Board to ensure adherence to the time frame, and other matters where decision may be necessary.
- Finalization and approval process for Zonal Development Plans as stipulated in the Act and relevant Regulations, including organizing public consultations for feedback and suggestions on the draft Zonal Development Plans

## **8. Other Contractors**

In addition to and not in derogation of its obligations elsewhere set out in this RFP, the following include the obligations of the Consultant,

- To perform the services as stated in the Terms of Reference as per the stipulated Timelines and ensure quality of the deliverables at all stages. The consultant shall exercise reasonable skill, care, and diligence in the preparation of the Zonal Development Plans.
- The consultant shall not disclose to any party, circulate, or publish whole or part of any confidential or sensitive information (such as maps, drawings, government communication, etc.) provided by the Development Authority / Transit Agency.

## SCHEDULE 1 – OBJECTIVES AND PRINCIPLES OF TOD BASED PLANNING

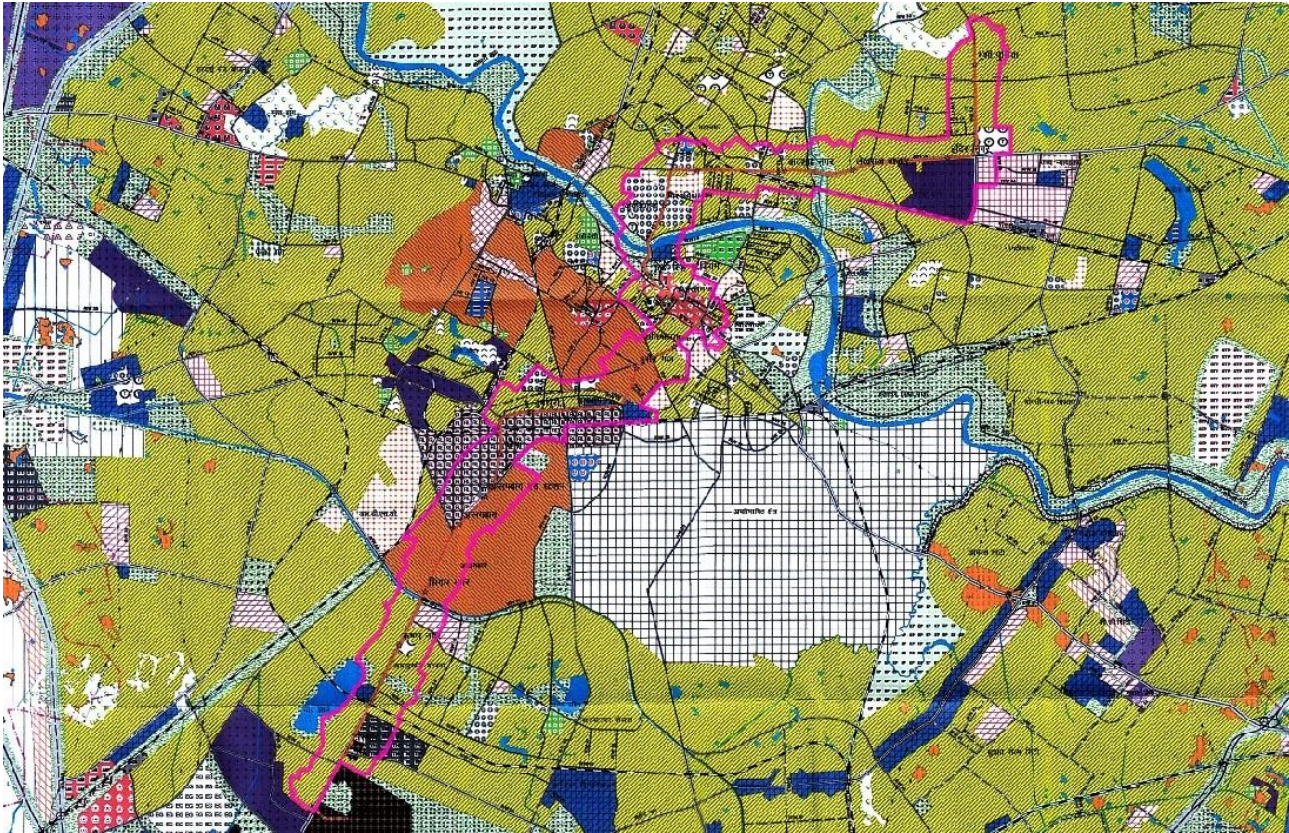
### Objectives of TOD

- To promote the use of public transport by developing high density zones in the TOD Zones, which would increase the share of transit and walk trips made by the residents/ workers to meet the daily needs and also result in reduction in pollution and congestion in the TOD Zone.
- To provide all the basic needs of work/ job, shopping, public amenities, entertainment in the TOD zone with mixed land-use development which would reduce the need for travel.
- To establish a dense road network within the development area for safe and easy movement and connectivity of Non-Motorized Transport (NMT) and pedestrians between various uses as well as to Transit Nodes.
- To achieve reduction in private vehicle ownership, traffic, and associated parking demand.
- To develop inclusive habitat in the TOD Zone so that the people dependent on public transport can live in the livable communities within the walkable distance of Transit Nodes
- To integrate the Economically Weaker Sections (EWS) and affordable housing in the TOD zone by allocating a prescribed proportion of built-up area for them in the total housing supply.
- To provide all kinds of recreational/entertainment/ open spaces, required for a good quality of life in the TOD Zone;
- To ensure development of safe society with special attention to safety of women, children, senior citizen and differently abled by making necessary amendments to the building bye laws;
- To prevent urban sprawl by accommodating the growing population in a compact area with access to the transit corridor, which would also consolidate investments and bring down the infrastructure cost for development; and
- To reduce carbon footprints by shifting towards environmentally friendly travel options for the line haul as well as for access and egress trips

Guiding and Supporting principles for TOD based planning shall be as detailed in **the National TOD Policy, 2017**. These principles shall be adhered to in the Zonal Development Plans and shall serve as guides in the preparation of the TOD byelaws and development control norms.

Proposals for realization of TOD objectives and adherence to TOD principles shall also be clearly brought out in the technical presentations to be made by prospective bidders.

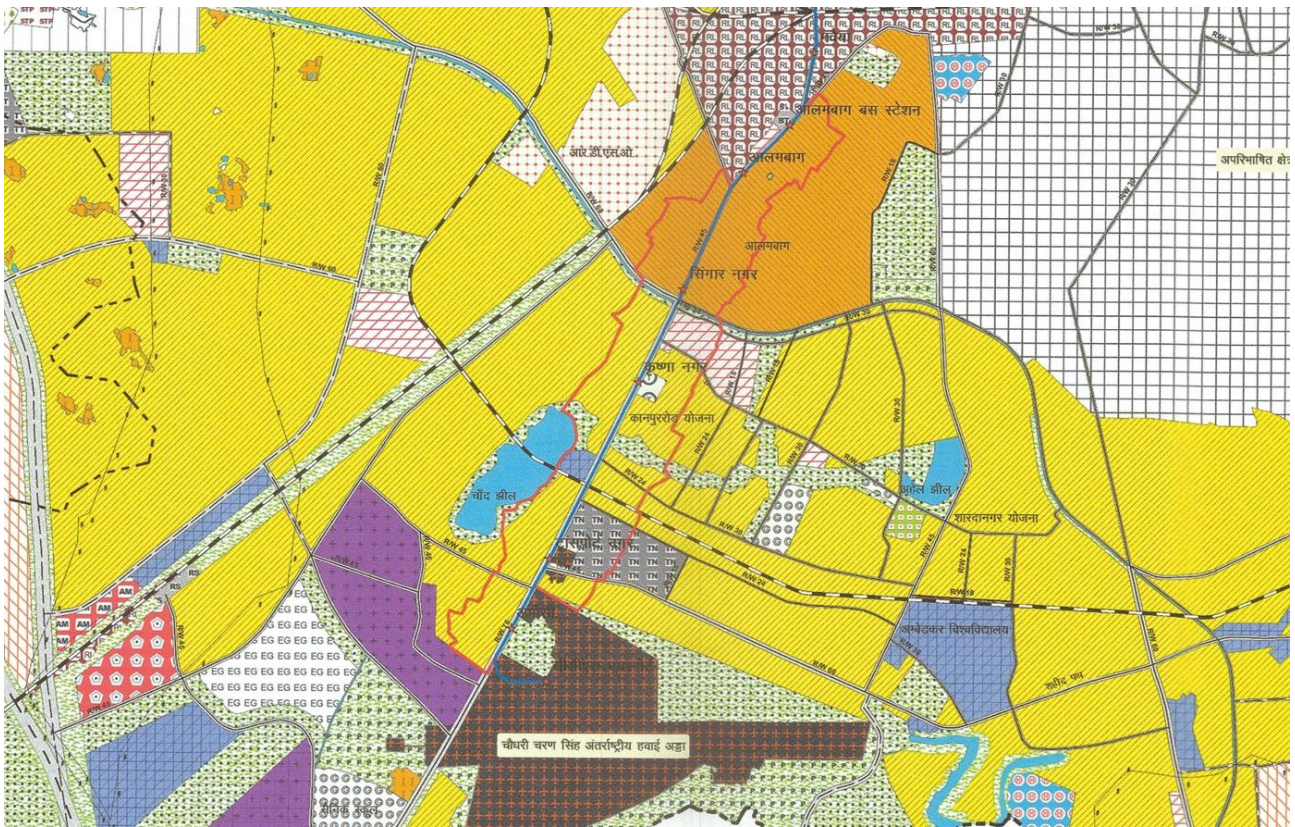
## SCHEDULE II – TOD ZONES FALLING WITHIN THE LUCKNOW DEVELOPMENT AREA



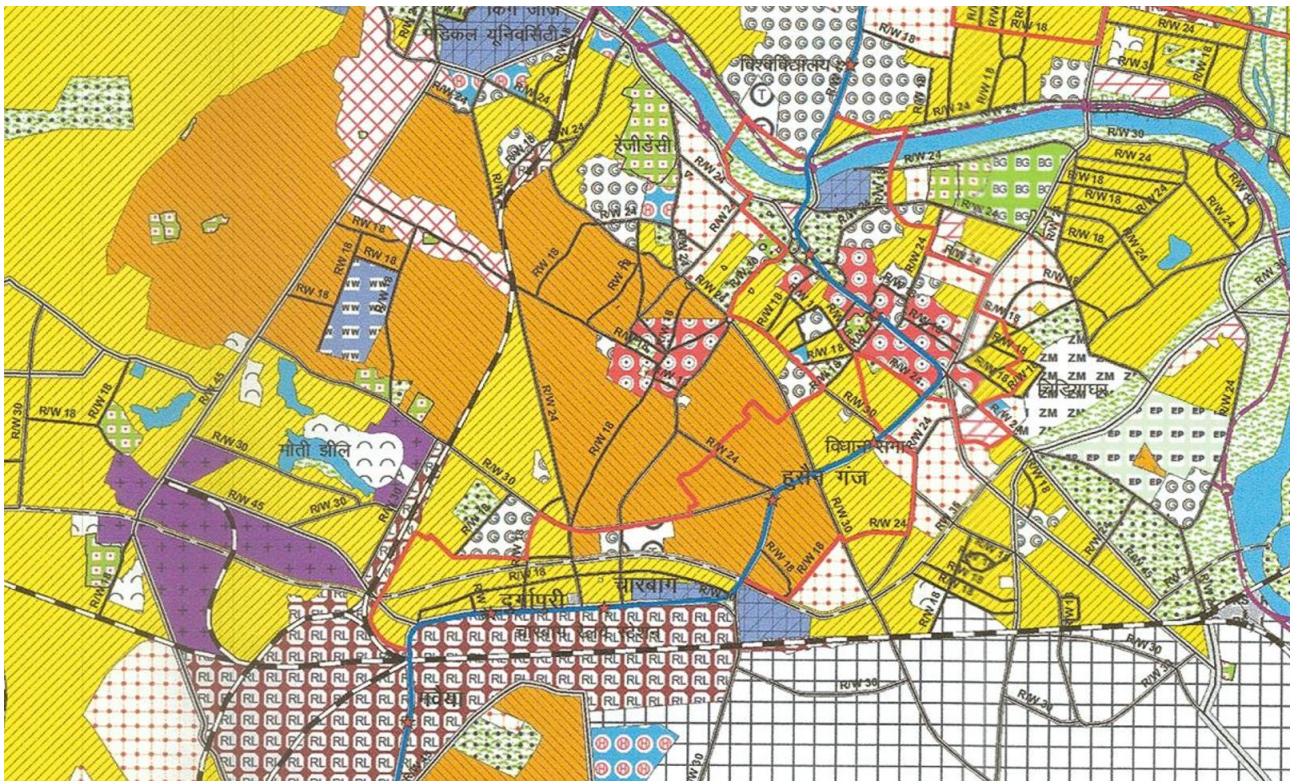
Subject to final delineation in masterplan and notification thereof

TOD Zone	Classification	Approx. area (ha.)
<b>Cluster A</b>		
Along Metro Corridor from Amausi to Alambagh Bus Stand	Urbanized	572.16
<b>Cluster B</b>		
Along Metro Corridor from Durgapuri to KD Singh Babu Stadium	Urbanized	492.72
<b>Cluster C</b>		
Along Metro Corridor from IT College to Munshipuliya	Urbanized	604.10

