

PRAYAGRAJ DEVELOPMENT AUTHORITY

Indira Bhawan, Civil Lines, Prayagraj, Uttar Pradesh – 211001

www.pdaprayagraj.org

Letter No: 07

Date: 20/08/2026

Notice Inviting Tenders (NIT)

The Vice Chairman, Prayagraj Development Authority (PDA) invites online bids from eligible and qualified consulting firms for "Selection of Consultant for Master Planning, Architectural and Design Services for Development of Aerocity at Prayagraj" through the Government of Uttar Pradesh e-Procurement Portal.

The proposed Aerocity is envisaged to be developed in a phased manner. The consultancy shall broadly include Master Planning, Concept Planning, Urban Design, Architectural Planning and Design, Infrastructure Planning, Transportation and Mobility Planning, Landscape Planning, Market Assessment, Development Strategy, Implementation Planning and other allied services, as detailed in the Request for Proposal (RFP).

The contract period shall be 12 (Twelve) months and may be extended based on project requirements and mutual agreement, in accordance with the provisions of the RFP.

Bids shall be submitted online through the e-Procurement system under a Two-Cover System, comprising Technical Proposal and Financial Proposal. Only Bidders fulfilling the eligibility and qualification criteria specified in the RFP shall be considered for further evaluation. The Consultant shall be selected through Quality and Cost Based Selection (QCBS).

PDA reserves the right to accept or reject any or all Bids, annul the bidding process, or modify/discontinue the procurement process at any stage, without assigning any reason and without incurring any liability to the Bidders.

Sl. No.	Name of the Work	Earnest Money Deposit (INR)	Tender fee with GST 18% (INR)
1	Selection of Consultant for Master Planning, Architectural and Design Services for Development of Aerocity at Prayagraj	5,00,000/-	11,800/-

Time schedule for Bidding:

Sl. No.	Description	Critical Dates
1	Upload/Publish of RFP	21-08-2026, 2:00 PM
2	Bid Start Date	21-08-2026, 3:00 PM
3	Last Date of Receiving Queries	31-08-2026, 4:00 PM
4	Pre-Bid Conference	Venue: Prayagraj Development Authority, Indira Bhawan, Civil Lines, Prayagraj Date: 31/08/2026 Time: 1600 hrs Link:

5	Bid Closing Date/Time	10-09-2026, 3:00 PM
6	Technical Bid Opening Date/Time	10-09-2026, 4:00 PM
7	Financial Bid Opening Date/Time	To be notified

1. The detailed RFP, including eligibility criteria, Scope of Work, Terms of Reference, evaluation methodology, contractual conditions and prescribed formats, shall be available on the Government of Uttar Pradesh e-Procurement Portal.
2. The Financial Proposal shall be submitted strictly in the prescribed BoQ format available on the e-Procurement Portal.
3. Bidders are advised to carefully examine the complete RFP and familiarize themselves with the Project requirements before submission of their Bids.
4. Any clarification, amendment, addendum or corrigendum relating to the RFP shall be published only on the designated e-Procurement Portal. Bidders shall be responsible for regularly checking the portal for updates.
5. Bids received after the prescribed date and time or submitted otherwise than through the prescribed online e-Procurement system shall not be considered.
6. PDA reserves the right to accept or reject any or all Bids or annul the bidding process at any stage without assigning any reason.
7. For clarification regarding the RFP, Bidders may contact: aldda@rediffmail.com


Prabhari Adhikari Sampatti
Prayagraj Development Authority



**REQUEST FOR PROPOSAL
FOR
SELECTION OF CONSULTANT FOR
MASTER PLANNING, ARCHITECTURAL
AND DESIGN SERVICES FOR
DEVELOPMENT OF AEROCITY AT
PRAYAGRAJ**

AUGUST 2026

Issued by:

Prayagraj Development Authority
Indira Bhawan, Civil Lines, Prayagraj, Uttar Pradesh – 211001
www.pdaprayagraj.org

Disclaimer

The information contained in this Request for Proposal ("RFP"), or subsequently provided to Applicants, whether verbally, in writing or in any other form, by or on behalf of Prayagraj Development Authority ("PDA" or the "Authority"), its employees or advisors, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement, nor is it an offer or invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful in the formulation and submission of their Proposals for selection of a Consultant for Master Planning, Architectural and Design Services for Development of Aerocity at Prayagraj.

This RFP includes statements, assumptions, assessments, data and information prepared by the Authority in relation to the Project. Such information is intended to assist Applicants in preparing their Proposals and does not purport to contain all the information that each Applicant may require. The information contained herein may not be complete, accurate, adequate or correct and may be subject to updating, revision or amendment.

Applicants are advised to conduct their own independent investigations, due diligence, analysis and verification of the information contained in this RFP, including the physical characteristics of the Project site, applicable statutory provisions, planning regulations, infrastructure availability and any other matter considered relevant for submission of their Proposal. Applicants shall be solely responsible for assessing the suitability, feasibility and implications of the assignment.

The Authority, its employees, officers, consultants and advisors make no representation or warranty, express or implied, as to the accuracy, adequacy, reliability or completeness of the information contained in this RFP or otherwise provided to the Applicants, and shall not be liable for any omission, error or misstatement contained herein or for any interpretation thereof.

The Authority shall not be liable for any costs, expenses, losses or damages incurred by any Applicant arising from or in connection with reliance upon the information contained in this RFP or otherwise provided during the selection process. Applicants shall bear all costs associated with the preparation and submission of their Proposals, participation in meetings, presentations, site visits and any other activities undertaken in connection with the selection process, irrespective of the outcome.

The Authority reserves the right, at any time and without assigning any reason, to amend, supplement, modify, withdraw or cancel this RFP or any part thereof, including the Project scope, timelines, site boundaries, bidding process or any other aspect of the assignment. The Authority also reserves the right to reject any or all Proposals without incurring any liability or obligation to inform the affected Applicants of the grounds for such action.

The proposed Aerocity development is envisaged to be implemented in multiple phases. While Phase-I comprising approximately 100 hectares has been finalized, the extents, configuration and planning boundaries of Phase-II and Phase-III are presently indicative and may be revised by the Authority based on future planning requirements, land availability, statutory approvals, policy decisions or any other considerations. Applicants shall be deemed to have taken this aspect into consideration while preparing their Proposals, and no claim arising from any subsequent modification in the planning extent or project phasing shall be entertained by the Authority.

Submission of a Proposal shall be deemed to constitute an unconditional acceptance by the Applicant of all the terms, conditions and provisions contained in this RFP.

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1. Data Sheet

Applicants can download the RFP document from the website <https://etender.up.nic.in> and submit their response on UP e-tender portal in the English language as per formats provided Annexure of the document

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

Sl. No.	Title	Description
1.	Name of the Employer	Prayagraj Development Authority
2.	Name of the work	Selection of Consultant for Master Planning, Architectural and Design Services for Development of Aerocity at Prayagraj
3.	Mode of Bid Submission	Online through https://etender.up.nic.in
4.	Type of Contract	Percentage Fee-Based Contract
5.	Period of Contract	12 months and may be extended based on mutual consensus
6.	Bid Processing Fee	A non-refundable fee of INR 11,800/- incl. of GST (through NEFT/RTGS/Net-Banking)
7.	EMD/Bid Security Fee	INR 5,00,000/- (Rupees Five Lakh only) (Refundable through NEFT, RTGS, Internet Banking only)
8.	Bank details	Name: Prayagraj Development Authority IFSC Code: UCBA0000032 Account No.: 00320204000449
9.	Last date of receiving queries	<u>31/08/2026</u> - 1700 hrs
10.	Last Date & Time for Submission of Bids	<u>10/09/2026</u> - 1500 hrs
11.	Date & Time of Bid Opening (Technical Bid)	<u>10/09/2026</u> - 1600 hrs
12.	Pre-Bid Conference	Venue: Prayagraj Development Authority, Indira Bhawan, Civil Lines, Prayagraj, Uttar Pradesh – 211001 Date: <u>31/08/2026</u> Time: 1200 hrs
13.	Opening of Financial Bids	To be communicated
14.	Contact details for clarification	Executive Engineer Prayagraj Development Authority Email: aldda@rediffmail.com