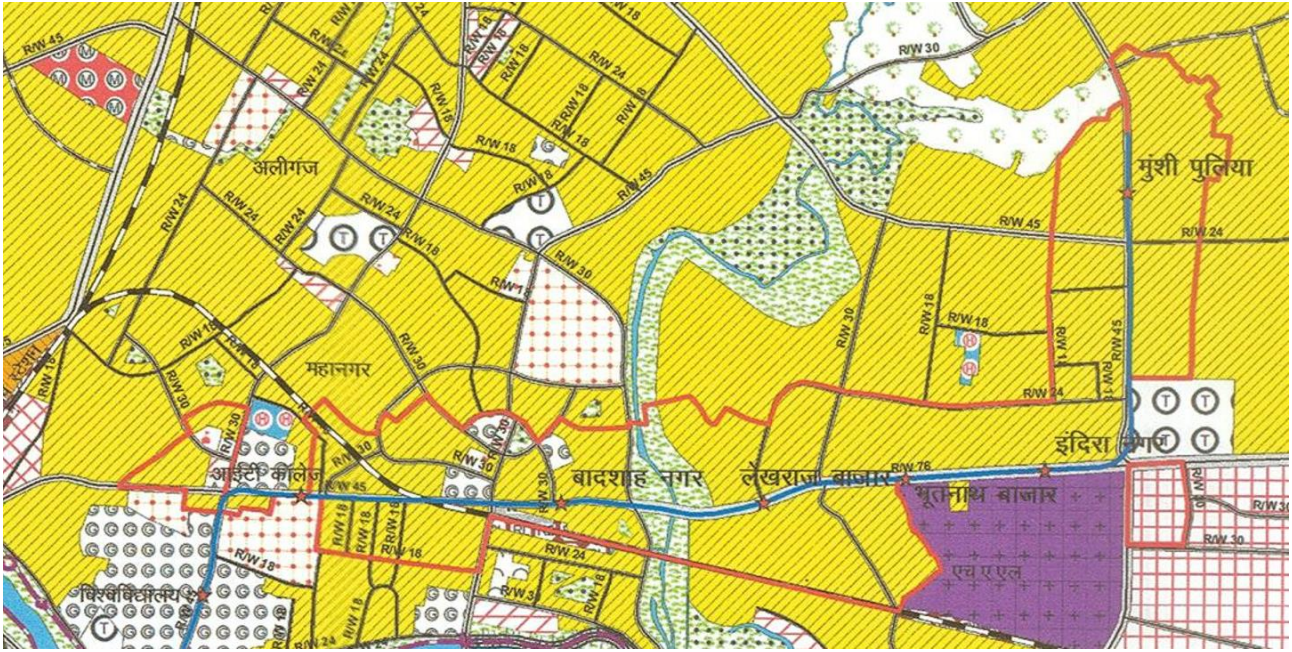
**Cluster A - Along Metro Corridor from Amausi to Alambagh Bus Stand**



**Cluster B - Along Metro Corridor from Durgapuri to KD Singh Babu Stadium**



**Cluster C - Along Metro Corridor from IT College to Munshipuliya**



**VOLUME – VI**

PART A – GENERAL CONDITIONS OF CONTRACT & PART B –  
SPECIAL CONDITIONS OF CONTRACT

## PART A – GENERAL CONDITIONS OF CONTRACT

### A. GENERAL

#### 1. Definitions

- 1.1. The following words and expressions shall have the meanings assigned to them except where the context otherwise requires:
- a) **‘Project’** means the project/work named in Special Conditions of Contract.
  - b) **‘Services’** means the services to be performed by the Consultant pursuant to this contract.
  - c) **‘Employer’** means the Lucknow Development Authority (also referred to as LDA) which expression shall also include their legal successors and permitted assigns.
  - d) **‘Consultant’** means the party or the group/consortium named in the Agreement, who has to perform the services, and which expression shall include his/their legal successors and permitted assigns.
  - e) **‘Sub – Consultant’** means an entity or individual appointed by consultant with the prior approval of the employer and in accordance with the procedure described in Special Conditions of Contract.
  - f) **‘party’** means LDA or Consultant as the case maybe and **‘parties’** means both.
  - g) **‘Third party’** means any other person or entity as the context requires.
  - h) **‘Contract’** means the Contract Agreement, the Letter of Acceptance, the Letter of Bid and other documents which are listed in the Contract Agreement or in the Letter of Acceptance.
  - i) **‘Employer’s Representative’** means the official employed by LDA and notified as such, or any of its officers nominated by LDA and notified from time to time, to the Consultant.
  - j) **‘Engineer’** is the person named in the Contract Data will be the Engineer in Charge of work, who is responsible for supervising the Consultant’s work, administering the Contract, making payments due to the Bidder
  - k) **Days** are calendar days; months are calendar months
  - l) **‘INR’** means the currency of India and shall be the currency used for the Project.
  - m) **‘Time for completion’** means the time period stated for this purpose in the bid documents.
  - n) **‘Applicable Law’** means the laws and any other instruments having the force of law in the Employer’s Country, or in such other Country as may be specified in the Contract data and specific provisions, as they may be issued and in force from time to time
  - o) **‘Effective Date’** means the date on which this Contract comes into force and effect or the date of issue of Letter of Acceptance (LOA) by the Employer.
  - p) **‘Experts’** means, collectively, Key Experts/Persons, on-Key Experts, or any other professional personnel of the Consultant, Sub-consultant or JV/Consortium member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract

#### 2. Interpretation

- 2.1. The headings in the Agreement shall not be used in its interpretation.
- 2.2. The singular includes the plural, the masculine includes the feminine, and vice-versa where the context requires.

- 2.3.** Reference to "Contract" mean this contract (and include the Schedules). References to "Clauses and Schedules" mean clauses of and schedules of this contract. The provisions of Schedules shall be binding on the parties as set out in full in this Contract
- 2.4.** If there is a conflict between provisions of the Agreement, the last to be written chronologically shall prevail, unless otherwise specified in the Special conditions of contract.
- 2.5.** The documents forming the part of the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Employer shall issue any necessary clarification or instruction to the Consultant which shall be binding on the Consultant; and priority of the documents shall be as follows:
- a) Agreement
  - b) Notice to proceed with the work
  - c) Letter of Acceptance
  - d) Bidder's Bid
  - e) Contract Data
  - f) Special Conditions of Contract
  - g) General Conditions of Contract
  - h) Scope of Work
  - i) Price bid and
  - j) Any other document listed in the RFP document will forming part of the Contract agreement.

### **3. Languages and Law**

Languages of the agreement/contract communication shall be English. The agreement shall be interpreted, constructed, and governed by the laws of India. The Consultant shall, at all times in its performance of its obligations under this Agreement, be responsible to comply with all the Applicable Law, including, without limitation, those rules or regulations enacted or issued by the Employer.

### **4. Information**

The Employer shall within a reasonable time give to consultant, free of cost, all information which he is able to obtain, and which may pertain to the Services. But this will not relieve the responsibility of the Consultant to collect all the necessary information from other organizations, agencies etc. to the execution of the work assigned.

### **5. Decision**

On all matters properly referred to it in writing by consultant. LDA shall give a decision in writing within a reasonable time.

### **6. Assistance**

While it shall be the primary responsibility of the Consultant to obtain necessary information from other organizations to execute the contract and to perform the services specified therein, the Employer shall assist Consultant in:

- i. providing unobstructed access wherever it is required for the services.
- ii. providing access to other organizations for collection of information.

### **7. Agreement Effective Date**

Letter of Acceptance (LOA) issued by the Employer shall be deemed to be binding agreement between the Employer and the Consultant till such time the contract agreement is executed. The Contract shall come into effect from the date of issue of the Letter of Acceptance (LOA) by the Employer or the date mentioned in the LOA, whichever is later.

### **8. Commencement and Completion**

- 8.1.** The date of commencement shall be from the date of issue of Letter of Acceptance (LOA) by the Employer or the date mentioned in LOA, whichever is later.



- 8.2. The Services shall be commenced and completed at the times or within the periods stated in Special Conditions of Contract subject to extensions in accordance with the Agreement.
- 8.3. Completion of services of the Consultant shall be certified upon final submission of all the documents/manuals, designs, drawings covered under the scope of this contract. If all the documents/manuals have been satisfactorily submitted, the Employer/Employer’s representative shall issue the Completion Certificate.

## 9. Notice

Notices under the Agreement shall be in writing and will take effect from receipt at the address stated in the Agreement. Delivery can be by hand or facsimile message or email against a written confirmation of receipt or by registered letter or by telex subsequently confirmed by letter.

## 10. Press / Media Relations

- i. Under any circumstances, no employee of the Consultant shall, except with the prior written sanction of the Employer, shall participate in a radio/TV broadcast or contribute to any article or write any article or letter either in his own name or anonymously, pseudonymously, or in the name of any other person, to any newspaper or periodical or shall give an interview to any media persons.
- ii. The Employers policy regarding responding to Press/Media shall be enforceable on all parties associated with this agreement.

## 11. Submission of Program

The consultant shall submit programs and Schedules including detailed breakup of activities as per contractual provisions for approval by LDA within 30 days of issue of LOA and update them regularly (every 60 days) to assist the Employer in tracking the progress of works. These programs and schedules are for Employer’s use only.

## 12. Equipment and Facilities

The Consultant shall secure for itself and its employees all equipment, transport facilities and services that may enable it to perform its obligations under the contract.

The Consultant shall at all times give to the Employer or to any other person authorized in writing by the Employer, access to premises occupied by the Consultant where the Consultancy Services are being undertaken and shall permit those persons to inspect and audit the performance of the Consultancy Services and any Contract Material or other material related to the Consultancy Services.

## 13. Provision of consultancy services

### 13.1. The Consultant shall

- i. Inform itself of the Employer’s requirements in respect of the Consultancy Services;
- ii. Consult regularly with the Employer throughout the performance of the Consultancy Services; and Act professionally at all times in the performance of the Consultancy Services, exercising the skill, care, economy, efficiency and
- iii. due diligence in accordance with generally accepted professional standards & practices and shall observe sound management practices and employ appropriate technology, safe and effective equipment, material and methods.
- iv. The Consultant shall always act in respect of any matter relating to this contract or to the services as a faithful advisor to the Employer and shall at all times support and safeguard the Employer’s legitimate interests in any dealings.
- v. The Consultant shall provide professional, objective, and impartial advice and at all times hold the Employer’s interest paramount.
- vi. The Consultant shall propose, employ, and provide such qualified and experienced experts and sub-consultants as are required to carry out the services.

### 13.2. Code of Professional Ethics

- i. The Consultant shall have no direct or indirect interest in commercial, manufacturing, or contracting activities that might tend to influence its professional judgement. It is remunerated solely by the fees paid to it by the Employer.

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- ii. The Consultant shall approach all assignments objectively and by using sound technical and economic principles that provide solutions which serve the best interests of the Employer.
- iii. The Consultant shall give a declaration that it has no financial or managerial ties with other organizations that could influence its independence.

**14. Performance standards**

- i. All services performed under this agreement shall be performed by the Consultant and its sub-consultants in a manner consistent with
  - a. the latest Indian and International standards and codes applicable for the projects of this type, scope and complexity of the project and also applicable to those who provide similar services;
  - b. the applicable laws;
  - c. the terms of this agreement; and
  - d. using their professional skill and judgement.
- ii. The Consultant is required to comply with the Employers policies and procedures as may from time to time to be in force.
- iii. Notwithstanding any review of its organization structure, staff or manning schedules, the Consultant shall remain wholly responsible for the provision of stipulated services.
- iv. If in the opinion of the Employer/Employers representative, the progress or performance of the consultant’s work is seen to be at any time inadequate to meet those requirements, the Consultant shall take the necessary steps to improve them on being notified.
- v. If within a reasonable period, the Consultant has not improved its progress or performance, the Employer/Employer’s representative may by way of written notice require it to take additional measures, including changes in its organization at no additional cost to the Employer. Such notice shall be in no way deemed to constitute a waiver of Employer/Employers representative’s rights to terminate the agreement by reason of the Consultant’s breach of contract.
- vi. Failure by the Employer/Employer’s representative to issue such a notice shall not relieve the Consultant of its obligations to achieve the required rate of progress and quality of work.

**15. Addressing ambiguities**

To the extent there are any ambiguities and/or conflicting terms and provisions as between the Consultant’s proposal and this contract, this contract shall control and govern.

**16. Care and supply of documents**

- i. The drawings and specifications submitted by the Consultant shall be in the custody and care of the Employer. The Consultant shall keep in the office set up for the execution of the contract, a copy of the contract, publications named in the specifications, the documents and drawings, variations and other communications given under the Contract. The Employers personnel shall have the right of access to all these documents at all reasonable times.
- ii. If a Party becomes aware of an error or defect in a document which was prepared for use in executing the works, the Party shall promptly give notice to the other Party of such error or defect.
- iii. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request test or similar act by the Employer /Employers representative/Engineer (including absence of disapproval) shall not relieve the Consultant from any responsibility he has under this Contract, including responsibility for errors, omissions, discrepancies, and noncompliance’s.

**17. Delayed Drawings / Submissions**

The Consultant shall give notice to the Employer whenever the Work are likely to be delayed or disrupted to the extent that any necessary drawing could not be issued to the consultants engaged by the Employer within a particular time, which shall be reasonable. The notice shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and the nature and amount of the delay or disruption likely to be suffered if it is late.

If the consultants engaged by the Employer suffers delay and/or incurs Cost as a result of a failure of the Consultant to issue the notified drawing within a time which is reasonable and is specified in the notice with supporting details, the consultant’s claim in this regard shall be assessed case to case basis and charged in accordance with Consultant’s responsibility for the delay.

#### **18. Liability of consultant to the employer**

Consultant shall be liable to the Employer till the issue of the Performance Certificate. The Employer shall issue Performance Certificate to the consultant after the completion of duration of professional liability, as stated in Clause 21.

The Consultant shall be issued Performance Certificate by the Employer stating that the consultant has completed his obligation to the Employer’s satisfaction. Only the issue of Performance Certificate shall be deemed as fulfilment of consultant’s obligations with respect to this contract.

Consultant shall only be liable to pay compensation to the Employer arising out of in connection with the Agreement for a breach of Contract. Such compensation shall be limited to the amount specified against limitation of Liability mentioned in Conditions of Contract.

#### **19. Communications**

The Consultant shall comply with all written procedures, issued by the Employer from time to time, for conduct of communications to deal with matters relating to the planning, programming, design, and construction of the Project.

After every meeting, the consultant shall prepare Minutes of Meeting and submit to the Employer for approval and circulation to other parties.