Sl. No.	Title	Description
15.	Proposal Currency	Indian Rupees (INR) (₹)
16.	Proposal Language	English
17.	Method of Selection	Quality and Cost Based Selection (QCBS) with 70:30 weightage (Technical Score 70% + Financial Score 30%)
18.	Bid Validity	Proposals must remain valid up to 120 (One Hundred and Twenty) days from the last date of submission of the Bid
19.	JV/Consortium	Not allowed
20.	Sub-Contracting	Not allowed

SECTION I INSTRUCTIONS TO BIDDERS (ITB)

2. General Instructions

2.1 Introduction

Prayagraj Development Authority (hereinafter referred to as the "Authority" or "PDA") invites proposals from eligible consulting firms, consortiums or joint ventures possessing the requisite technical expertise and experience for selection as Consultant for providing Master Planning, Architectural and Design Services for Development of Aerocity at Prayagraj, in accordance with the terms, conditions and requirements specified in this RFP.

The consultancy shall broadly include preparation of the Master Plan, urban design framework, architectural and landscape concepts, infrastructure planning, mobility planning, development strategy, implementation framework and other related services as detailed in the TOR.

2.2 Scope of the Assignment

The detailed scope of work, deliverables, timelines and obligations of the Consultant are specified in the TOR forming part of this RFP. Applicants are advised to carefully examine the complete scope before submitting their Proposal.

2.3 Eligible Bidders

Participation in the selection process is open to consulting firms meeting the eligibility criteria prescribed in this Request for Proposal (RFP).

Only a single legal entity shall be eligible to submit a Proposal. Joint Ventures (JVs), Consortiums, Associations of Firms, or any other form of partnership between multiple entities for the purpose of submitting a Proposal shall not be permitted.

Each Applicant shall submit only one Proposal, either in its own name. Submission of multiple Proposals by the same Applicant, directly or indirectly, shall result in rejection of all such Proposals.

The Applicant shall possess the technical expertise, financial capability, and professional resources necessary for successful execution of the assignment, as specified in this RFP.

2.4 Cost of Bidding

The Applicant shall bear all costs associated with the preparation and submission of its Proposal, including but not limited to:

- Collection and verification of information;
- Site visits and investigations;
- Preparation of technical and financial proposals;

- Meetings, presentations and discussions with the Authority;
- Any other expenses incurred in connection with participation in the bidding process.

The Authority shall not be responsible or liable for any such costs, regardless of the conduct or outcome of the selection process.

2.5 Due Diligence by Applicants

Applicants are encouraged to visit the Project site and familiarize themselves with local conditions, existing infrastructure, statutory provisions, planning regulations and all other aspects relevant to the consultancy assignment.

Submission of a Proposal shall be deemed to constitute confirmation that the Applicant has independently satisfied itself regarding all information necessary for preparation of its Proposal.

2.6 Interpretation of the RFP

The Applicant shall carefully examine all instructions, terms, conditions, forms and requirements contained in this RFP.

Failure to furnish all information or documents required by the RFP may render the Proposal non-responsive.

In case of any ambiguity or discrepancy in interpretation of the RFP, the decision of the Authority shall be final and binding.

2.7 Clarifications

Applicants requiring any clarification regarding the RFP may submit their queries in writing within the timelines specified in the Bid Schedule.

The Authority may issue clarifications, amendments or corrigenda, if considered necessary, which shall form an integral part of the RFP.

No individual clarification shall be binding unless communicated officially by the Authority.

2.8 Amendment of the RFP

At any time prior to the Proposal Due Date, the Authority may amend, modify or supplement the RFP by issuing an Addendum or Corrigendum.

Any such amendment shall be published on the designated procurement portal and/or the official website of the Authority.

Applicants are solely responsible for regularly checking the official website and procurement portal for any updates.

2.9 Language of Proposal

The Proposal and all supporting documents shall be submitted in the English language.

Any document originally issued in another language shall be accompanied by a certified English translation. In case of any discrepancy, the English version shall prevail.

2.10 Confidentiality

The information contained in this RFP shall be used solely for the purpose of preparation and submission of the Proposal.

Applicants shall maintain confidentiality of all information received from the Authority and shall not disclose such information to any third party except as required for preparation of the Proposal.

2.11 Right of Acceptance or Rejection

The Authority reserves the right to:

- accept or reject any Proposal;
- annul the bidding process at any stage;
- reject all Proposals;
- modify the scope of work;
- divide the assignment;
- or discontinue the procurement process,

without assigning any reason and without incurring any liability whatsoever to the Applicants.

2.12 Project Information

The proposed Aerocity is envisaged to be developed in multiple phases.

At present:

- Phase-I comprises approximately 100 hectares and forms the confirmed planning area under the Project.
- Phase-II (approximately 102 hectares) and Phase-III (approximately 300 hectares) represent the Authority's indicative long-term expansion plan and may undergo modification depending upon land availability, planning requirements, statutory approvals and future development priorities.

Applicants shall prepare their Proposals accordingly and shall not make any claim arising out of any subsequent modification in the extent, configuration or phasing of the Project.

3. The Bidding Document

3.1 Contents of the Bidding Document

The Request for Proposal (RFP) shall comprise all sections, schedules, appendices, forms, annexures, corrigenda and addenda issued by the Authority from time to time.

Applicants are advised to examine the complete RFP carefully before submitting their Proposal. Failure to furnish all information or documentation required by the RFP may result in rejection of the Proposal.

The RFP shall, inter alia, include:

- Section I – Instructions to Bidders
- Section II – Terms of Reference
- Section III – Other Standard Forms
- Section IV – Conditions of Contract
- Corrigenda/Addenda (if any)

3.2 Clarification of the Bidding Document

Applicants may seek clarification regarding any provision of the RFP by submitting written queries within the timeline specified in the Bid Data Sheet.

Replies to queries shall be uploaded only on the e-tender portal and shall form part of the RFP.

No individual correspondence shall be treated as an official clarification.

3.3 Amendment of the Bidding Document

The Authority may modify, amend or supplement the RFP at any time before the Proposal Due Date.

All amendments shall be issued through Corrigendum/Addendum on the e-procurement portal.

Applicants shall be solely responsible for checking the portal regularly.

4. Preparation And Submission of E-Bids

4.1 General

The Proposal shall comprise two separate parts:

- Technical Proposal
- Financial Proposal

The Financial Proposal shall not contain any information relating to technical scoring.

4.2 Technical Proposal

The Technical Proposal shall include:

- Letter of Proposal
- Firm Details
- Eligibility Documents
- Experience Certificates
- Key Personnel CVs
- Methodology
- Work Plan
- Deployment Schedule
- Financial Capacity Documents
- Affidavits
- Undertakings
- Any other document specified in this RFP.

4.3 Financial Proposal

The Financial Proposal shall contain:

- Covering Letter
- Percentage Fee quoted
- Financial Summary
- Applicable Taxes

No conditions shall be attached to the Financial Proposal.

Conditional financial proposals shall be rejected.

4.4 Signing of Proposal

The Proposal shall be digitally signed by the Authorized Signatory possessing a valid Digital Signature Certificate.

Power of Attorney/Board Resolution authorizing the signatory shall form part of the Proposal.

5. Earnest Money Deposit (EMD)

- 5.1. The Bidder shall furnish, as part of its bid, an Earnest Money Deposited through FDR of the amount INR 5,00,000/- (Rupees Five Lakh only) in favour of Executive Engineer, Prayagraj Development Authority. Hardcopy of the same

must be submitted in Prayagraj Development Authority, Indira Bhawan, Civil Lines, Prayagraj, Uttar Pradesh – 211001 before the Last Date & Time for Submission of Bids. However, the bidders can also submit EMD through NEFT/RTGS/Internet Banking in the bank account mentioned in Data Sheet. Bids without EMD shall be rejected summarily.

- 5.2. The EMD is required to protect the PDA against the risk of Bidder's conduct which would warrant the security's forfeiture.
- 5.3. The EMD of the unsuccessful bidders would be returned within 30 days after acceptance of 'LoA' by the selected bidder. Unsuccessful Bidder's EMD will be discharged/ returned after award of contract to the successful Bidder. No interest will be paid by the PDA on the EMD.
- 5.4. The EMD may be forfeited:
 - (i) If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.
 - (ii) If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
 - (iii) If the bidder tries to influence the evaluation process.
 - (iv) If the First ranked bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the bidder).
 - (v) If it comes to notice that the information/documents furnished in its bid are false, misleading or forged; or
 - (vi) In the case of a successful Bidder, if the Bidder fails:
 - a) to sign the Contract; or
 - b) to furnish Performance Security in accordance with Clause 19 (Performance Security) and relevant provisions of Section IV – General Conditions of Contract.

6. Submission of e-bids

The Proposal shall be submitted online only through the designated e-Tender Portal before the Proposal Due Date.

No physical submission shall be accepted unless specifically required by the Authority.

7. Procedure for submission of e-bids

Applicants shall upload all documents in PDF format.

The Proposal shall consist of:

- Technical Envelope
- Financial Envelope

The Financial Proposal shall remain encrypted until completion of Technical Evaluation.

8. Deadline for submission

Proposals received after the Proposal Due Date shall not be accepted.

The Authority may extend the Proposal Due Date by issuing a Corrigendum.

9. Late bids

Late Proposals shall be rejected automatically by the e-procurement system.

The Authority shall bear no responsibility for internet connectivity or technical failures at the Applicant's end.

10. Withdrawal, Modification and Resubmission

Applicants may modify or withdraw their Proposal before the Proposal Due Date through the e-Tender Portal.

No modification shall be permitted after expiry of the Proposal Due Date.

11. Receipt and opening of proposals

Technical Proposals shall be opened electronically on the date specified in the Bid Data Sheet.

Financial Proposals shall be opened only for technically qualified Applicants.

12. Cost of preparation of proposals

The Applicant shall bear all costs associated with preparation and submission of the Proposal.

The Authority shall not reimburse any expenditure.

13. Evaluation of Bids

13.1. Preliminary Examination

The Authority shall examine whether:

- Proposal is complete;
- Proposal has been submitted within time;
- EMD has been furnished;
- Proposal has been digitally signed;
- Required forms are enclosed.

Incomplete proposals may be rejected.

13.2. Eligibility Evaluation

Only Applicants satisfying the Eligibility Criteria prescribed in below shall be considered for Technical Evaluation.

Sl. No.	Basic Requirement	Specific Requirement	Documentary Evidence
1	Legal Entity	The Bidder, should be a legal entity in existence for a minimum number of 03 years, which may be: 1. A Proprietorship; or 2. A Company, incorporated under Companies Act, 2013 or 1956, amended till date; or 3. A Limited Liability Partnership Firm, incorporated under Limited Liability Partnerships Act, 2008; or 4. A Partnership Firm registered under Partnership Act, 1932.	1. In the case of Company registered under Companies Act, 1956/2013 A) Certificate of Incorporation / Registration. B) Copy of Memorandum of Association (MOA) and C) Articles of Association (AOA). - Or 2. In case of LLP registered under Limited Liability Partnership 2008 or equivalent. A) Certificate of Incorporation/Registration. B) Copy of partnership deed. - Or 3. In case of partnership firm registered under partnership act A) Copy of partnership deed. - Or 4. In case of proprietorship firm submit their copy of: A) Permanent Account Number (PAN) Card B) Goods and Supply Tax Identification Number (GSTIN) Registration Certificate
2	Power Attorney of	The bidder must submit Power of Attorney authorizing the signatory of the Application to commit the Applicant. (not applicable in case of proprietorship firm)	As per Form 10 Format for Power of Attorney (Sole Bidder) on Rs.100 non- judicial stamp
3	Turnover (In India)	The bidder must have an average annual turnover of at least INR 100.00 Crore during the last three financial years (2022-23, 2023-24 and 2024-25).	a) Certificate from the Statutory Auditor or Chartered Accountant regarding Turnover, duly issued with a unique UDIN (Unique Document Identification Number)

			b) Audited Balance Sheets and Profit & Loss statement.
4	EPFO & ESIC	The bidder must have valid EPFO and ESI certificate.	Copy of EPFO and ESIC certificate
5	Blacklisting	The Bidder should not have been blacklisted by the Central Government, any State Government, a statutory authority, or a public sector undertaking, as the case may be, from participating in any project, and the bar exists as on the date of the Proposal.	Self-Declaration notarized on non-judicial INR 100 Stamp paper for not being blacklisted.
6	Project Experience	The Bidder must have successfully completed at least one (1) project of similar nature for an area of not less than 400 Hectares during the last fifteen (15) years preceding the Proposal Due Date. OR The Bidder must have successfully completed at least two (2) projects of similar nature, each involving an area of not less than 300 Hectares, during the last fifteen (15) years preceding the Proposal Due Date. OR The Bidder must have successfully completed at least three (3) projects of similar nature, each involving an area of not less than 200 Hectares, during the last fifteen (15) years preceding the Proposal Due Date. <i>“Similar Nature of Work” shall mean consultancy assignments involving preparation of Master Plan / Concept Plan / Urban Design Framework for Aerotropolis / Aerocity / Airport Area Development / Integrated Township / Special Economic Zone (SEZ) / Industrial Park / Industrial Corridor, undertaken for any Central Government, State Government, Development Authority, Urban Local Body (ULB), Public Sector Undertaking (PSU), Statutory Authority, Smart City SPV, Airport Authority, Industrial Development Authority, or any equivalent Government / Government-owned / Statutory Authority outside India.</i>	Copy of work order/Contract/Agreement/Completion/Experience Certificate from the Authority

7	Personal Capability	The Bidder shall propose suitably qualified and experienced personnel for the following positions, who may be either in-house professionals or external experts proposed for deployment for the assignment: a) Urban Planner b) Architect c) MEP expert d) Infrastructure Planning Expert e) Transportation & Mobility Expert	CVs to be attached
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13.3. Technical Evaluation

Technical Evaluation shall be carried out in accordance with the criteria prescribed below:

Sl. No.	Specific Experience of the Bidder	Maximum Marks (100)	Documentary Evidence
A	Average Annual Turnover during the last three Financial Years (2022-23, 2023-24 & 2024-25)	15 Marks	Certificate from Statutory Auditor/CA with UDIN along with Audited Financial Statements
1	INR 100 Crore – INR 150 Crore	5 Marks	
2	Above INR 150 Crore – INR 175 Crore	10 Marks	
3	Above INR 175 Crore	15 Marks	
B	Experience in Similar Projects: Experience during the last fifteen (15) years in successfully delivering Master Plan / Concept Plan / Urban Design Framework for Aerotropolis / Aerocity / Airport Area Development / Integrated Township / Special Economic Zone (SEZ) / Industrial Park / Industrial Corridor projects, having a minimum project area of 200 hectares each, undertaken for Public sector clients in India or abroad.	25 Marks	Work Order/Agreement and Completion Certificate/Client Certificate
1	One (1) Eligible Project	15 Marks	
2	Two (2) Eligible Projects	20 Marks	
3	Three (3) or More Eligible Projects	25 Marks	
C	Experience in preparation of Master/Development Plans for Government / Development Authorities / ULBs /Industrial Development Authorities/Smart City SPVs	10 Marks	Completion Certificate/Client Certificate
1	One (1) Project	5 Marks	
2	Two (2) Projects	8 Marks	
3	Three (3) or More Projects	10 Marks	
D	Key Personnel	20 Marks	CVs duly signed by the Expert and Authorized Signatory
1	Urban Planner 02 mark for each additional completed year beyond 10 years (maximum 02 marks).	2 Marks	
2	Architect	2 Marks	

	02 mark for each additional completed year beyond 08 years (maximum 02 marks).		
3	MEP Expert 02 mark for each additional completed year beyond 07 years (maximum 02 marks).	2 Marks	
4	Infrastructure Planning Expert 02 mark for each additional completed year beyond 07 years (maximum 02 marks).	2 Marks	
5	Transportation & Mobility Expert 02 mark for each additional completed year beyond 07 years (maximum 02 marks).	2 Marks	
F	Technical Presentation	30 Marks	
1	Understanding of the Project, Vision, Development Potential and Objectives	10 Marks	Presentation before the Tender Committee as per intimation from PDA
2	Proposed Planning Methodology, Technical Approach, Innovation, Sustainability and Implementability	10 Marks	
3	Work Plan, Team Deployment, Project Management Strategy and Presentation Quality	10 Marks	

Only Applicants securing minimum 70 Marks shall be considered for Financial Evaluation.

13.4. Financial Evaluation

Financial Proposals of technically qualified Applicants shall be opened.

Financial scores shall be calculated as per the QCBS methodology.

13.5. Combined Evaluation

- The Technical Evaluation would be done for only those bidders, who comply with the pre-qualification criteria mentioned in – Minimum Eligibility Criteria/Pre-Qualification Criteria.
- Quality and Cost based Selection (QCBS) – 70:30 (Technical: Financial).
- Only those bids which have a minimum technical score of 70 and above shall be considered qualified. However, PDA reserves the right to lower the minimum required marks.
- The score of the bidders will be given by the Tender Committee constituted by PDA. PDA will provide marks and submit in the up e-tender portal.
- The contract shall be awarded to the technically qualified bidder securing the highest Composite Score (CS) through Quality and Cost Based Selection (QCBS) method. Only bidders scoring minimum 70 marks out of 100 in Technical Evaluation shall be eligible for Financial Bid opening.
- The Composite Score shall be calculated as follows:

$$\text{Composite Score (CS)} = (\text{TS} \times 0.70) + (\text{FS} \times 0.30)$$

Where:

Technical Score (TS)

$$TS = \frac{\text{Technical Marks obtained by bidder}}{\text{Highest Technical Marks}} \times 100$$

Financial Score (FS)

$FS = \frac{\text{Lowest Financial Quote}}{\text{Financial Quote under consideration}} \times 100$ The bidder with the highest CS shall be declared H1 and awarded the Letter of Award (LOA). In case of tie in CS, the bidder with higher Technical Score shall be preferred. If Technical Scores are also equal, PDA reserves the right to award based on bidder's relevant experience or conduct negotiations.

14. Negotiations

- 14.1. Following completion of the evaluation process, PDA may, if considered necessary, invite the Bidder securing the highest Composite Score (H1) under the QCBS method for negotiations prior to award of the Consultancy.
- 14.2. The negotiations, if conducted, shall primarily be limited to:
 - a) clarification and refinement of the methodology, work plan, deliverables and deployment schedule of Key Personnel;
 - b) finalization of the implementation schedule and reporting requirements;
 - c) discussion on contractual terms and conditions, including responsibilities of both parties; and
 - d) any other matter considered necessary by PDA for effective implementation of the Consultancy.
- 14.3. The Financial Proposal submitted by the H1 Bidder shall ordinarily be treated as final. However, PDA reserves the right to seek clarifications or justifications regarding the quoted fee and, where permissible under applicable procurement rules, undertake financial discussions to ensure reasonableness and consistency with the scope of services.
- 14.4. The H1 Bidder shall participate in the negotiations in good faith and make available its authorized representative(s) empowered to take decisions on behalf of the Bidder.
- 14.5. In the event that negotiations with the H1 Bidder are unsuccessful, or the Bidder declines to accept the mutually agreed terms, fails to participate in the negotiations, or withdraws its Proposal, PDA reserves the right to terminate the negotiations and invite the next highest-ranked Bidder (H2) for negotiations or take such other action as may be deemed appropriate in accordance with the provisions of this RFP.
- 14.6. The proceedings and outcome of the negotiations shall be recorded in writing and, where applicable, shall form an integral part of the Consultancy Agreement.

14.7. PDA reserves the right to conclude, suspend or terminate the negotiations at any stage without assigning any reason. Participation in negotiations shall not confer any right upon any Bidder to claim award of the Consultancy until issuance of the LoA.

15. Notification of Award

After approval of the competent authority, the Successful Applicant shall be issued a Letter of Award (LoA).

16. Signing of Agreement

The Successful Applicant shall execute the Agreement within the period specified in the Letter of Award.

Failure to do so may result in cancellation of the award.

17. Failure to Execute the Agreement

If the Successful Applicant fails to:

- furnish Performance Security;
- execute the Agreement; or
- commence the assignment within the stipulated time,

the Authority may cancel the award, forfeit the EMD, and proceed with the next highest-ranked Applicant or initiate a fresh selection process.

18. Sub-Contracting

Sub-contracting of any part of the Consultancy Services shall not be permitted without prior written approval of the Authority.

The Consultant shall remain fully responsible for all obligations under the Contract.

19. Performance Security

19.1. Failure of the successful Bidder to comply with the requirement of this Clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

19.2. Performance Security as per following schedule:

Sl. No.	Item	Value
1	Instrument	One single Deposit in the form of FDR/BG/NEFT/RTGS

2	Validity of Performance Security	FDR/BG to be submitted at the time of signing of contract and should be valid for a period of 14 months. Validity shall be extended proportionately in case of contract extension.
3	Amount	INR 10,00,000/- (Rupees Ten Lakh only)

The Agency will have to submit the Performance Security in form of Fixed Deposit Receipt or Bank Guarantee of any Scheduled Bank or Nationalized Bank, in favor of "Vice Chairman, Prayagraj Development Authority," or inform of NEFT/RTGS and shall have to enter into an agreement on a stamp paper of appropriate value must be submitted, and if the Agency fails to submit the agreement deed in the stipulated time limit, the E.M.D. for this contract will be forfeited and the Agency may be blacklisted/debarred as per applicable rules of PDA/Government.

20. Award of contract

- 19.1. Upon completion of the evaluation process in accordance with the provisions of this RFP, PDA shall identify the Bidder securing the highest Composite Score (H1) under the Quality and Cost Based Selection (QCBS) method as the Selected Bidder.
- 19.2. PDA shall issue a Letter of Acceptance (LoA) to the Selected Bidder, indicating its intention to award the consultancy for Master Planning, Architectural and Design Services for Development of Aerocity at Prayagraj.
- 19.3. The Selected Bidder shall, within the period specified in the Letter of Intent, submit the prescribed Performance Security, along with all documents and undertakings required for execution of the Agreement, and fulfil all conditions precedent specified therein.
- 19.4. Upon satisfactory fulfilment of the conditions stipulated in the Letter of Intent, PDA and the Selected Bidder shall execute a formal Consultancy Agreement, which shall govern the rights, obligations, responsibilities and terms of engagement of both parties in accordance with the provisions of this RFP.
- 19.5. Failure of the Selected Bidder to comply with the requirements of the Letter of Intent, including submission of the Performance Security and execution of the Consultancy Agreement within the stipulated period, shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD. In such an event, PDA reserves the right to invite the next highest-ranked Bidder for award of the Consultancy or take any other action deemed appropriate in accordance with applicable procurement rules.
- 19.6. The Consultancy shall be project-specific and shall encompass the preparation of the Master Plan, architectural and urban design framework, infrastructure and mobility planning, landscape planning, implementation strategy, and all

other services specified in the TOR for the phased development of Aerocity at Prayagraj.