#### **20. Taxes and Duties**

- 20.1.** The Consultant shall ensure full compliance with the prevailing tax laws of India and its Country (in case the Consultant is a foreign entity) with regard to this contract and shall be solely responsible for the same. The Consultant shall keep the Employer fully indemnified against any liability or tax, interest, penalty etc. of the Consultant in respect thereof, which may arise.
- 20.2.** The Consultant shall maintain complete records in respect of payments made for taxes, duties, GST, Octroi and other levies payable to various authorities. These records shall remain open for inspection by the Employer at any time and shall be made available to the Employer as and when required.
- 20.3.** All duties, taxes [except Goods and Service Tax (GST)], royalties, cess, and other levies payable by the Consultant under the Contract, or for any other cause (including standard specifications), as on the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Consultant. GST will be paid as applicable on the submission of GST Invoices for first RA bill. The subsequent RA bill shall be raised for payment upon submission of documentary evidence towards payment of GST collected on the previous bill to the GST Authorities. *However, if subsequent bills are raised before return submission date of previous bill period, the documentary evidence towards payment of GST shall be provided within 7 days from the due date of such return filing. The Final bill/single bill payment shall be released on the undertaking by the consultant for providing evidence within 7 days from the due date of such return filing for final bill based on GST provision for due dates.*

#### **21. Duration of professional liability**

Consultant shall not be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on him before the expiry of the relevant period stated in Special Conditions of Contract, or such earlier date as may be prescribed by law.

#### **22. Change in legislation**

Changes in the rate of existing taxes/duties/ cess relevant to the Contract, as applicable 28 days prior to the last date of submission of bid, will be considered a Change in legislation. Such additional /reduced cost shall be certified by the Employer after examining the records provided by the Consultant and shall be paid or credited to the Employer accordingly.

22.1. The rates and prices quoted by the Bidder shall not be Adjustable for changes in cost.

### **23. Conflict of interest**

Unless otherwise agreed in writing by the Employer, the Consultant and his personnel shall have neither any interest in nor receive remuneration in connection with the Project except as provided for in the Agreement.

The Consultant shall take all reasonable measures to ensure that its employees, agents, subconsultants do not, during the Contract execution, engage in any activity or obtain any interest which is in conflict with providing services to the Employer fairly and independently.

The Consultant has an obligation and shall ensure that its personnel shall have obligation to disclose any situation of actual conflict that impacts their capacity to serve the best interest of the Employer. Failure to disclose such situations may lead to termination of contract.

The Consultant shall also not engage any employee of the Employer directly or indirectly for period of two years after leaving the service of the Employer.

On receipt of notice of conflict of interest, the Employer may decide upon the action to be initiated. Employer reserves the right to suspend the services of consultant or to proceed to termination, as necessary.

### **24. Corruption and fraud**

The consultant shall neither give, provide, or offer nor shall receive, ask, or accept, any loan, fee, reward, gift or any emolument or advantage whatsoever beyond the provisions of this agreement.

Wherever possible, any issues relating to conduct, competence and behavior should be identified and resolved internally by the Consultant, but the Employer should keep informed of such occurrences.

In order to prevent and detect fraud, the Employer may at any time:

- a) Share information about the consultant with other organizations including the police, vigilance, etc.
- b) Conduct/allow the Law Enforcement officials to conduct searches of the consultants' premises.
- c) Check and share details with fraud prevention and detection agencies, as may be necessary.

In the event of any breach of this condition, the Consultant shall be deemed to have breached the contract and the Employer shall, without prejudice to any other rights the consultant, it may possess, be at liberty forthwith to terminate this contract and to recover from the consultant any loss or damage resulting from such termination

However, should the employer consider that the Consultants conduct or behavior may be in breach of code of conduct, or that the Consultant's professional competence has been called into question, Notice may be issued to the Consultant requiring explanation in this regard but the consultant will be liable to pay compensation to the Employer if the breach is established.

In the event of termination on such grounds, the Employer is also entitled to recovery of any additional expenses incurred for preceding the work till completion.

## **25. Publication**

Consultant, either alone, or jointly with others, cannot publish, disclose or divulge, any material relating to the Services to any third party without the written permission from the Employer. The Consultant shall implement appropriate technical and organizational measures to protect the data/information regarding the project against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure.

## **26. Obligations of consultant**

### **26.1. Scope of services**

- i. Consultant shall perform Services relating to the Project. The Scope of the Services is stated in Volume 5 Scope of Work of the bid documents
- ii. Consultant shall exercise reasonable skill, care, and diligence in the performance of his obligations under the Agreement and shall adopt best design practices for the performance of services.
- iii. The Employer has endeavored to delineate the scope of services to be performed by the Consultant. Such descriptions are not intended to be comprehensive. The Consultant shall be required, without adjustment to the accepted contract value, to provide any services that are within the scope of its field of professional practice and that are reasonably inferable as being necessary or that would be customarily furnished by other providers of professional services of the type and nature provided for in this agreement, to accomplish the Services set out in this contract.
- iv. The Consultant shall always act in respect of any matter relating to this contract or to the services as a faithful advisor to the employer and shall at all times support and safeguard the employer's legitimate interest's paramount.
- v. The Consultant shall provide professional objective and impartial advice and at all times hold the Employer's interest paramount.
- vi. Except with the prior written consent of the Employer, the Consultant and the Experts shall not at any time communicate to any person or entity any information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of the Services. In this regard, a Non-Disclosure Agreement as provided in Volume 7: Contract Agreements is to be signed by the consultant.

### **26.2. Interface**

Where the Services include the co-ordination between the Consultant and other Consultants /Experts employed on the Project, the Consultant shall provide such co-ordination. The Consultant shall obtain, co-ordinate and submit to the Employer's Representative for his information and approval all details, drawings, quantities, specifications arising from such co-ordination with others. Such co-ordination will take place throughout the period of the Services and it shall be the responsibility of the Consultant to document the same.

## **27. Representatives**

For the administration of the Agreement the Consultant shall designate the officials or individuals to be his representatives as Team Leader as proposed by him in its bid. The above team leader shall attend all meetings with the Employer. The above team leader will be responsible for planning, organizing and securing resources for ensuring the successful completion of the project by coordinating with different teams to develop a coherent output through the co-ordination of various interfaces. All communication from the Employer shall be addressed to the Team Leader. All communications from the Consultant to the Employer or any other authority shall be done by the Team Leader only. Similarly, all design/drawings/reports/documents from the Consultant shall be issued by the Team Leader only and only under exceptional circumstances, such communications shall be done by any other person of the Consultant who shall be duly authorized for the same.

## **28. Deployment/Replacement of personnel**

- 28.1. All persons employed by the Consultant shall be the employees of consultant and not of LDA. The Consultant shall be solely responsible for any workers' compensation obligations, withholding taxes, unemployment insurance, all statutory obligations, and any other Employer obligations with respect to all employees working for the Consultant.

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All the proposed Key Persons including Expatriate persons, as finalized after the negotiations, if any, shall be deployed within the time stated in the Letter of Acceptance and as per the agreed deployment schedule. These persons shall be physically available in the office of the Consultant exclusively set up for the execution of the contract as per the work requirement during the entire period of implementation of the contract. In case of failure of the Consultant to deploy the above key persons as per the agreed deployment schedule, penalty as stated in the Special Conditions of Contract shall be imposed on the Consultant.

The employer will not normally consider request of the selected bidder for substitution of Key Persons except under exceptional circumstances. However, such substitution shall be limited to once in each category for whole contract period, with equally or better person/expert than the replaced one. Such substitution shall be subject to levy of penalty as stated in Special Conditions of contract.

- 28.2.** Substitution of the Team Leader will not normally be considered and may lead to disqualification of the bidder or termination of the Agreement, except in case of long-term disability or loss of life. In such cases, substitution may be permitted by the Employer on the merit of the case and availability of sufficient evidence, at the sole discretion of the Employer; subject to equally or better qualified person is provided by the Bidder/Consultant. Such substitution shall attract imposition of penalty as stated in Special Conditions of Contract.

**28.3. Replacement of personnel as per the requirements of employer**

In case the Employer is not satisfied with the performance of any personal of the Consultant, such person shall be replaced on Employers request with a person acceptable to the Employer.

### **29. Assignment and sub-contracts**

- i. The Consultant shall not, without the written consent of the Employer, assign the benefits from the Agreement other than money
- ii. The Consultant shall not assign obligations under the Agreement (to Sub-Consultant / Sub-Consultants) without the written consent of the Employer.
- iii. The Consultant shall not without the written consent of the Employer initiate or terminate any sub-Consultant for performance of all or part of the Services
- iv. With prior approval of Employer, the consultant may engage subconsultant for specialized works i.e., Surveys (Topographical surveys, Drone surveys, Traffic related surveys, Demographic surveys, Geotechnical investigations, surveys for the purposes of Environmental Management Plan (EMP) and the like.
- v. While submitting its proposal for seeking the Employer’s approval with respect to engagement of each Subconsultant in accordance with this Sub- Clause 29.0, the Consultant shall ensure that total value of Works proposed to be undertaken through subcontracting shall not be more than 50% of the Contract Price.
- vi. The value of a sub-contract, as and when awarded, shall be intimated by the Consultant to the Employer along with a certification that the cumulative value of all sub-contracts awarded then is within the aforesaid threshold of 50% of the Contract Price.

**29.1.**

- i. The Consultant shall provide sufficient superintendence, to ensure that the works to be carried out by a Subconsultant comply with the requirements of the Contract.
- ii. The Consultant shall ensure that the Subconsultant(s) proposed to be appointed shall have the requisite experience during last 7 years prior to the proposed appointment in relation to the work proposed to be subcontracted and details of the same are provided to the Employer while seeking the approval.
- iii. The Consultant shall release payment to the Subconsultant promptly to ensure that the execution of works is not affected in any manner whatsoever.
- iv. The Consultant shall indemnify and hold the Employer harmless against and from any claim of sub-consultant.

### **30. Performance security**

The Consultant shall deliver the Performance Security, as specified in the ‘Instruction to Bidders’, to the Employer within 28 days after receiving the Letter of Acceptance. The Performance Security shall be issued by an entity and from within a country (or other jurisdiction) approved by the Employer and shall be in the form as given in Volume VIII (Securities and Other Forms) or in other form specifically approved by the Employer.

The Consultant shall submit the Performance Security in any of the following forms:

- a) Unconditional and irrevocable Bank Guarantee from a Banks as under:
  - a. a Scheduled Commercial Bank in India,

### **30.1. Validity of Performance Security**

The Consultant shall submit Performance Security in two Parts of 1.5 % each. The first part of performance security (1.5%) shall initially remain valid up to 60 days beyond the issue of completion certificate and second part (1.5%) shall remain valid up to 60 days beyond the issue of performance certificate. In case of extension of time, the validity of the performance security shall be accordingly extended.

The first part (1.5%) of Performance Security shall be released on completion of entire work on issue of completion certificate. The second part (1.5%) of Performance Security shall be released after issue of performance certificate.

Such Performance Security shall be valid for period stated in the Special Conditions of Contract and in case of extension of time the validity of the same shall be extended for further period. The Employer reserves the right to forfeit the performance guarantee amount, in the event of termination of the Contract in accordance with Clause 54.

If the Consultant fails to provide, maintain, and renew the Performance Security in accordance with the Contract, then the Employer shall, without prejudice to any other rights and remedies to which it may be entitled, shall have the right to invoke the Performance Security. The Employer reserves the right to terminate the Contract. Upon any encashment and appropriation of the Performance Security, the Consultant shall, within 14 (fourteen) days thereof, replenish the Performance Security to the original level.

### **31. Change in constitution of the consultant.**

The Consultant shall promptly notify and obtain the approval of the Employer for any changes in the constitution of the Consultant. It shall be open for the Employer to terminate the Agreement upon change in the constitution of the Consultant. It shall be also open for the Employer to terminate the Agreement, upon loss of life, retirement, insanity, or insolvency of any person being the proprietor/partner in the Consultant, or on the addition or introduction of a new partner managing the Project for the Consultant without the prior approval in writing of the Employer.

But in absence of and until its termination by the Employer as aforesaid, this Agreement shall be in full force and effect, notwithstanding any changes in the constitution of the firm by loss of life, retirement, insanity, or insolvency of any of its proprietors/partners or addition or introduction of any new partners. In case of loss of life or retirement, the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of all terms and conditions of the Agreement, and likewise on the addition of a new partner, the latter will also become jointly and severally liable

### **32. Professional Indemnity Insurance (PII)**

The Consultant shall effect and maintain professional Indemnity Insurance (PII) for the amount equal to the contract value as stated in the Letter of Acceptance, with unlimited number of incidents in respect of design and services to be carried out by, on behalf of the Consultant valid from the date of commencement till **one year** after the date of issue of completion certificate as mentioned in clause 8.3 above, to the Consultant. The PII shall be jointly in name of consultant and employer.

PII Policy shall be obtained within four weeks from 'date of commencement' and before any payment is released to consultant. The insurance which shall ensure the Consultant's liability by reason of professional negligence and errors in respect of all works covered under scope of work, shall be valid from the date of commencement of works, until the expiry of duration of liability as stipulated in clause 21 of General Conditions of Contract and clause 13 of Special Conditions of Contract. It is a deemed accepted condition of contract that the Consultant indemnifies and save harmless the Employer from and against all claims

and proceedings on account of infringements of patents rights, design, trademark name etc. In the PII policy, the deductible amount shall not be more than 5% of accepted final claim in any one incident.

The employer will not issue final payment certificate until the Consultant has produced evidence that coverage of Professional Indemnity Insurance has been provided for the aforesaid period.

In case the consultant intends to utilize the existing umbrella Insurance policy already obtained by the consultant, in the cover note / letter issued by the insurance company incorporating the name of this work in the umbrella policy, it shall mention the LDA as the beneficiary and consultant shall procure an undertaking from the Insurance Company in this regard.

In case the value of existing umbrella policy is inadequate to cover the contractual requirement of this assignment than consultant shall ensure that the value of existing umbrella policy is enhanced suitably to cover this assignment.

In case the existing umbrella policy is an annual policy, then consultant shall ensure and renew the validity of policy annually to cover the entire period of this contract.

AOA (any one accident) limit equal to total contract value with AOY (any one year) with unlimited occurrence in the PII policy, the deductible amount shall be 5% of claim amount or as per requirement of statutory regulations.

The insurance policy shall include a cross-liability clause such that the insurance shall apply to the Consultant and the Employer as separate insureds.