- 19.7. PDA reserves the right to accept or reject any or all Proposals, annul the selection process, or modify the procurement process at any stage without assigning any reason and without incurring any liability to the Applicants.
- 19.8. The decision of PDA regarding the selection of the Successful Bidder and award of the Consultancy shall be final and binding upon all Applicants and shall not be subject to challenge except as provided under applicable law.

21. Contract commencement and mobilization

- 21.1. The Consultancy Agreement shall come into effect from the Effective Date specified in the Agreement, following issuance of the LoA, submission of the prescribed Performance Security, and fulfilment of all conditions precedent by the Selected Bidder.
- 21.2. The Consultant shall commence the Services within 07 (Seven) days from the Effective Date of the Agreement, or within such other period as may be specified by PDA.
- 21.3. Within 15 (Fifteen) days of the Effective Date, the Consultant shall submit an Inception Report, detailing the proposed methodology, work plan, deployment schedule of Key Personnel, timelines, communication protocol, stakeholder consultation plan, and approach for execution of the assignment.
- 21.4. The Consultant shall mobilize all Key Personnel, support staff, technical resources, and other inputs necessary for timely execution of the Consultancy in accordance with the TOR. Mobilization shall include, inter alia:
 - a) deployment of the Key Personnel;
 - b) collection and review of available data and project information;
 - c) reconnaissance and site visits;
 - d) stakeholder consultations with PDA and other relevant departments and agencies; and
 - e) commencement of all activities necessary for preparation of the Master Plan, Architectural and Design proposals.
- 21.5. The Consultant shall ensure that the Key Personnel proposed in the Technical Proposal are deployed in accordance with the approved work programme and remain available throughout the assignment, except where substitution is permitted in accordance with the provisions of the Agreement.
- 21.6. The Consultant shall maintain close coordination with PDA and shall participate in review meetings, presentations, site inspections, workshops, and consultations as may be required during the course of the assignment.
- 21.7. The Consultant shall ensure adequate on-site presence of the relevant Key Personnel during critical stages of the assignment. Where considered necessary in the interest of effective project coordination, PDA may require the

Consultant to establish a temporary project office or designate a local coordination office at Prayagraj for the duration of specific stages of the Consultancy, without any additional financial implication to PDA.

- 21.8. Failure of the Consultant to commence the Services or mobilize the required personnel and resources within the stipulated time, without reasonable cause acceptable to PDA, shall constitute a material breach of the Agreement and may result in termination of the Contract, forfeiture of the Performance Security, and such other actions as may be permissible under the provisions of the Agreement.

22. Authority's right to vary the scope of services

- 22.1. PDA reserves the right to modify, amend, expand, reduce, or otherwise vary the Scope of Services at any stage during the execution of the Consultancy, if such variation is considered necessary in the interest of the Project or due to administrative, statutory, technical, or planning requirements.
- 22.2. Such variations may include, but shall not be limited to:
- a) addition or deletion of project components or activities;
 - b) modification in the planning area, project boundary, land parcels, or development phasing;
 - c) revision of the project size, configuration, land use, or development programme;
 - d) inclusion of additional surveys, investigations, technical studies, or planning inputs;
 - e) modification of deliverables, milestones, or implementation timelines; and
 - f) any other changes necessary for achieving the objectives of the Consultancy.
- 22.3. In view of the phased development of the Aerocity, PDA reserves the right to revise the extent, configuration, or boundaries of Phase-II and Phase-III, or to modify the sequence of implementation, based on land availability, statutory approvals, planning considerations, or policy decisions. The Consultant shall incorporate such modifications in accordance with the directions of PDA.
- 22.4. Any substantial variation in the Scope of Services having a material impact on the Consultant's obligations, deliverables, project cost, or contract period shall be mutually agreed upon between PDA and the Consultant and shall be formalized through a written amendment to the Consultancy Agreement.
- 22.5. Where a variation results in a material change in the estimated Project Cost or the approved Scope of Services, the Consultancy Fee shall be revised, wherever applicable, in accordance with the Percentage Fee quoted by the Consultant and the provisions of the Consultancy Agreement.
- 22.6. Minor modifications, revisions, refinements, or iterations required during the preparation, review, approval, or finalization of reports, drawings, master plans,

architectural designs, presentations, or other deliverables shall be deemed to be included within the original Scope of Services, and no additional payment shall be admissible on this account.

22.7. PDA reserves the right to suspend, defer, withdraw, or terminate the Consultancy, in whole or in part, in public interest, due to administrative exigencies, financial constraints, statutory requirements, or any other reason considered appropriate by the Authority. In such event, the Consultant shall be entitled to payment only for the Services satisfactorily completed up to the effective date of such suspension or termination, as determined by PDA in accordance with the provisions of the Agreement.

22.8. No variation in the Scope of Services shall be binding unless approved by PDA in writing. The Consultant shall not undertake any additional work beyond the approved Scope of Services without prior written authorization from PDA.

23. Conflict of interest

The Applicant shall disclose any actual, potential or perceived Conflict of Interest.

An Applicant shall be considered to have a Conflict of Interest if it:

- has conflicting assignments;
- has participated in preparation of this RFP in a manner that compromises fairness;
- has business or financial relationships that impair its independence;
- has access to confidential information that could provide an unfair competitive advantage.

The Authority reserves the right to reject any Proposal or terminate the Contract if a Conflict of Interest is established at any stage of the selection process or during execution of the Consultancy.

SECTION II: TERMS OF REFERENCE (TOR)

24. Terms of Reference (TOR)

24.1 Introduction

Prayagraj is one of India's oldest and most historically significant cities, renowned for its cultural, spiritual and administrative importance. The city has witnessed rapid urban growth in recent years, driven by substantial investments in physical infrastructure, improved regional connectivity, and increasing economic activity. The successful organization of globally significant events, including the Mahakumbh, has further strengthened Prayagraj's position as an emerging destination for tourism, commerce, education, healthcare and investment.

The continued expansion and modernization of Prayagraj Airport is expected to serve as a catalyst for planned urban development in the surrounding region. Recognizing the transformative potential of airport-led economic development, PDA intends to develop an integrated Aerocity that functions as a vibrant mixed-use urban destination, supporting aviation-related activities while promoting commercial, institutional, hospitality, residential and recreational development.

The proposed Aerocity is envisioned as a modern, sustainable and investment-oriented urban precinct that integrates world-class planning principles with high-quality infrastructure, efficient mobility systems, resilient urban services and environmentally responsible development practices. The project aims to create a distinctive gateway to the city while fostering economic growth, employment generation and enhanced quality of life.

The Aerocity is proposed to be developed in a phased manner. Phase-I, comprising approximately 100 hectares, has been identified as the immediate development area. Subsequent expansion through Phase-II (approximately 102 hectares) and Phase-III (approximately 300 hectares) is envisaged based on future planning requirements, land availability, statutory approvals and development priorities. Accordingly, the Consultant shall prepare a comprehensive development vision for the overall Aerocity while undertaking detailed planning and design for the finalized Phase-I area and an indicative planning framework for the subsequent phases.

In order to realize this vision, PDA intends to engage a qualified and experienced Consultant to provide Master Planning, Architectural and Design Services for the proposed Aerocity. The Consultant shall undertake detailed planning, urban design, architectural planning, infrastructure planning, landscape planning, mobility planning, preparation of development regulations, implementation strategy and all other services specified in these Terms of Reference.

The Consultant shall adopt global best practices in airport-oriented development, while ensuring that the planning proposals are context-sensitive, economically viable, environmentally sustainable and aligned with the statutory planning framework and development objectives of PDA and the Government of Uttar Pradesh. The consultancy shall result in a comprehensive, implementable and future-ready Master Plan that

establishes the Aerocity as a landmark urban development and a major economic growth centre for Prayagraj.

24.2 Scope of Work

The selected Consultant shall provide comprehensive Master Planning, Architectural and Design Services for the proposed Aerocity at Prayagraj, including all technical, planning, architectural, engineering, urban design, infrastructure planning, landscape planning, mobility planning, implementation planning and associated consultancy services necessary for preparation of an integrated and implementable Master Plan.

The Consultant shall carry out the assignment in accordance with applicable Acts, Rules, Regulations, Development Control Regulations, National Building Code (NBC), relevant Indian Standards (IS Codes), Airport Authority guidelines (where applicable), and other statutory requirements. The Scope of Work shall include, but not be limited to, the following:

24.2.1 Project Inception and Data Collection

The Consultant shall:

- i. Review all available project information, existing reports, maps, statutory plans, land records and relevant documents made available by PDA.
- ii. Undertake reconnaissance surveys and site visits.
- iii. Identify additional information required for execution of the assignment.
- iv. Prepare and submit an Inception Report containing methodology, work plan, deployment schedule, stakeholder engagement strategy and project implementation schedule.

24.2.2 Existing Situation Assessment

The Consultant shall undertake a comprehensive assessment of the existing site and surrounding influence area covering, inter alia:

- Existing land use
- Physical features and topography
- Existing road network
- Public transport connectivity
- Utilities and infrastructure
- Environmental features
- Hydrology and drainage
- Existing settlements
- Ownership pattern
- Statutory restrictions

- Airport influence
- Existing and proposed developments
- Regional growth trends

24.2.3 Vision Development and Planning Framework

The Consultant shall formulate a long-term development vision for the Aerocity based on:

- Airport-oriented development principles
- Transit-oriented development
- Mixed-use planning
- Sustainable urban development
- Climate resilience
- Economic competitiveness
- Investment promotion
- Smart city principles
- Place-making
- Public realm enhancement

The planning framework shall establish the overall development philosophy for the Aerocity.

24.2.4 Market Assessment and Development Potential

The Consultant shall undertake a detailed assessment of the market potential and development opportunities, including:

- Demand assessment
- Highest and Best Use (HBU) analysis
- Land absorption analysis
- Real estate market assessment
- Commercial potential
- Hospitality demand
- Office space demand
- Residential demand
- Institutional demand
- Tourism and convention potential

- Airport-related commercial opportunities

24.2.5 Master Planning

The Consultant shall prepare Concept and Final Master Plans covering the entire Aerocity area, including:

- Land Use Plan
- Development Structure Plan
- Density Framework
- Urban Form
- Development Zones
- Open Space System
- Public Amenities
- Institutional Areas
- Commercial Areas
- Residential Areas
- Hospitality Districts
- Business Parks
- Convention Facilities
- Logistics and Airport Support Uses
- Public Utilities

The Master Plan shall establish an integrated development framework for the proposed Aerocity.

24.2.6 Architectural and Urban Design

The Consultant shall prepare:

- Urban Design Framework
- Character Areas
- Architectural Design Guidelines
- Skyline Strategy
- Public Realm Design
- Street Design Guidelines
- Streetscape Concepts
- Building Controls

- Façade Guidelines
- Signage Strategy
- Urban Furniture Strategy
- Night-time Lighting Strategy
- Gateway Features
- Landmark Development Concepts

24.2.7 Landscape Planning

The Consultant shall prepare a comprehensive Landscape Master Plan including:

- Green Infrastructure Network
- Parks
- Urban Forests
- Public Plazas
- Water Features
- Green Corridors
- Biodiversity Enhancement
- Native Plantation Strategy
- Climate-responsive Landscape Design
- Irrigation Strategy

24.2.8 Mobility and Transportation Planning

The Consultant shall prepare an integrated mobility plan covering:

- Road Hierarchy
- Internal Road Network
- Junction Planning
- Public Transport Integration
- Pedestrian Infrastructure
- Cycling Network
- Parking Strategy
- Universal Accessibility
- Traffic Management
- Wayfinding System

- Airport Connectivity
- Regional Connectivity

24.2.9 Infrastructure Planning

The Consultant shall prepare comprehensive infrastructure plans for:

- Water Supply
- Sewerage
- Storm Water Drainage
- Power Supply
- ICT Infrastructure
- Solid Waste Management
- Utility Corridors
- Fire Services
- Smart Infrastructure
- Renewable Energy Integration

24.2.10 Environmental and Sustainability Planning

The Consultant shall integrate sustainability principles through:

- Low-impact development
- Climate resilience
- Energy-efficient planning
- Water conservation
- Green infrastructure
- Carbon reduction measures
- Waste minimization
- Sustainable mobility
- Disaster resilience

24.2.11 Phasing and Implementation Strategy

Considering that the Aerocity is proposed to be developed in phases, the Consultant shall prepare:

- Detailed Master Plan and design proposals for Phase-I (approximately 100 hectares).
- Indicative planning framework for Phase-II (approximately 102 hectares).

- Long-term planning framework for Phase-III (approximately 300 hectares).
- Phase-wise infrastructure strategy.
- Development sequencing.
- Investment prioritization.
- Implementation schedule.

The Consultant shall note that the extents of Phase-II and Phase-III are indicative and may be modified by PDA during the course of the assignment.

24.2.12 Cost Estimates and Financial Assessment

The Consultant shall prepare:

- Preliminary Cost Estimates
- Infrastructure Cost Estimates
- Development Cost Estimates
- Phase-wise Investment Requirements
- Capital Investment Plan
- Financial Sustainability Assessment

24.2.13 Statutory Compliance

The Consultant shall ensure that the Master Plan and all associated proposals comply with:

- Applicable Master Plan/Zonal Plan provisions.
- Building Bye-laws.
- Development Control Regulations.
- National Building Code (NBC).
- Applicable Government policies.
- Environmental regulations.
- Aviation-related regulations, wherever applicable.
- Any other statutory requirements relevant to the Project.

24.2.14 Stakeholder Consultation

The Consultant shall undertake consultations with PDA and other relevant Government Departments, statutory authorities, utility agencies and stakeholders, and incorporate feedback into the planning proposals.

24.2.15 Reports, Drawings and Presentations

The Consultant shall prepare and submit all reports, drawings, plans, renderings, presentations, GIS data, CAD drawings, 3D visualizations and other documents required under this assignment in both hard and soft copy formats, as specified by PDA.

24.2.16 General Responsibilities

The Consultant shall perform all other activities incidental or necessary for successful completion of the assignment, whether or not specifically mentioned in these Terms of Reference, to achieve the objectives of the Project to the satisfaction of PDA.