### **33. Modification and variations**

The Contract can be modified including modification in Contract Amount and Scope, in writing by employer. In the event of any additional services to be performed by consultant, the consultant shall obtain prior written approval from the Employer, on the time and cost involved in performance of the additional services. The agreement scope may be subject to variations including omissions, alternations, and additions. If a variation to the scope of works results in a change in the agreement value (positive or negative changes), the financial implications will be calculated by the consultant, subjected to the acceptance by the Employer using the original project specification, schedule of payments and scope of works as a basis.

If the Employer requests for variation, consultant has to submit the proposal.

Consultant may be entitled for extension of time or additional payments on the basis of merits of the variation’s proposal in accordance with determination by Employer in this regard

### **34. Copyright**

The copyright (including future copyright) of all documents and drawings prepared by the Consultant in performance of the Services under the Agreement shall be vested with the Employer. All design documents prepared by the Consultant, the design depicted in them, and any presentation material, shall become upon their creation the property of the Employer whether the project for which they are made is executed or not. Without limitation to the foregoing, the Employer shall hold and the Consultant shall be deemed to have irrevocably assigned to the Employer in perpetuity with no reserved or retained rights in any other persons or entities, all copyrights or other intellectual property rights relating to the design documents. The Consultant may retain copies of the documentation prepared by them and may use and adapt the contents of such documentation for his own use.

### **35. Consultants warranty of design**

- i. The Consultant shall be fully responsible for the suitability, adequacy, integrity, durability and practicality of the Consultant’s proposal.



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- ii. The Consultant warrants that the Consultant’s Proposals meet the Employer’s Requirements and are fit for the purpose thereof. Where there is any inadequacy, insufficiency, impracticality, or unsuitability in or of the Employer’s Requirements or any part thereof, the Consultant’s Proposal shall take into account, address or rectify such inadequacy, insufficiency, impracticality or unsuitability at Consultant’s own cost.
- iii. The Consultant shall indemnify the Employer against any damage, expense, liability, loss, or claim, which the Employer might incur, sustain or be subject to arising from any breach of the Consultant’s design responsibility and/or warranty set out in this Clause.
- iv. The Consultant further specifies and is deemed to have checked and accepted full responsibility for the Consultant’s proposals and warrants absolutely that the same meets the Employer’s Requirements:
  - a. Notwithstanding that such design may be or have been prepared, developed, or issued by the Employer, any of Consultant’s Consultants, his sub-Consultants and/or his qualified personnel/persons or cause to be prepared, developed, or issued by others.
  - b. Notwithstanding any warranties, guaranties and/or indemnities that may be or may have been submitted by any other person
  - c. Notwithstanding that the same have been accepted by the Engineer.

The Consultant shall be fully responsible for the drawings, designs etc. & preparing, developing, and coordinating all design Works to enable that part of the Works to be constructed and/or to be fully operational in accordance with the Contract’s requirements.

**36. Payment to the consultant**

- i. The employer shall make payment to the Consultant in accordance with the accepted rates/cost and as per the stipulated stage payment schedule.
- ii. Goods and Services Tax will be paid extra as per the prevailing tariff, on submission of certified GST invoices as per the prevailing rules.
- iii. Statutory deduction shall be made from the payments for which necessary TDS certificates shall be issued
- iv. Payment shall be made by RTGS in the bank account of the consultant as per the details provided by the consultant.
- v. In case the Consultant is a Joint Venture, the payment shall be made only in the name of Joint Venture.
- vi. In case the Consultant is a Consortium, if requested by the consultant, direct payment to the individual members of the consortium can be made; on joint certification by the authorized representatives of individual constituent member, after making requisite recoveries /deduction from the gross payment. In this case, a notarized Memorandum of Understanding/Agreement jointly signed by authorized representatives of all the constituent members of the Consortium to this effect need to be submitted to the employer on commencement of the Work.

**37. Time for payment**

Payment to the Consultant shall be made on monthly basis. Generally, the payment shall be made within 30 days of receipt of an acceptable invoice from the Consultant. In case the invoice is not acceptable to the employer, the employer shall promptly return the invoice to the consultant advising the deficiencies in the invoice.

**38. Currency of payment**

All payments shall be made in Indian Rupees

**39. Disputed invoices**

If any item or part of an item in an invoice submitted by the Consultant is contested by the Employer, then the Employer shall give prompt notice with reasons and shall not delay payment on the balance of the invoice.

Maximum amount withheld on account of disputed item in any invoices shall not exceed 100% of the value of the disputed item.

The Consultant shall promptly perform against any Consultancy Service or item thereof certified as not being in accordance with the Contract, without raising additional claims to the Employer.

The Consultant will not be entitled to make any claim for payment in relation to such services disputed in any invoice until the Employer has certified that the re-performed services are in accordance with the Contract

#### **40. Retention money**

Retention money and modalities of its deduction shall be stated as following: -

- a) Limit of Retention Money shall be 5% of accepted contract amount in each of the respective currency(ies).
- b) Submission of Bank Guarantee for an amount of 5% of the accepted Contract value in proportion to the currency(ies) as stated in accepted contract amount prior to first monthly payment.

OR

10% of each monthly payment amount in proportion to the currency(ies) as stated in accepted contract amount till the time total retention money reaches 5% of Accepted contract amount.

- c) The consultant may replace the retention money deducted from monthly payment on quarterly basis with an unconditional bank guarantee from the bank of equivalent amount for the respective currency portions (as per format provided in Section-9: Contract Forms).
- d) This retention amount will be released after issuance of Completion Certificate by the Employer.

#### **41. Audit Requirement**

The Employer reserves the right to carry out a audits and/or examination of the books, and the account, including all supporting vouchers, abstracts, etc. and to make a claim on the consultant for the refund of any excess amount paid to him, if as a result of such examination, any over-payment to him is discovered to have been made in respect of any work done or alleged to have been done by the Consultant, under the Contract. If any under-payment is discovered, the same shall be paid by the Employer to the consultant. Such payments or recoveries, however, shall not be subject to any interest.

The consultant shall provide full and timely access for such Audit by the Employer, including inspection of records and documentation. Such access shall include direct access to the work areas, storage facilities, consultant's project offices, and similar areas and facilities where any work is being conducted for this project

#### **42. Claims for loss or damage**

Subject to Clause 23, any claim for loss or damage arising out of breach or termination of the Agreement shall be agreed between LDA and the Consultant, failing which the same shall be referred to arbitration in accordance with Clause 58.

Except in the event of the Employer's failure to make undisputed payment of the compensation due to consultant, notwithstanding any disputes between Employer and consultant hereunder or in connection with the Project, the consultant and the Employer shall each continue to perform their respective obligations hereunder; including the obligation of the consultant to continue to provide and perform services hereunder pending a subsequent resolution of such disputes

#### **43. Employers claim**

If the Employer considers himself to be entitled to any payment under any Clause of these conditions or otherwise in connection with the Contract, and/or to any extension of the Duration of Professional Liability, the Employer shall give notice along with particulars to the consultant. The particulars shall specify the basis of the claim and shall include details of the amount which the Employer considers him-self to be

entitled in connection with the contract. Consultant shall respond to the notice within 21 days failing which the Employer’s claim shall be final and binding on the consultant and construed to be settled.

#### **44. Limit of Employer’s Liability**

The Employer shall have no liability in respect of any claim made or any award of compensation in respect of redundancy or unfair or wrongful dismissal to any employee of the Consultant in respect of his or her service with the Consultant or arising from the operation of the Employer’s policies/security measures.

#### **45. Force majeure**

If, at any time during the currency of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory rules, regulations, orders or requisitions issued by a Government department or competent authority or acts of God (hereinafter referred to as “event”) then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.

- a) Neither party shall by reason of such event be entitled to terminate the Contract or have claim for damages against the other in respect of such non-performance or delay in performance.
- b) The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
- c) If the performance in whole or part of any obligation under the Contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any, or 90 days, whichever is more, either party may at its option terminate the Contract.
- d) In case of doubt, or dispute, whether a particular occurrence should be considered an “event” as defined under this clause, the decision of the Engineer shall be final and binding.
- e) Works that have already been measured shall be paid for by the Employer even if the same is subsequently destroyed or damaged as a result of the event. The cost of rebuilding or replacing any work that has been measured shall be borne by the Employer.
- f) If the Contract is terminated under this Clause, the Consultant shall be paid fully for the work done which has been destroyed or damaged before its measurement. The Employer shall have the option to take over any plant and material lying at site, at rates provided for in the Contract, failing that, as per rates, which are determined to be fair and reasonable by the Engineer.

If neither party issues notice regarding the event within 21 days of its occurrence, the said event shall be deemed not to have occurred and the Contract will continue to have effect as such

#### **46. Delays and liquidated damages**

**46.1.** Time is the essence of the Contract. It shall be the bounden duty of the Consultant to strictly adhere to the time for performance of various services indicated in the Contract. The contract key dates for various activities in relation to this contract are as given in the Special Conditions of Contract. The above dates shall be referred for the imposition of liquidated damages on the Consultant for any delays.

**46.2.** In case of delays without valid reason, Liquidated damages shall be imposed on the Consultant as described in Special Conditions of Contract.

#### **46.3. Delay caused by Authority**

If the following conditions apply, namely:

- a) the Consultant has diligently followed the procedures laid down by the relevant legally constituted public authorities in the Country,
- b) these authorities delay or disrupt the Consultant work, and
- c) the delay or disruption was Unforeseeable, then this delay or disruption will be considered as a cause of delay under sub-paragraph 47.1(d) of Sub-Clause 47

#### **47. Extension of time**

**47.1.** The Consultant may apply for an extension of the Time for Completion if the Work is or will be delayed either before or after the Time for Completion by any of the following causes:

- a) “Force Majeure” referred to in Clause 45
- b) The Consultant's work held up for not being given the details to be provided by the employer in accordance with the Contract
- c) Instruction of the Engineer to suspend the Works and the Consultant not being in default as to reasons of suspension.
- d) Acts or omissions of other agencies involved in the project not forming part of this Contract and on whose performance, the performance of the Consultant necessarily depends, as stipulated in the contract.
- e) Any act of prevention or Breach of Contract by the Employer and not mentioned in this
- f) Clause
- g) Any order of Court restraining the performance of the Contract in full or in any part thereof
- h) Any other event or occurrence which, according to the Employer is not due to the Consultant's failure or fault and is beyond his control without Employer being responsible for the same.
- i) An Employer's Variation

However, the Consultant shall not be entitled to any extension of time where the instructions or acts of the Employer or the Engineer are necessitated by or intended to cure any default of or breach of Contract by the Consultant or where any delay is due to

- a) the failure of consultant, to commence or to carry out work in due time,
- b) non-availability of inputs by the Consultant including its personnel
- c) the Consultant not fulfilling his obligations under the contract

If the Consultant considers himself to be entitled to an extension of time for Completion, he shall give notice to the Engineer of such intention as soon as possible and in any event within 28 days of the start of the event giving rise to the delay and full and final supporting details of his application within 21 days of the last day of delay, together with any notice required by the Contract and relevant to such Clause.

The Engineer shall proceed in accordance with the contract conditions to agree or determine either prospectively or retrospectively such extension of the Time for Completion as may be due. The Engineer shall notify the Consultant accordingly

#### **47.2. Extension of time for completion for other reasons**

The Consultant shall not be entitled to an extension of time by reason of any delay to any activity in carrying out of the Works unless in the opinion of the Engineer such delay results in or may be expected to result in a delay to completion of the Works, or achievement of any Stage by the relevant Key Date. Whether or not the Consultant fails to achieve any key date by reason of any delay shall not by itself be material to the Consultant's entitlement to an extension of time.

Any extension to a Key Date shall not by itself entitle the Consultant to an extension to any other Key Date

**47.3. Extension of time delays due to consultant**

If the delay in the completion of the whole Works or a portion of the Works, for which an earlier completion period is stipulated, is due to the Consultant’s failure or fault, and the Engineer is of the view that the remaining Works or the portions of Works can be completed by the Consultant in a reasonable and acceptable short time, then, the Engineer may allow the Consultant extension or further extension of time at its discretion with or without liquidated damages, for completion, as he may decide

**48. Issue of notice**

The Notice shall be given as soon as practicable after the Employer/consultant became aware of the event or circumstances giving rise to the claim.

A notice relating to any extension of the Duration of Professional Liability shall be given before the expiry of such period.

**49. Rights and liabilities of the parties**

The Employer has the right to notify the Consultant that it wishes to modify its requirements in relation to the Project.

Should a party be deemed liable to the other party, by way of indemnity or by reason of breach of contract or otherwise, the Consultant’s liability shall be in aggregate equal to the total contract value.

No dispute arising gives either Party the right to suspend their obligations under the terms of this Agreement.

All parties that form part of the consultant shall be jointly and severally liable to the Employer and/or third parties for the execution of the contract.

**50. Organization of the consultant**

Promptly after the award of work, the Consultant shall set up an office in Lucknow for the execution of works in this agreement.

**51. Priority of documents**

The documents forming the part of the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Employer shall issue any necessary clarification or instruction to the Consultant which shall be binding on the Consultant; and priority of the documents shall be as follows:

- a) Agreement
- b) Notice to proceed with the work
- c) Letter of Acceptance
- d) Bidder’s Bid
- e) Contract Data
- f) Special Conditions of Contract
- g) General Conditions of Contract
- h) Scope of Work
- i) Price bid and

- j) Any other document listed in the RFP document will forming part of the Contract agreement.

## 52. Abandonment and suspension

- i. The Employer may suspend all or part of the Services or terminate the Agreement by notice of at least 30 days to consultant who shall immediately make arrangements to stop the Services and minimize expenditure.
- ii. If the Employer considers that Consultant is not discharging his obligations, the Employer can inform the Consultant by notice stating grounds for the notice. If a satisfactory reply is not received within 07 days of receipt of the notice by consultant. The Employer can by further notice terminate the Agreement provided that such further notice is given within 30 days of the former notice
- iii. If Consultant is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a breach of the Agreement, then the Employer may terminate the Services of the Consultant as per the procedure given in Clause 54 below

The Employer may complete the project by whatever method may be deemed expedient and the Consultant shall not be entitled to receive any further payment.

## 53. Consequences of suspension

In circumstances where the Services or part of the Services have to be suspended or delayed, the Consultant will be allowed extra time to complete the Services and such extra time should be determined as reasonable in the circumstances. For events of delay on account of the consultant, all costs for the extended period and consequential impact on other services including defect liability period, duration of liability, etc., shall be borne by the consultant.

In the event that the suspension continues for more than 6 months, then this Agreement may be terminated by the Consultant after issuing Notice to the Employer.

## 54. Termination

- 54.1. The Employer shall notify by issuing Notice to Correct (NTC) to the consultant when certain breach of terms like delay, slow progress, etc. are foreseen or has occurred. The consultant shall respond to the NTC within 14 days by stating corrective actions to be taken to address the same failing which the Employer may terminate by issuing a 14 days' notice of termination.

The merits of the corrective actions by the Consultant against NTC shall be reviewed by the Employer. The consultant shall within 28 days show significant and verifiable effort to correct its performance and provide concrete evidence to the employer of consultant's willingness and ability to execute the services under this contract. If consultant fails to achieve the above the Employer reserves the right to terminate by issuing a notice of termination.

### 54.2. Termination by Employer

The Employer shall be entitled to terminate the contract at any time if the consultant:

- i. Fails to comply with any of the contractual requirements.
- ii. Abandons work.
- iii. Fails to proceed with work in accordance with the provisions of the contract.
- iv. Become bankrupt or insolvent.
- v. Commits fraud or tries to obtain undue advantage.
- vi. Failure to adhere to key dates.

On termination, the consultant will be paid in accordance with the provisions of the contract for works executed till the date of issue of Notice of termination, provided that official documents are submitted as proof.

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The Employer reserves the right to forfeit the performance guarantee amount, in the event of termination of the Contract in accordance with Clause 54.1 & 54.2.

**54.3. Termination by the Consultant**

The consultant is entitled to terminate the contract 45 days after issue of Notice under the following conditions:

- i. Prolonged suspension of work without due compensation being paid as mutually agreed.
- ii. When the Employer becomes bankrupt/insolvent.
- iii. Delay of 56 days occurred after the specified period for payment due in accordance with contract except for disputed items in any Invoice/Interim Payment Certificate.

**55. Liability of consultant to the employer**

Consultant shall only be liable to pay compensation to the Employer arising out of or in connection with the Agreement if a breach of Contract is established against him.

Such compensation shall be limited to the amount specified for Professional Indemnity Insurance.

**56. Exceptional circumstances**

If circumstances arise for which the Consultant is not responsible and which make it impossible for him to perform in whole or in part the Services in accordance with the Contract, he shall promptly dispatch a notice to the Employer.

In these circumstances if certain Services have to be suspended, the time for their completion shall be extended until circumstances no longer apply plus a reasonable period not exceeding 07 days for resumption of them.

**57. Rights and liabilities of the parties**

Termination of the Agreement shall not prejudice or affect the accrued rights or claims and liabilities of either party.

**58. Claims, disputes, conciliation, and arbitration**

**58.1. Procedure of Claims**

If the Consultant intends to claim any additional payment under any clause of these Conditions or otherwise, the Consultant shall give notice to the Engineer as soon as possible and in any event within 28 days of the start of the event giving rise to the claim. The Consultant shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

The Consultant shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at any other location acceptable to the Engineer. Without admitting the Employer’s liability, the Engineer shall on receipt of such notice, inspect such records, monitor the record-keeping and/or may instruct the Consultant to keep further contemporary records. The Consultant shall permit the Engineer to inspect all such records and shall (if instructed) submit copies to the Engineer.

Within 28 days of such notice, or such other time as may be agreed by the Engineer, the Consultant shall send to the Engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

- a) this fully detailed claim shall be considered as interim;
- b) the Consultant shall send further interim claims at monthly intervals, giving the accumulated amount claimed, and such further particulars as the Engineer may reasonably require; and
- c) the Consultant shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Consultant and approved by the Engineer.

If the Consultant fails to comply with this Sub-Clause, he shall not be entitled to claim any additional payment.

**58.2. Payment for claims**

The Consultant shall be entitled to have included in any Interim Payment Certificate such amount for any claim as the Engineer considers due, after taking approval from the Employer. If the particulars supplied are insufficient to substantiate the whole of the claim, the Consultant shall be entitled to payment for such part of the claim as has been substantiated.

**58.3. No legal action till dispute settlement procedure is exhausted**

Any and all Disputes shall be settled in accordance with the provisions of Clause 58. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute resolution procedures set out in Clause 58 shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.

**58.4. Notice of dispute**

For the purpose of Sub-Clause 58.5, a Dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter called a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 28 days after the date of issue of Performance Certificate by the Engineer.

**58.5. Two stages for dispute resolution**

Disputes shall be settled through two stages

- a) Conciliation procedures as established by "The Arbitration and Conciliation Act-1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with this Clause. In the event this procedure fails to resolve the Dispute then;
- b) Arbitration procedures undertaken as provided by "The Arbitration and Conciliation Act -1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof. and in accordance with this Clause.

**58.6. Conciliation**

Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation.

Conciliation proceedings shall be initiated within 30 days of one party inviting the other in writing to Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If the invitation is not accepted, then Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation he may elect to treat this as a rejection of the invitation to conciliate and inform the other party accordingly.

The Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators maintained by the Employer. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner.

**58.7. Conciliation Procedure**

The Employer shall maintain a panel of Conciliators, who shall be serving or retired engineers of Government Departments, or of Public Sector Undertakings. Out of this panel, a list of three Conciliators shall be sent to the Consultant who shall choose one of them to act as Conciliator and conduct conciliation proceedings in accordance with "The Arbitration and Conciliation Act, 1996" of India & amended by the Arbitration & Conciliation (Amendment) Act, 2015 2015 and any statutory modification or re-enactment thereof.

There will be no objection if the conciliator so nominated is a serving employee of LDA who Group B level officer would be and above.

The Employer and the Consultant shall in good faith cooperate with the Conciliator and shall endeavor to comply with requests by the Conciliator to submit written materials, provide evidence and attend meetings.

Each party may, on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute.



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When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.

If the parties reach agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the parties, the Conciliator may draw up, or assist the parties in drawing up, the settlement agreement. When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively.

The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each of the parties. As far as possible, the conciliation proceedings should be completed within 60 days of the receipt of notice by the Conciliator.

The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

**58.8. Termination of conciliation proceedings**

The conciliation proceedings shall be terminated:

- a) by the signing of the settlement agreement by the parties on the date of agreement; or
- b) by written declaration of the conciliator, after consultation with the parties, to the effect further efforts at conciliation are no longer justified, on the date of declaration; or
- c) by a written declaration of the parties to the conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration; or
- d) by a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated on the date of declaration.

Upon termination of the conciliation proceedings, the conciliator shall fix the costs of the conciliation and give written notice thereof to the parties. The costs shall be borne equally by the parties unless the settlement agreement provides for a different apportionment. All other expenses incurred by a party shall be borne by that party.

**58.9. Arbitration**

If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences, whatsoever arising between the parties, arising out of touching or relating to construction/ manufacture, measuring operation or effect of the Contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions

- a) Only through DB, together with counter claims or set off, given by the Employer, shall be referred to arbitration. No other matter shall be included in the reference.
- b) The Arbitration proceedings shall be presumed to have commenced from the day, a valid written notice for arbitration is received by Vice Chairman, Lucknow Development Authority.
- c) Any dispute referred to arbitration shall be settled in accordance with the Arbitration & Conciliation Act, 1996 (26 of 1996) as amended from time to time.

**58.9.1 Arbitrational Tribunal:**

Number of Arbitrators: The Parties to the contract have agreed that the arbitration tribunal shall consist of:

- i. Sole Arbitrator in cases where the total value of all claims in question added together does not exceed Rs. 2.00 crores.
- ii. Three arbitrators in all other cases.

**58.9.2 Procedure for Appointment of Arbitrators:**

**The arbitrators shall be appointed as per following procedure:**

**i. In case of Sole Arbitrator:**

Within 60 days from the day when a valid written notice for arbitration is received by VC/LDA, the Employer will forward a panel of three names to the Consultant. The Consultant shall have to choose one Arbitrator from the panel of three to be appointed as Sole Arbitrator within 30 days of dispatch of the request by the Employer. In case the Consultant fails to choose one Arbitrator within 30 days of dispatch of the request of the Employer then the Vice Chairman/Lucknow Development Authority (VC/LDA) shall appoint anyone as Arbitrator from the panel of three Arbitrators as a sole Arbitrator.

**ii. In case of three Arbitrators**

- a. Within 60 days from the day when a valid written notice for Arbitration is received by VC/LDA, the Employer will forward a panel of five names to the Consultant. The Consultant will then give his consent for any one name out of the panel to be appointed as one of the Arbitrators within 30 days of dispatch of the request by the Employer.
- b. Employer will decide on one name out of the panel as the second Arbitrator. VC/LDA shall appoint the two Arbitrators, including the one Arbitrator for whom consent was given by the Consultant, within 30 days from the receipt of the consent for one name of the Arbitrator from the Consultant. In case the Consultant fails to give his consent within 30 days of dispatch of the request of the Employer, then VC/LDA shall nominate both the Arbitrators from the panel.
- c. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties out of the panel of five Arbitrators or from the larger panel of Arbitrators to be provided to them by Employer on the request of two appointed Arbitrators (if so required) who shall act as the Presiding Arbitrator. In case of failure of the two appointed Arbitrators to reach upon consensus for the third Arbitrator within a period of 30 days from their appointment, then, upon the request of either the Consultant or Employer or both, the Presiding Arbitrator shall be appointed by the VC/ LDA, Lucknow.
- d. If an Arbitrator appointed as above refuses to act as Arbitrator or withdraws from his office as Arbitrator, or is unable or unwilling to perform his functions as Arbitrator for any reason or the office falls vacant due to death or in the opinion of the VC/ LDA fails to act without undue delay, the VC/ LDA shall appoint new Arbitrator to act in his place except in case of new Presiding Arbitrator, who shall be chosen following the same procedure as mentioned in para (ii)(c) above. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).
- e. The Employer at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also provide information with regard to the qualifications of the said Arbitrators nominated in the panel along with their professional experience, phone nos. and addresses to the Consultant.

**58.9.3 Qualification and Experience of Arbitrators**

The Arbitrators appointed under sub-clause 58.9.2 shall have qualifications and experience, as under:

**i. Arbitrator shall be:**

- a) A Serving/ Retired Officer (not below Chief Engineer level with which LDA has no business relationship) of any discipline of Engineering or Accounts / Finance department, having experience in Contract Management of Construction Contracts; or
- b) A Retired Officer (retired not below the SAG level in Indian Railways) of any Engineering Services of Indian Railways or Indian Railway Accounts Service, having experience in Contract Management of Construction Contracts; or a Retired Officer who should have retired more than 3 years prior to the date of appointment as Arbitrator (retired not below Chief Engineer in LDA or a PSU with which LDA has no business relationship) of any Engineering discipline or Accounts / Finance department, having experience in Contract Management of Construction Contracts or retired judge of any High Court or the Supreme Court of India or reputed Chartered Accountant & should be member of ICAI, New Delhi.
- c) No person other than the persons appointed as per above procedure and having above qualification and experience shall act as Arbitrator

**58.9.4**

Any new claim shall not be added during proceedings by the either party, provided a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

**58.9.5**

Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the Engineer for the purpose of obtaining his decision. No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute referred to arbitrator/s. Neither party shall be limited in the proceedings before such arbitrators to the evidence nor did arguments previously put before during settlement through Conciliation proceedings.

**58.9.6**

It is agreed to by the Parties to the contract that in the case where Arbitration Tribunal consists of sole Arbitrator, their disputes shall be resolved by fast-track procedure specified in sub-section (3) of section 29B of the Arbitration and Conciliation Act, 1996 as amended from time to time.

**58.9.7**

If the Consultants does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Employer/Engineer that the final bill is ready for signature of the Consultant (s), he/they will be deemed to have waived his/their claim(s) and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims.

**58.9.8**

Arbitration proceedings shall be held at New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English

**58.9.9**

The Arbitration Tribunal shall record its day-to-day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements. All arbitration awards shall be in writing and shall state item wise, the sum and detailed reasons upon which it is based. Endeavour shall be made for conduct of Arbitration proceedings within a period of 180 days. Both the Parties should endeavor to adhere to a time schedule for early finalization of award.

**58.9.10**

The award of the sole Arbitrator or the award by majority of three Arbitrators, as the case may be, shall be binding on all parties. Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the opinion of the Presiding Arbitrator shall prevail.

**58.9.11**

A party may apply for correction of any typographical or computational errors or any other error of similar nature occurring in the award of a tribunal and interpretation of specific point of award to tribunal within 60 days of the receipt of award.

**58.9.12**

A party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

**58.10. Interest on Arbitrator Award**

Where the arbitral award is for the payment of money, no interest shall be payable in the whole or in any part of the money for any period, till the date on which the award is made.

**58.11. Cost of Arbitration**

The fees and other charges of the Arbitrators shall be as per the scales fixed by the Employer from time to time irrespective of the fact whether the Arbitrator(s) is / are appointed by the Employer or by the court of law unless specifically directed by Hon'ble Court otherwise on the matter and shall be shared equally by the Employer and

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the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation will be borne by itself.

**58.12. Jurisdiction of Courts**

Where recourse to a court is to be made in respect of any matter, the court at Lucknow shall have the exclusive jurisdiction to try all disputes between the parties.

**58.13. Suspension of work on account of Arbitration**

- i. The ongoing work of the project shall in no case be interrupted or stopped in view of making reference for conciliation/arbitration or its commencement.
- ii. The obligations of the Employer, Engineer and the Consultant shall not be altered by reasons of arbitration being conducted during the progress of the Works.

Neither party shall be entitled to suspend the work or part of the work to which the dispute relates on account of arbitration and payments to the Consultant shall continue to be made in terms of the Contract.