25. Payment Terms

- 25.1. The Selected Bidder (hereinafter referred to as the "Consultant") shall be compensated based on the Percentage Fee quoted by the Consultant on the Project Cost, as accepted by PDA through the bidding process.
- 25.2. The Consultancy under this RFP is project-specific, and payment shall be made only for the Services satisfactorily performed in accordance with the Consultancy Agreement and the approved deliverables.
- 25.3. The quoted Percentage Fee shall be deemed to be inclusive of all costs and expenses required for successful completion of the Consultancy, including but not limited to:
 - Professional fees;
 - Salaries and remuneration of Key Personnel and support staff;
 - Office expenses and administrative overheads;
 - Travel, boarding and lodging;
 - Local transportation;
 - Stakeholder consultations and workshops;
 - Preparation of reports, drawings, presentations and 3D visualizations;
 - GIS mapping, CAD drawings and documentation;
 - Printing and submission of reports;
 - Out-of-pocket expenses;
 - All taxes, duties, levies and statutory charges, excluding GST, if applicable.

No additional payment shall be admissible unless specifically approved by PDA through a written amendment to the Consultancy Agreement.

- 25.4. Payments shall be released on a milestone basis upon satisfactory completion and acceptance of the respective deliverables by PDA.

Indicative Milestone-wise Payment Schedule

Sl. No.	Milestone / Deliverable	Payment (% of Total Consultancy Fee)
1	Submission and acceptance of Inception Report	5%
2	Submission and acceptance of Existing Situation Analysis and Base Data Review Report	10%
3	Submission and approval of Vision Report, Market Assessment and Development Strategy	15%
4	Submission and approval of Concept Master Plan, Land Use Plan and Urban Design Framework	20%
5	Submission and approval of Draft Final Master Plan, Architectural Guidelines, Infrastructure Plan, Mobility Plan and Landscape Plan	25%
6	Submission and approval of Final Master Plan, Implementation Strategy, Cost Estimates and Final Deliverables	20%
7	Submission of all editable source files, GIS database, CAD drawings, presentations and completion of all contractual obligations	5%
Total		100%

- 25.5. The Consultant shall submit invoices along with the relevant deliverables and supporting documents for each milestone. Payments shall be released after certification of satisfactory completion of the respective milestone by PDA.
- 25.6. PDA may withhold payments for incomplete, deficient or non-compliant deliverables until such deficiencies are rectified to the satisfaction of PDA.
- 25.7. All statutory deductions, including applicable taxes, shall be made in accordance with the prevailing laws and regulations.

Section III – Other Standard Forms

26. Formats for submission

26.1 Form 1: Covering letter of Technical Proposal

On Letter head of the firm

Letter No.

Date:

To

The Executive Engineer,
Prayagraj Development Authority
Indira Bhawan, Civil Lines, Prayagraj,
Uttar Pradesh – 211001

Subject: _____ (Name of Tender)

Dear Sir/Madam,

We, the undersigned, offer to provide the consulting assignment/job for Prayagraj Development Authority in accordance with your RFP Document dated [Insert Date] and our Proposal. We are hereby submitting our Technical Proposal, in a sealed envelope. We confirm that we have read the RFP Document in totality and abide by the terms and conditions stated in the document.

We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Our proposal is binding upon us.

We understand you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name and address of Firm:

26.2 Form 2: General Information

On letterhead of the Firm

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 Applicant/Firm 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 Applicant/Firm:

- 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)

26.3 Form 3: Project Details

Project Name:	Name of the client:
Address and contact person (Client):	Professional staff provided by your firm:
Project location:	Approx. value of the services provided by your company under the contract (in INR):
Start Date:	End Date:
Name of the associated firms if any:	Total area of project (in Hectare)
Detailed narrative description of project:	

26.4 Form 4: Financial Information

Please provide with financial details about the Bidder along with necessary supporting documents in the following format:

Year	Annual Turnover (INR Crores)
2022-23	
2023-24	
2024-25	
Average	

Note: A certificate from the Statutory Auditor/CA with his registration number and UDIN number should be provided as supporting document certifying the Financial Capability submitted by the Applicant along with audited balance sheets.

On Behalf of (Name of the Applicant)

Signature of the Authorized Person

Name:

Designation:

26.5 Form 5: Affidavit/Self Declaration

AFFIDAVIT/SELF DECLARATION

I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

1. The undersigned also hereby certifies that neither our firm M/s..... have abandoned any work in India nor any contract awarded to us by the State of Uttar Pradesh for such works have been rescinded, during last five years prior to the date of this tender.
2. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the PDA to verify this statement or regarding my (our) competence and general reputation.
3. The undersigned understand and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Authority.

(Signed by an Authorized Officer of the Firm)

Title of Officer:

Name of Firm:

Date:

Note: This declaration should be submitted on Bidder's Letterhead

26.6 Form 6: Format for Certificate for Non-Blacklisting

DECLARATION OF NON-BLACKLISTING

To,

The Executive Engineer
Prayagraj Development Authority
Indira Bhawan, Civil Lines, Prayagraj,
Uttar Pradesh – 211001

Subject: Declaration for Non - Blacklisting

Tender Reference No:

Name of Tender / Work:

Dear Sir,

We, [Name of Firm] or our Associate Companies or our Group Companies have not been blacklisted/ debarred/ termination of contract except for reasons of convenience of employer by any Government/ Government board/Corporation/Company/Statutory Body/PSU Company/Non-Government/ Government of any sovereign countries/ Private agencies and Funding Agencies as on date of submission of this proposal.

For [Name of Firm],

Authorized Signatory [In full and initials]

Name and Title of Signatory:

Name of Firm: Address:

Note: This declaration should be notary certified in non-judicial stamp paper.

26.7 Form 7: Performance Bank Guarantee Format

This Deed of Guarantee executed on this day of, 20... by

..... Bank, a scheduled bank constituted under the Banking Regulation Act, 1949 having its branch at (hereinafter referred to as the "Bank", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) in favour of Vice Chairman, Prayagraj Development Authority, having its office at Indira Bhawan, Civil Lines, Prayagraj, Uttar Pradesh – 211001 (hereinafter referred to as the "Employer" or "PDA", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS

1. PDA has issued a Request for Proposal (RFP) for "..... (name of the RFP)" and pursuant thereto, has awarded the work to M/s, a Company/Firm having its registered/branch office at (hereinafter called "the Consultant/Agency").
2. PDA and the Agency have entered into Agreement/Contract No. dated (hereinafter referred to as "the Agreement") for the said services on the terms and conditions set out therein, for a total contract value of Rs. (Rupees only).
3. Under the terms of the Agreement, the Agency is required to furnish a Performance Security in the form of an unconditional and irrevocable Bank Guarantee, for an amount equal to% (_____ percent) of the annual contract value, i.e. Rs. (Rupees only), for the due and punctual performance of all its obligations under the Agreement.
4. At the request of the Agency, the Bank has agreed to furnish this Performance Bank Guarantee in favour of PDA.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to PDA, on its first written demand, without any demur, reservation, protest or recourse and without reference to the Agency, an amount not exceeding Rs. (Rupees only), or such lesser amount as may be demanded by PDA from time to time, for any breach or non-performance of the Agreement by the Agency, including but not limited to failure to meet performance obligations, service standards, timelines or any other terms and conditions of the Agreement. Any such demand made by PDA on the Bank shall be conclusive and binding, notwithstanding any dispute between PDA and the Agency.
2. The Bank agrees that PDA shall be the sole judge as to whether the Agency has defaulted in the due and faithful performance of its obligations under the Agreement and the decision of PDA in this regard shall be final and binding on

the Bank. The Bank shall not be entitled to withhold or delay payment on the ground that the Agency has disputed its liability, the quantum of the amount claimed, or that any arbitration or legal proceedings are pending between PDA and the Agency.