## PART B – SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Sl. No.	GCC Clause	SCC Description
1.	<b>1 (a) Project</b>	RFP for “Consultancy Services for preparation of Zonal Development Plans for the proposed TOD Zones along Lucknow Metro corridor falling in Lucknow Development Area
2.	<b>1(i) Engineer</b>	To be nominated by the Employer
3.	<b>1 (l) Time for completion</b>	280 days from the effective date
4.	<b>1 (n) Effective Date</b>	Date of issue of Letter of Acceptance (LOA) by the Employer or the date mentioned in the LOA, whichever is later.
6.	<b>4 Information</b>	Information shall be provided at the earliest. However, reasonable time shall not be more than 07 (seven) working days after consultant made the request.
7.	<b>5 Decisions</b>	Decisions shall be provided at the earliest. However, reasonable time shall not be more than 07 (seven) working days after consultant made the request.
8.	<b>8 Commencement and completion</b>	The services shall be commenced by the Consultant on the date of issue of Letter of Acceptance (LOA) or the date stipulated in LOA whichever is later. The works shall be completed within a period of 294 days from the date of issue of Letter of Acceptance (LOA) or the date stipulated in LOA whichever is later.
9.	<b>8.3 Issue of completion certificate</b>	60 days from the date of completion of services as certified by the Employer
10.	<b>9 Notices</b>	<b>Notices shall be delivered for the employer.</b>  Chief Town Planner, Lucknow Development Authority,  Sector 38A, 2A, Gomti Nagar Ext Bypass Road, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh  Email – <a href="mailto:ctpmla@gmail.com">ctpmla@gmail.com</a>
11.	<b>18 Liability of Consultant</b>	Equal to the contract value as stated in the Letter of Acceptance issued by the Employer to the Consultant

12.	<b>21 Duration of Professional Liability</b>	Duration of Liability shall be a period of <b>12 months</b> reckoned from the date of completion of services, as certified by the Employer.
13.	<b>22 Changes in Legislation</b>	<p>The accepted contract value shall be adjusted to take into account any increase or decrease in cost after the date of submission of tender from:</p> <ul style="list-style-type: none"> <li>a) a change in the Laws of India including introduction of new laws and repeal or modification of existing laws; or</li> <li>b) in the judicial or official governmental interpretation of such laws; or</li> <li>c) the commencement of any Indian law which has not entered into effect until the date of submission of tender; or</li> <li>d) any change in the rates of any of the taxes that have direct effect on the contract</li> </ul> <p>If as a result of change in law, interpretation or rates of taxes, the consultant benefits from any reduction in cost for the execution of the contract, save and except as expressly provided for in this clause or in accordance with the provisions of the contract, the consultant shall within 28 days from the date he becomes reasonably aware of such reduction in cost, notify the employer of such reduction in cost.</p>
14.	<b>28.1 Penalty for non-deployment of key persons as per the request of consultant</b>	<p>The deployment schedule shall be submitted by consultant in advance of each month.</p> <p>A Penalty of amount equal to 1% of the total contract value or revised contract value per month per key expert shall be imposed on pro rata basis for non-deployment of key expert as per the agreed deployment schedule.</p> <p><b>Penalty for other Key Experts: -</b></p> <p>A Penalty of amount equal to 0.5% of the total contract value or revised contract value per month per key expert shall be imposed on pro rata basis for non-deployment of key expert as per the agreed deployment schedule.</p> <p>Substitution shall be limited to once for each category (excluding Team Leader) for whole contract period, with equally or better person/expert than the replaced one. In case, substitution of key persons (excluding Team Leader) occurs more than once, than such substitution attract penalty as stated below.</p> <p>Lumpsum amount equal to 0.5% of the total contract value or revised contract value for the replacement of Team Leader.</p> <p>Lumpsum amount equal to 0.25% of the total contract value or revised contract value per key person, for other key persons.</p>

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		<p>In case of absence of Team leader during any scheduled meeting for any non-justifiable reason to the satisfaction of LDA, a penalty of Rs 25,000/- per meeting shall be made.</p> <p>In case of absence of Key Expert during any Scheduled meeting for any non-justifiable reason to the satisfaction of LDA a penalty of Rs.10,000/- per meeting shall be made.</p>
15.	<b>36 Payment to the consultant and Payment Schedule</b>	<p><b>The accepted contract value includes all the services as stipulated in the bid documents</b> during the contract period/extended contract period whichever is later including all taxes [except Goods and Service Tax (GST)] and duties <b>shall cover all costs incurred by the Consultant for performing the stipulated</b></p> <p><b>Services.</b> This shall not only include salaries, overheads and non-salary expenses, all allowance for contingencies, fees, and profits, but all other costs and expenses incurred in conducting the requirements of the Services, and the taxes duties, fees, and other impositions under the Applicable Laws. These costs shall include all costs for Subconsultants, all other staff and any other professional fees or services incurred by the Consultant. The accepted contract value shall also include all costs, office expenses, travel charges, expenses and allowance paid to or on behalf of expatriate staff working in their own country or in India.</p> <p>Refer Enclosed <b>APPENDIX-II</b> to Volume 6, SCC for Payment Schedule.</p>
16.	<b>46.1 Contract Key Dates</b>	Refer Enclosed <b>Appendix- I</b> to Volume 6, SCC
17.	<b>46 Liquidated damages</b>	<p>For S. No 1 to 7 of Appendix- I to SCC ‘Key Dates’, The Liquidated Damages shall be charged at a rate of 0.05% per week of delay on pro rata basis calculated on total contract value or revised contract value. (Period of delay shall be reckoned from Key Date)</p> <p>The maximum limit of Liquidated Damages shall be 10% of the total contract value or revised contract value as notified by the employer to the Consultant.</p>

Appendix 1

**KEY DATES**

The \*Cluster wise key dates are defined for the major critical tasks to be conducted by consultant based on the Stage Payments for each item of payment Schedule (APPENDIX II) of SCC (Volume VI) of the bid document, as approved and accepted by LDA.

Detailed Work plan is to be submitted by the Consultant to the Employer within a week of the Effective Date. (with schedule for meetings, review, approval, and submission)

The Consultant shall deliver the “Deliverables,” as mentioned in the table below, during this Consultancy. Each Deliverable shall include drawing (GIS files, PDF, hard copies on suitable scale), report, presentations, photographs & 3D views, GIS model as mentioned in the format column below. The deliverables shall be so drafted that they could be given to the prospective Developer Entity / concerned agencies for guidance in preparation of TOD schemes, area improvement projects and conducting various development activities.

**\*Cluster as defined in Schedule-II of Scope of Work**

Stage	Deliverables	Format	Activity completion date in days (where ‘D’ is effective date as mentioned in LOA)	Liquidated damage to be imposed, if yes
1. Inception stage	<b>Submission &amp; approval of Inception report</b>  (Inception report will layout the detailed methodology, work plan, logistics, etc. and how the consultant proposes to carry out the tasks laid out along with the deliverables within the stipulated timelines)	<ul style="list-style-type: none"> <li>• Presentation to development authority and transit agency</li> <li>• 2 printed copies of report + presentation</li> <li>• 2 digital copies of report + presentation (in DVD/USB)</li> </ul>	Combined submission for all 3 clusters D+2 weeks	Yes, as per subclause 46 of GCC
2. Surveys and studies stage	<b>Submission &amp; approval of report on existing studies and data</b>  (Detailing all surveys, studies and analysis conducted under task 1, findings, and observations thereof)	<ul style="list-style-type: none"> <li>• Presentation to development authority and transit agency</li> <li>• 6 printed copies of the Base Map for TOD Zones (in appropriate scale)</li> <li>• 2 printed copies of report and maps (in appropriate scale) + presentation</li> <li>• 2 digital copies of report and maps (in GIS format) + Presentation (in DVD/USB)</li> </ul>	Combined submission for all 3 Clusters D+6 weeks	Yes, as per subclause 46 of GCC
3. Demand assessment and visioning stage	<b>Submission &amp; approval of report on demand assessment, visioning and strategy</b>  (Detailing all studies, assessments, workshops, and analysis conducted, including	<ul style="list-style-type: none"> <li>• Presentation to development authority and transit agency</li> <li>• 2 printed copies of report and maps (in appropriate scale) + presentation</li> <li>• Two digital copies of report and maps (in GIS format) + Presentation – in DVD/USB</li> </ul>	Combined submission for all 3 clusters D+14 weeks	Yes, as per subclause 46 of GCC



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	vision, estimations, and proposals under task 2)			
4. Conceptual plans and proposals stage	<b>Submission &amp; approval of report on infrastructure creation, augmentation within TOD zones &amp; conceptual zonal plans incorporating TOD principles</b>  (Detailing all proposals and concepts as given under Task 3)	<ul style="list-style-type: none"> <li>• Presentation to development authority and transit agency</li> <li>• 2 printed copies of Report and maps (in appropriate scale) + Presentation</li> <li>• 2 digital copies of Report and maps (in GIS format) + Presentation – in DVD/USB</li> </ul>	Cluster one D+18 weeks	Yes, as per subclause 46 of GCC
			Cluster two D+20 weeks	
			Cluster three D+22 weeks	
5. Draft zonal development plans Stage I	<b>Submission &amp; approval of draft land use plan and Zonal development plan report; Draft byelaws and development control norms for TOD zones</b>  (Draft landuse plans, other maps and plans, draft zonal development plan report, report on byelaws and development control norms for TOD zones as required under task 4, for approval of transit agency, development authority, and public consultations thereafter)	<ul style="list-style-type: none"> <li>• Presentation to development authority and transit agency</li> <li>• 8 printed copies of draft landuse plan and other key circulation and infrastructure proposals maps (convertible scale printed in A0 sheets) + other relevant maps (in appropriate scale) + all reports including draft byelaws and development control norms for TOD + presentation.</li> <li>• 8 Digital copies of draft landuse plan and other key circulation and infrastructure proposals maps (in GIS format) + other relevant maps (in GIS format) + all reports including draft byelaws and development control norms for TOD + presentation – in CD/USB</li> </ul>	Cluster one D+24 weeks	Yes, as per subclause 46 of GCC
			Cluster two D+26 weeks	
			Cluster three D+28 weeks	
6. Draft zonal development plans stage-II	<b>Submission &amp; approval of draft landuse plan and zonal development plan report; draft byelaws and development control norms for TOD zones</b>  (Draft landuse plans, other maps and plans, draft zonal development plan report, report on byelaws and development control norms for TOD zones incorporating relevant suggestions, objections and feedback received from general public, approval by transit agency, development authority and onward submission to State Government)	<ul style="list-style-type: none"> <li>• Presentation to development authority and transit agency</li> <li>• 8 printed copies of draft landuse plan and other key circulation and infrastructure proposals maps (convertible scale printed in A0 sheets) + other relevant maps (in appropriate scale) + all reports including draft byelaws and development control norms for TOD + presentation</li> <li>• 4 Digital copies of draft landuse plan and other key circulation and infrastructure proposals maps (in GIS format) + other relevant maps (in GIS format) + all reports including draft byelaws and development control norms for TOD + presentation – in CD/ USB</li> </ul>	Cluster one D+30 weeks	Yes, as per subclause 46 of GCC
			Cluster two D+32 weeks	
			Cluster three D+34 weeks	

RFP for “Consultancy Services for preparation of Zonal Development Plans for the proposed TOD Zones along Lucknow Metro corridor falling in Lucknow Development Area

<b>7. Plan approval and final submission</b>	<b>Submission of Final Land Use Plan and Zonal Development Plan Report; Final Byelaws and Development Control Norms for TOD Zones, as approved by the State Government</b>	<ul style="list-style-type: none"> <li>• Presentation to development authority and transit agency</li> <li>• 4 Printed copies of final landuse plan and other key circulation and infrastructure proposals maps (convertible scale printed in A0 sheets) + other relevant maps (in appropriate scale) + all reports including final byelaws and development control norms for TOD + presentation</li> <li>• 4 Digital copies of final landuse plan and other key circulation and infrastructure proposals maps (in GIS format) + other relevant maps (in GIS format) + all reports including final byelaws and development control norms for TOD + presentation – in CD/USB</li> </ul>	Cluster 1 D+36 weeks	Yes, as per subclause 46 of GCC
			Cluster 2 D+38 weeks	
			Cluster 3 D+40 weeks	

1. Total time of the completion of the consultancy work is 40 weeks (280 days) excluding the time of the final approval from the State Government
2. The Employer shall endeavour to provide approval / comments to the Consultant's submissions for each of the milestones at the earliest and not exceeding 10 days from the date of the submission provided the submission by the Consultant is complete in all respects
3. Consultant shall obtain the in-principal approval from the concerned department within the above-mentioned time period for each stage. However, final Approval of the reports (submitted by the consultant) by the competent authority at various stages may take considerable time which shall not be counted in the period of days mentioned in the above table.

Appendix 2  
Payment Schedule

Stage	Milestone achieved		Clusters	Percentage of fee of lumpsum cost quoted in Sl. no. 1 of BOQ	Cumulative payment
1. Inception stage	<b>Submission &amp; approval of inception report</b>  (Inception Report will layout the detailed methodology, work plan, logistics, etc. and how the consultant proposes to carry out the tasks laid out along with the deliverables within the stipulated timelines)	<ul style="list-style-type: none"> <li>• Presentation to development authority and transit agency</li> <li>• 2 printed copies of report + presentation</li> <li>• 2 digital copies of report + presentation – in CD/USB</li> </ul>	Combined submission for all 3 clusters	5.00 %	5.00 %
2. Surveys and studies stage	<b>Submission &amp; approval of report on existing studies and data</b>  (Detailing all surveys, studies and analysis conducted under Task 1, findings and observations thereof)	<ul style="list-style-type: none"> <li>• Presentation to development authority and transit agency</li> <li>• 6 printed copies of the base map for TOD zones (in appropriate scale)</li> <li>• 2 printed copies of report and maps (in appropriate scale) + presentation</li> <li>• 2 digital copies of report and maps (in GIS format) + presentation (in CD/USB)</li> </ul>	Combined submission for all 3 clusters	5.00 %	10.00 %
3. Demand assessment and visioning stage	<b>Submission &amp; approval of report on demand assessment, visioning and strategy</b>  (Detailing all studies, assessments, workshops, and analysis conducted, including vision, estimations and proposals under Task 2)	<ul style="list-style-type: none"> <li>• Presentation to development authority and transit agency</li> <li>• 2 printed copies of report and maps (in appropriate scale) + presentation</li> <li>• Two digital copies of report and maps (in GIS format) + presentation – in CD/USB</li> </ul>	Combined submission for all 3 clusters	10.00 %	20.00%
4. Conceptual plans and proposals stage	<b>Submission &amp; approval of report on infrastructure creation, augmentation within TOD zones &amp; conceptual zonal</b>	<ul style="list-style-type: none"> <li>• Presentation to development authority and transit agency</li> <li>• 2 printed copies of report and maps (in appropriate scale) + presentation</li> </ul>	Cluster 1	5.00 %	25.00%
			Cluster 2	5.00 %	30.00%

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	<p><b>plans incorporating TOD principles</b></p> <p>(Detailing all proposals and concepts as given under Task 3)</p>	<ul style="list-style-type: none"> <li>• 2 digital copies of report and maps (in GIS format) + Presentation – in DVD/USB</li> </ul>	Cluster 3	5.00 %	35.00%
<p>5. Draft Zonal Development Plans Stage-I</p>	<p><b>Submission &amp; approval of draft landuse plan and zonal development plan report; draft byelaws and development control norms for TOD zones</b></p> <p>(Draft landuse plans, other maps and plans, draft zonal development plan report, report on byelaws and development control norms for TOD zones as required under Task 4, for approval of transit agency, development authority, and public consultations thereafter)</p>	<ul style="list-style-type: none"> <li>• Presentation to development authority and transit agency</li> <li>• 8 printed copies of draft landuse plan and other key circulation and infrastructure proposals maps (convertible scale printed in A0 sheets) + other relevant maps (in appropriate scale) + all reports including draft byelaws and development control norms for TOD + presentation.</li> <li>• 8 Digital copies of draft landuse plan and other key circulation and infrastructure proposals maps (in GIS format) + other relevant maps (in GIS format) + all reports including draft byelaws and development control norms for TOD + presentation – in CD/USB</li> </ul>	Cluster 1	6.00 %	41.00%
			Cluster 2	6.00 %	47.00%
			Cluster 3	6.00 %	53.00%
<p>6. Draft Zonal Development Plans Stage-II</p>	<p><b>Submission &amp; approval of draft landuse plan and zonal development plan report; draft byelaws and development control norms for TOD zones</b></p> <p>(Draft landuse plans, other maps and plans, draft zonal development plan report, report on byelaws and development control norms for TOD zones incorporating relevant suggestions, objections and feedback received from general public, approval by transit agency, development</p>	<ul style="list-style-type: none"> <li>• Presentation to development authority and transit agency</li> <li>• 8 printed copies of draft landuse plan and other key circulation and infrastructure proposals maps (convertible scale printed in A0 sheets) + other relevant maps (in appropriate scale) + all reports including draft byelaws and development control norms for TOD + presentation</li> <li>• 4 Digital copies of draft landuse plan and other key circulation and infrastructure proposals maps (in GIS format) +</li> </ul>	Cluster 1	7.00 %	60.00%
			Cluster 2	8.00 %	68.00%
			Cluster 3	8.00 %	76.00%

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	authority and onward submission to State Government)	other relevant maps (in GIS format) + all reports including draft byelaws and development control norms for TOD + presentation – in CD/USB			
7. Plan approval and final submission	<b>Submission of Final Land Use Plan and Zonal Development Plan Report; Final Byelaws and Development Control Norms for TOD Zones</b> , as approved by the State Government	<ul style="list-style-type: none"> <li>• Presentation to development authority and transit agency</li> <li>• 4 Printed copies of final landuse plan and other key circulation and infrastructure proposals maps (convertible scale printed in A0 sheets) + other relevant maps (in appropriate scale) + all reports including final byelaws and development control norms for TOD + presentation</li> <li>• 4 Digital copies of final landuse plan and other key circulation and infrastructure proposals maps (in GIS format) + other relevant maps (in GIS format) + all reports including final byelaws and development control norms for TOD + presentation – in CD/USB</li> </ul>	Cluster 1	8.00 %	84.00%
			Cluster 2	8.00 %	92.00%
			Cluster 3	8.00 %	100.00%

**Note:**

1. Payment for S. No. 1 to 6 above shall be released by 70% on submission of documents as per checklist specified in the table (deliverables and format) and rest 30% payment shall be released on approval from LDA and upon issuance of Milestone Completion Certificate (MCC) by the Engineer-in-charge.
2. Payment for S. No. 7 shall be released once the Zonal Development Plan document(s) are approved by the State Government, under provisions of the Uttar Pradesh Planning & Development Act 1973.

**VOLUME – VII**  
CONTRACT AGREEMENT

## CONTRACT AGREEMENT

*(To be executed in presence of Public Notary on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act.)*

THIS AGREEMENT made on the [date] day of [month], [year], between Lucknow Development Authority (hereinafter “the Employer”), of the one part, and [name of the consultant] (hereinafter “the Consultant”), of the other part:

WHEREAS the employer desires that the works known as ((Bid No. and name of work) .....), should be executed by the consultant, and has accepted a bid by the consultant for the execution and completion of these works and the remedying of any defects therein.

The Employer and the consultant agree as follows:

1. In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement. This agreement shall prevail over all other contract documents
  - a) Contract agreement,
  - b) Letter of acceptance,
  - c) Performance security
  - d) Letter of technical bid,
  - e) Price bid,
  - f) Addendum /Corrigendum no’s [insert addenda/corrigenda numbers if any] and replies to prebid queries
  - g) Special conditions of contract,
  - h) General conditions of contract,
  - i) Technical bid of the bidder including replies to post bid queries, if any.
  - j) Invitation for bid, instructions to bidder, bid data sheet, evaluation and qualification criteria and bidding forms.
  - k) Any other document
3. In consideration of the payments to be made by the employer to the consultant as indicated in this agreement, the consultant hereby covenants with the employer to execute the works and to remedy defects therein in conformity in all respects with the provisions of the contract.
4. The employer hereby covenants to pay the consultant in consideration of the execution and completion of the Works and the remedying of defects therein, the contract price..... (or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.
5. This agreement is signed between ..... for and on behalf of the employer and ....., authorized signatory for and behalf of the consultant. The other documents forming part of contract agreement mentioned in the para 2 above shall be signed by ..... for and on behalf of the employer and ..... authorized signatory for and behalf of the consultant.

IN WITNESS whereof the parties hereto have caused this agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed by ..... Signed by .....  
.....

RFP for "Consultancy Services for preparation of Zonal Development Plans for the proposed TOD Zones along Lucknow Metro corridor falling in Lucknow Development Area

For and on behalf of the employer in the presence of

For and on behalf of the consultant in the presence of

Witness

Witness

Name

Name

Signature

Signature

Address

Address

Date

Date



**VOLUME – VIII**  
**SECURITIES AND OTHER FORMS**

A: Bid Security (Bank Guarantee)

**BID SECURITY (BANK GUARANTEE)**

**WHEREAS**, \_\_\_\_\_ "[name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated \_\_\_\_\_ [date] for ["name of project"] [hereinafter called "the Bid"].

**KNOW ALL PEOPLE** by these presents that We \_\_\_\_\_ [Name of Bank] of \_\_\_\_\_ [name of country] having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto [name of Authority] (hereinafter called "the Authority") in the sum of \_\_\_\_\_ \* for which payment well and truly to be made to the said Authority the Bank itself, his successors and assigns by these presents.

**SEALED** with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**THE CONDITIONS** of this obligation are:

- (1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid.
- OR
- (2) If the Bidder having been notified to the acceptance of his bid by the Authority during the period of Bid validity:
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders; or
  - (c) does not accept any other correction of RFP.

We undertake to pay to the Authority up to the above amount upon receipt of his first written demand, without the Authority having to substantiate his demand, provided that in his demand the Authority will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date (90) Ninety days after the deadline for submission of Proposals as such deadline is stated in the Instructions to Bidders or as it may be extended by the Authority, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

**DATE** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**WITNESS** \_\_\_\_\_

**SEAL**

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[Signature, name, and address]

\* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 1.16.1 of the Instructions to Bidders.

\*\* 90 days after the end of the validity period of the Bid. Date should be inserted by the Authority before the Bidding documents are issued.

B: Performance Bank Guarantee

**PERFORMANCE BANK GUARANTEE**

[On appropriate Stamp paper]

To

\_\_\_\_\_ [name of Authority]

\_\_\_\_\_ [address of Authority]

**Whereas** \_\_\_\_\_ [name and address of consultant] (hereafter called "the Consultant") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ [name of Contract and brief description of Works] (hereinafter called "the contract").

**And whereas** it has been stipulated by you in the said Contract that the bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the contract.

**And whereas** we, [<<Name of Bank>>] a banking company incorporated and having its head/registered office at [<<Address of Registered Office>>] and having one of its offices at [<<Address of Local Office>>] have agreed to give the bidder such a bank guarantee.

**Now, therefore,** we hereby affirm that we are guarantors and responsible to you, on behalf of the bidder, up to a total of Indian Rupees [<<Insert Value>>] (Rupees [<<Insert Value in Words>>] only) and we undertake to pay you, upon your first written demand declaring the consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of Indian Rupees [<<Insert Value>>] (Rupees [<<Insert Value in Words>>] only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the consultant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until [<<Insert Date>>] Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Indian Rupees [<<Insert Value>>] (Rupees [<<Insert Value in Words>>] only).
- II. This bank guarantee shall be valid up to [<<Insert Expiry Date>>]
- III. It is a condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before [<<Insert Expiry Date>>] failing which our liability under the guarantee will automatically cease.

Signature and Seal of the guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

C: Letter of acceptance

**LETTER OF ACCEPTANCE**

Letter No: \_\_\_\_\_

Date: \_\_\_\_\_

Sub: **Proposal for “Consultancy services for preparation of zonal development plans for the proposed TOD zones along Lucknow metro corridor falling in Lucknow development area”**

To,

**[Name and address of the Consultant]**

Dear Sir,

This is to notify you that your Proposal dated \_\_\_\_\_ for execution of the work **“Consultancy Services for preparation of Zonal Development Plans for the proposed TOD Zones along Lucknow Metro corridor falling in Lucknow Development Area”** contract amount in the equivalent of [amount in words and figures and name of currency] is hereby accepted by Lucknow Development Authority, Lucknow. The amount includes duties, taxes (excluding GST), and other levies etc. payable by the consultant under the Contract, or for any other cause payable by the Consultant under the Contract. The work shall be carried out as per the scope of work specified in Part II (requirements) Bidding document and payment shall be made in accordance with Bill of Quantities included in the Price Bid.

You are requested to furnish the Performance Security.... INR .... within 28 days in accordance with the conditions of contract and any additional security required as a result of the evaluation of your bid, using for that purpose the performance security form included in Volume VIII (securities and other forms) of the Bidding Document

The Commencement Date shall be .....

Yours faithfully,

**Authorized Signature**

**Name and Title of Signatory**

**Name of Agency**

D: Issue Of Notice to Proceed with Work

**ISSUE OF NOTICE TO PROCEED WITH THE WORK**

(Letter head of the Authority)

To,

Date \_\_\_\_\_

M/S .....

(name and address of the Consultant)

-----

Dear Sirs

Pursuant to your furnishing the requisite security and signing of the contract agreement for the **work "Consultancy Services for preparation of Zonal Development Plans for the proposed TOD Zones along Lucknow Metro corridor falling in Lucknow Development Area"** involving development and execution of works @ a Bid Price of Rs. \_\_\_\_\_, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

**(Signature, name, and Title of signatory authorized to sign on behalf of Authority)**

## **VOLUME – IX**

**FINANCIAL BID & BILL OF QUANTITIES (BOQ SHEET IN M.S.  
EXCEL FORMAT SEPARATELY ATTACHED)**

## Appendix I - Schedule II : UP TOD Policy

### अनुसूची-दो

टी.ओ.डी. जोन के जोनल डेवलपमेंट प्लान हेतु सांकेतिक विषय वस्तु-

#### 1. परिसीमन रिपोर्ट

- परिसीमन रिपोर्ट, जिसमें जी.आई.एस. आधारित सर्वे सहित टी.ओ.डी. जोन की सीमा का परिसीमन प्रदर्शित हो और साथ ही परिसीमन की प्रक्रिया एवं तर्क आधार भी हो।

#### 2. विद्यमान स्थिति का मूल्यांकन, आंकड़ों का विश्लेषण, अनुमान और मांग-आपूर्ति अन्तर मूल्यांकन रिपोर्ट-

- भौतिक विशेषताएं यथा-रोड नेटवर्क, नालियाँ, आस-पास/संलग्न उपयोग, सीमा चिन्ह, हरित क्षेत्र विवरण, निर्मित क्षेत्र, आदि।
- चालू एवं विद्यमान सेवाओं और विकास नोड के आस-पास विभिन्न सेवा प्रदाता एजेंसियों जैसे उ.प्र. जल निगम, लोक निर्माण विभाग, केन्द्रीय लोक निर्माण विभाग, आई.जी.एल., टेलीकाम आपरेटर, स्थानीय निकाय, विकास प्राधिकरण, आदि द्वारा किए गए अन्य सार्वजनिक कार्यों का सीमांकन/मानचित्रण।

**भौतिक अवस्थापना मानचित्रण में निम्नलिखित शामिल होंगे:-**

- सड़कें
- जल-आपूर्ति
- मल-निकास
- ड्रेनेज
- ठोस अपशिष्ट
- विद्युत
- गैस पाइपलाइन
- ऑप्टिकल फाइबर

**सामाजिक अवस्थापना मानचित्रण में निम्नलिखित शामिल होंगे:-**

- चिकित्सा
- शिक्षा
- संचार-सेवा
- सुरक्षा-पुलिस
- सुरक्षा-अग्नि शमन
- सामाजिक-सांस्कृतिक सुविधाएं
- सड़क की चौड़ाई और अवस्थापना की उपलब्धता के आधार पर टी.ओ.डी. के लिये पात्र भूखण्डों/योजनाओं का चिन्हीकरण;
- भूमि का स्वामित्व (सरकारी/निजी);

- ट्रेफिक सर्वे विद्यमान यातायात प्रवाह, विविध साधनों से पहुँच, टी.ओ.डी. जोन के भीतर और यातायात द्वारा सेवा का स्तर, प्रस्तावित टी.ओ.डी. जोन्स तक प्रवेश और निकास;
  - अनौपचारिक व्यावसायिक क्षेत्र सहित विद्यमान क्रियाकलापों के स्वरूप की पहचान और प्रस्तावित टी.ओ.डी. जोन के भीतर खुले/सार्वजनिक स्थानों का उपयोग;
  - महायोजना पर सुपरइम्पोज्ड डिजिटल/जी.आई.एस. प्लान, आधार मानचित्र-टी.ओ.डी. जोन के भीतर भूखण्डों के वर्तमान भू-उपयोग की पहचान टी.ओ.डी. के लाभों में वृद्धि हेतु भू-उपयोग के परिवर्तन की आवश्यकताओं हेतु संस्तुति;
  - महायोजनान्तर्गत विभिन्न प्रस्तावों को सुनिश्चित करना जिसमें सड़कों को चौड़ा करना, सेवाओं का विस्तार, आदि भी शामिल है;
  - जनसंख्या घनत्व की गणना;
  - टी.ओ.डी. के क्रियान्वयन के फलस्वरूप टी.ओ.डी. जोन के भीतर विद्यमान एवं प्राप्त होने वाला जनसंख्या घनत्व और भविष्य में होने वाले/सम्भाव्य अन्य विकास कार्य;
  - आगन्तुकों, श्रमिकों, आदि के कारण फ्लोटिंग जनसंख्या में अपेक्षित दैनिक परिवर्तन;
  - टी.ओ.डी. नीति के अनुसार एफ.ए.आर. वितरण की गणना; और
  - पुनर्विकास/टी.ओ.डी. विकास का प्रभाव, यातायात प्रक्षेपण और अपेक्षित प्रवाह मात्रा-सेवा का परिणामी स्तर, यातायात प्रबंधन योजना और सतत अनुकरणीय मॉडल।
3. प्रस्तावों/भूउपयोग पर रिपोर्ट और टी.ओ.डी. जोन में विकास/सम्बर्द्धन के लिये संस्तुतियां-
- (क) विकास, पुनर्विकास, अवस्थापना उन्नयन, आदि के प्रस्तावों पर रिपोर्ट।  
(जहां अधिकांश टी.ओ.डी. क्षेत्र विकसित/निर्मित क्षेत्र है, वहां लागू होगा)
- महायोजना पर सुपरइम्पोज्ड डिजिटल/जी.आई.एस. प्लान, आधार मानचित्र-टी.ओ.डी. जोन के भीतर भूखण्डों के वर्तमान भू-उपयोग की पहचान टी.ओ.डी. के लाभों में वृद्धि हेतु भू-उपयोग के परिवर्तन की आवश्यकताओं हेतु संस्तुति;
  - महायोजनान्तर्गत विभिन्न प्रस्तावों को सुनिश्चित करना जिसमें सड़कों को चौड़ा करना, सेवाओं का विस्तार, आदि भी शामिल है;
  - जनसंख्या घनत्व की गणना;
  - टी.ओ.डी. के क्रियान्वयन के फलस्वरूप टी.ओ.डी. जोन के भीतर विद्यमान एवं प्राप्त होने वाला जनसंख्या घनत्व और भविष्य में होने वाले/सम्भाव्य अन्य विकास कार्य;
  - आगन्तुकों, श्रमिकों, आदि के कारण फ्लोटिंग जनसंख्या में अपेक्षित दैनिक परिवर्तन;



- टी.ओ.डी. नीति के अनुसार एफ.ए.आर. वितरण की गणना; और
  - पुनर्विकास/टी.ओ.डी. विकास का प्रभाव, यातायात प्रक्षेपण और अपेक्षित प्रवाह मात्रा-सेवा का परिणामी स्तर, यातायात प्रबंधन योजना और सतत अनुकरणीय मॉडल।
  - भौतिक और सामाजिक अवस्थापना सेवाओं के उन्नयन/सम्वर्द्धन, समीपवर्ती क्षेत्रों से संयोजन, खुले स्थानों, सार्वजनिक स्थानों, सार्वजनिक सुविधाओं, आदि (जो भी प्रयोज्य हों), के सुधार हेतु संस्तुतियां;
  - नोड विशेष के लिए भवन उपविधि, टी.ओ.डी. स्कीम के लिये पार्किंग मानदण्ड, वास्तु संबंधी नियंत्रण, अर्बन डिजाइन गाईडलाइन्स, यदि कोई हों;
  - सड़क चौड़ीकरण अथवा सार्वजनिक मार्गों को पैदल चलने वालों/चलने योग्य बनाकर यातायात अवस्थापना के सुधार तथा एन.एम.टी./साइकल लेन, मल्टी-मोडल इंटीग्रेशन, बहुउपयोगिता जोन्स, सार्वजनिक पार्किंग की व्यवस्था, स्ट्रीट फर्नीचर, संकेत चिन्ह आदि के लिये संस्तुतियां;
  - पार्किंग प्लान और एम.एल.सी.पी. धरातल पार्किंग, बेसमेन्ट पार्किंग, आदि के लिये क्षेत्रों का चिन्हीकरण, जिसमें निम्नलिखित भी शामिल हैं;—
    - टी.ओ.डी. जोन में विद्यमान सुविधायें; और
    - प्रक्षेपित पार्किंग आवश्यकता (फ्लोटिंग जनसंख्या सहित)
  - नोड विशेष की आवश्यकताओं के आधार पर इन्क्लूसिव/अफोर्डेबल हाउसिंग एवं ई.डब्ल्यू.एस. आवश्यकताएं, यदि कोई हो, के लिये प्रावधान; और
  - पुनर्विकास योजनाओं/सुधार/अतिक्रमण निवारण, अनौपचारिक सेक्टर, वेंडिंग/हॉकर जोन्स आदि के लिये स्थलों का चिन्हीकरण।
- (ख) मांग का मूल्यांकन, विजनिंग, रणनीति का क्रियान्वयन और भू-उपयोग की विस्तृत योजना
- (जहां टी.ओ.डी. जोन का अधिकांश क्षेत्र अविकसित है अथवा हाई पोटेन्शियल क्षेत्र हों, केवल वहीं प्रयोज्य होगा)
- महायोजना पर डिजिटल/जी.आई.एस. प्लान का सुपर इम्पोजिशन, बेसमैप-टी.ओ.डी. जोन के भीतर भूखण्डों के वर्तमान भू-उपयोग का चिन्हीकरण;
  - शहरी भूमि और शेल्टर संसाधनों, परिवहन (क्षेत्रीय, अन्तः और अन्तर-नगरीय पहुँच), अवस्थापना और सुविधायें, सामाजिक-आर्थिक संसाधन, संरक्षा एवं सुरक्षा अवस्थापना, आदि के संबंध में विद्यमान स्थिति का विश्लेषण और वहन क्षमता का निर्धारण;
  - आर्थिक विकास रणनीतियों की पहचान करने के लिये वर्तमान और भावी विकास की परिस्थितियों के लिये बाजार विश्लेषण करना;

- विद्यमान संसाधनों और विकास, जो जोन के विकास की सफलता पर प्रभाव डालेंगे, के संबंध में क्षेत्रीय और स्थानीय सामर्थ्य और अवरोधों का निर्धारण कर मांग का विश्लेषण और भावी वृद्धि की संभावना का निर्धारण;
- सम्भावित स्टेकहोल्डर्स, जिनमें सरकारी और निजी क्षेत्र, प्रमुख शीर्ष निवेशक, विकासकर्ता, आदि शामिल हैं, के साथ परामर्श;
- विद्यमान परिस्थिति विश्लेषण, बाजार विश्लेषण, मांग निर्धारण एवं स्टेकहोल्डर्स कन्सल्टेशन, सामर्थ्य, कमजोरी, अवसर और चुनौतियों (एस.डब्ल्यू.ओ.सी.) की पहचान के आधार पर जोन के लिये डेवलपमेन्ट विज़न निरूपित करना;
- आगामी 30 वर्षों में विकास प्राधिकरणों, स्थानीय निकायों और अन्य संस्थाओं/स्टेकहोल्डर्स द्वारा प्रमुख परियोजनाओं और अवस्थापना अन्तःक्षेप को चिन्हित करना, मानचित्रण करना, वरीयता क्रम निर्धारण और चरणों का निर्धारण (फेज़िंग), जिसमें इस प्रकार चिन्हित परियोजनाओं के लिये प्रीफिजीविलिटी रिपोर्ट तैयार करना भी शामिल है;
- चिन्हित परियोजनाओं के लिये प्रीफिजीविलिटी रिपोर्ट, जिसमें परिस्थिति निर्धारण, विकास के लिये विस्तृत ले-आउट प्लान, प्रस्तावित अन्तःक्षेप, अपेक्षित अन्तःक्षेप का स्तर सम्मिलित है (जो अभियांत्रिकी, शहरी अभिकल्प और नियोजन, तकनीकी और निर्माण, परियोजना की लागत निर्धारण/वित्तीय पोषण और संरचना, अपेक्षित अनुमोदन, परियोजना लागत, परियोजना की समयसीमा, भूमि उपलब्धता की समीक्षा, पुनर्वास, पुनर्स्थापना और पर्यावरणीय मुद्दे, आदि से संबंधित हैं);
- प्रक्षेपों का आधार, अन्तःक्षेप (इंटरवेनशन) और चिन्हित प्रमुख परियोजनायें, टी.ओ.डी. जोन के लिये स्थानिक भू-उपयोग मानचित्र तैयार करना;
- टी.ओ.डी. के क्रियान्वयन एवं भविष्य में होने वाले/संभावित अन्य विकास के फलस्वरूप टी.ओ.डी. जोन के भीतर समग्र जनसंख्या घनत्व का निर्धारण;
- आगन्तुकों, श्रमिकों, आदि के कारण फ्लोटिंग जनसंख्या में अपेक्षित दैनिक परिवर्तन: –
- टी.ओ.डी. पॉलिसी के लागू होने पर टी.ओ.डी. जोन के भीतर एफ.ए.आर. वितरण की गणना का निर्धारण (देखिये खण्ड 4.12)
- जोन की ग्रोथ पोटेंशियल का निर्धारण और युक्तिसंगत एवं वैज्ञानिक पद्धति पर आधारित आगामी 30 वर्षों के लिये प्रक्षेपण करना, जिसमें जनसंख्या का प्रक्षेपण, आर्थिक प्रक्षेपण (आवासीय, स्वास्थ्य संबंधी देखभाल, सामाजिक, व्यावसायिक, मनोरंजनात्मक, औद्योगिक, आदि) शामिल है, नागरिक अवस्थापना और सुविधाओं के संवर्द्धन के लिये प्रक्षेपण;
- यातायात प्रक्षेपण और अपेक्षित प्रवाह पर टी.ओ.डी. विकास का प्रभाव, सेवा का परिणामी स्तर, यातायात प्रबंधन योजना और सतत अनुकरणीय माडल;

- अवस्थापना सेवाओं के प्राविधान/सम्बर्द्धन, समीपवर्ती क्षेत्रों से संयोजन, खुले क्षेत्रों, सार्वजनिक स्थानों, सार्वजनिक सुविधाओं, स्ट्रीटवेडिंग जोन्स और अन्य, आदि के लिये संस्तुतियां।

**भौतिक अवस्थापना सम्बर्द्धन प्रस्तावों में निम्नलिखित शामिल होंगे:-**

- सड़कें
- जल-आपूर्ति जिसमें जल का पुनर्उपयोग भी शामिल है
- मल-निकास
- ड्रेनेज
- टोस अपशिष्ट
- विद्युत
- गैस पाइपलाइन
- ऑप्टिकल फाइबर

**सामाजिक अवस्थापना सम्बर्द्धन प्रस्तावों में निम्नलिखित शामिल होंगे:-**

- स्वास्थ्य
- शिक्षा
- संचार-सेवा
- सुरक्षा-पुलिस
- सुरक्षा-अग्नि शमन
- सामाजिक-सांस्कृतिक सुविधाएं
- नोड विशेष हेतु भवन उपविधि, टीओडी के लिये पार्किंग मानदण्ड, वास्तु संबंधी नियंत्रण, अर्बन डिजाइन गाईडलाइन्स;
- पब्लिक ट्रांजिट, मल्टी-मोडल इंटीग्रेशन, प्रथम और अंतिम मील का संयोजन और पैदलपथ के लिये रणनीति-इसमें परिवहन अवस्थापना यथा-सम्पूर्ण सार्वजनिक मार्गों को पैदल चलने वालों/चलने योग्य बनाने और एनएमटी/साइकल लेन, मल्टी-मोडल इंटीग्रेशन, फीडर सेवायें, बहु उपयोगिता जोन्स, सार्वजनिक पार्किंग की व्यवस्था, स्ट्रीट फर्नीचर, संकेतकों आदि के विकास के लिये संस्तुतियाँ;
- पार्किंग प्लान और एम.एल.सी.पी., घरातल पार्किंग, बेसमेन्ट पार्किंग, आदि के लिये क्षेत्रों का चिन्हीकरण, जिसमें निम्नलिखित शामिल हैं:-
  - टीओडी जोन में विद्यमान सुविधायें;- और
  - पार्किंग आवश्यकता का प्रक्षेपण (फ्लोटिंग जनसंख्या सहित)
- इन्क्ल्यूसिव/अफोर्डेबल हाउसिंग और ई.डब्ल्यू.एस. की आवश्यकताओं के लिये नोड विशेष के दृष्टिगत व्यवस्था : और
- सुस्थिर/हरित विशेषताओं का समावेश - पौधरोपण, लैण्डस्केप प्लान्स, अर्बन डिजाइन की सोच और प्रस्ताव, आदि।

4. टीओडी जोन के लिये अंतिम जोनल डेवलपमेंट प्लान

- अंतिम जोनल डेवलपमेंट प्लान—जिसमें रिपोर्ट और स्थानिक भू-उपयोग शामिल है, तैयार किया जायेगा और विकास प्राधिकरण/राज्य सरकार द्वारा परिभाषित अपेक्षाओं/प्रारूपों के अनुसार इस अनुसूची के उपरोक्त भाग 1,2 और 3 में यथा परिभाषित रिपोर्ट्स की विषयवस्तु सम्मिलित की जायेगी।