3. This Guarantee shall come into force from the date of its execution and shall remain valid and in full force and effect up to day of 20... (being not less than 02 months beyond the initial contract period / extended contract period, as applicable), or such extended period as may be mutually agreed between PDA and the Agency, and as confirmed by the Bank in writing, from time to time. In the event the Agreement is extended in accordance with its terms, the Agency shall ensure that the validity of this Guarantee is correspondingly extended by the Bank, failing which PDA shall be entitled to invoke and realise the full Guarantee amount.
4. This Guarantee shall remain in force until all dues of PDA under or by virtue of the Agreement are fully paid and FMC certifies that the Agency has duly performed all its obligations and that the Guarantee may be discharged. Any demand or claim under this Guarantee must be received by the Bank on or before the expiry date or the claim period specified herein; failing which PDA's rights under this Guarantee shall stand extinguished and the Bank shall be released and discharged from all liabilities hereunder, save and except as provided in Clause 3 above.
5. The Bank further agrees that PDA shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, from time to time:
 - a) to vary or modify any of the terms and conditions of the Agreement; or
 - b) to extend the time for performance of the Agreement, or
 - c) to postpone, for any time or from time to time, any of the rights or powers exercisable by PDA against the Agency,
 - d) and the Bank shall not be relieved or discharged from its liability under this Guarantee by reason of any such act, variation, extension, forbearance, omission or indulgence, or by any act or omission on the part of PDA or any other matter or thing which, under the law relating to sureties, would but for this provision have the effect of so relieving or discharging the Bank.

In case this Guarantee is required to be valid for a longer period and the Bank does not extend the same on or before the expiry date, the Bank shall, without prejudice to PDA's other rights, forthwith pay to PDA, on demand, the entire guaranteed amount or such lesser sum as may then be due and payable to PDA.

Notwithstanding anything contained herein:

- a) The liability of the Bank under this Guarantee is restricted to Rs. (Rupees only);
- b) This Guarantee shall remain in force up to day of 20...;

- c) Unless a written claim or demand under this Guarantee is lodged with the Bank on or before day of 20... (including any extended claim period, if agreed in writing), all rights of PDA under this Guarantee shall stand extinguished and the Bank shall be discharged from all liabilities hereunder.

The Bank declares that it has the power to issue this Guarantee in favour of PDA and that the undersigned is duly authorised to execute this Guarantee on its behalf under its constitution and internal approvals.

IN WITNESS WHEREOF the Bank has caused this Deed to be executed on this day of 20... at

Place:

For and on behalf of Bank

(Authorized Signatory)

Name:

Designation:

Bank Seal

26.8 Form 8: CV Format

CV FORMAT OF TEAM MEMBERS

1. Name of Firm:
2. Name of Staff:
3. Contact Details:
4. Designation:
5. Areas of Expertise:
6. Date of Birth:
7. Total Years of Experience:
8. Nationality:
9. Education:

Sl. No.	Degree Obtained	Institution	Year of Passing

10. Key Qualifications:
11. Membership of Professional Associations:
12. Professional Certifications:
13. Other Training:
14. Countries of Work Experience:
15. Languages:

Sl. No.	Languages	Speak	Read	Write

16. Employment Record:

From/To	
Name of Agency	
Position Held	
Key Duties assigned	

26.9 Form 9: Financial Bid Format

BOQ FORMAT

Tender Inviting Authority: Vice Chairman, Prayagraj Development Authority

Name of Work:

Name of the Bidder/ Bidding Firm/ Company:					
<u>PRICE SCHEDULE</u> (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)					
NUM BER #	TEXT #	NUMBER #	TEXT #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Unit	Consultancy Fee per Hectare (INR/Ha)	Rate per Hectare In Words
1	2	3	4	5	6
1	Consultancy Fee for Master Planning, Architectural and Design Services for Development of Aerocity at Prayagraj, inclusive of all costs and obligations as specified in the RFP	1.00	Hectare		INR Zero Only
Total in Figures					INR Zero Only
Quoted Rate in Words				INR Zero Only	

Note:

1. The Bidder shall quote a single Consultancy Fee per Hectare (INR/Ha) only.
2. The quoted Consultancy Fee per Hectare shall be inclusive of all costs, expenses, duties, levies, overheads, travel, accommodation, professional charges and all other incidental expenses required for successful completion of the Consultancy, excluding GST, which shall be payable separately as applicable.

3. The quoted Consultancy Fee per Hectare shall remain firm throughout the duration of the Consultancy, except where specifically revised in accordance with the provisions of the Agreement.
4. The Total Consultancy Fee shall be determined based on the accepted Consultancy Fee per Hectare (₹/Ha) multiplied by the actual area assigned/approved by PDA for execution of the Consultancy Services.
5. Financial evaluation shall be carried out on the basis of the Consultancy Fee per Hectare (₹/Ha) quoted by the Bidder.
6. This is an illustrative format; Bidders shall submit their Financial Proposal strictly in the prescribed BoQ format available on the e-procurement portal.

26.10 Form 10: Format for Power of Attorney to Authorize Signatory (Sole Bidder)

POWER OF ATTORNEY

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

We, M/s. (name of the firm or company with address of the registered office) hereby constitute, appoint and authorize Mr. or Ms. (Name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental _____ to _____ our _____ RFP _____ for _____ the _____ (Project name) including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with Prayagraj Development Authority, Indira Bhawan, Civil Lines, Prayagraj, Uttar Pradesh – 211001 (Client) and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

Dated this the day of _____ 2026 (Signature and Name of authorized signatory)

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company) Seal of firm Company

Witness 1: _____ Witness 2: _____

Notes:

- a) To be executed by all the members individually.
- b) 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.

26.11 Form 11: Format of Agreement

FORMAT OF AGREEMENT

(On stamp paper of Rs. 500/-duly notarized)

This agreement is made at Prayagraj on the -----in the year -----
--- between ----- herein after referred to as "THE AGENCY" which
expression shall unless excluded by or repugnant to the contract include its
successors or permitted assigns) of the one part and the Prayagraj Development
Authority their Head Office at Indira Bhawan, Civil Lines, Prayagraj, Uttar Pradesh –
211001 (hereinafter called "THE CLIENT" which expression shall unless excluded by
or repugnant to the context include its successors or assigns) of the other part.

WHEREAS the aforesaid Prayagraj Development Authority has accepted the tender
of the aforesaid contract for ---- year as per ----- dated : -----
hereinafter called "the works" and more particularly described enumerated or referred
to in the specification terms and conditions prescribed in the LOI / LOA letter, covering
letter and other letters and schedule of price which for the purpose of identification
have been signed by ----- on behalf of the Agency and by -----
----- on behalf of Prayagraj Development Authority a list whereof is made out in the
schedule hereunder written and all of which said document are deemed to form part
of this contract and included in the expression "the works" wherever herein used, upon
the terms and subject to the conditions hereinafter mentioned.

AND WHEREAS PRAYAGRAJ DEVELOPMENT AUTHORITY has accepted the
tender of the Agency for the said works for the sum of Rs. ----- (Rupees:
----- only) upon the terms and subject to the conditions herein mentioned.

NOW THIS AGREEMENT WITNESSES AND IT IS HERBY AGREED AND
DECLARED THAT:

1. The agency shall do and perform all works and things in this contract mentioned
and described or which are implied therein or therefrom receptivity or are
reasonably necessary for the completion of the works as mentioned and at the
times, in the manner and subject to the terms, conditions and stipulations
contained in this contract, and in consideration of the due provision, executions,
construction and completion of the works agreed to by the contactors as aforesaid,
Prayagraj Development Authority does hereby covenant with the contactor to pay
all the sums of money as and when they become due and payable to the contactor
under the provisions of the contract. Such payment to be made at such times and
in such manner as is provided by the contract.
2. The condition and covenants stipulated herein before in this contract are subject
to and without prejudice to the rights of Prayagraj Development Authority to
enforce penalty for delays and / or any other rights whatsoever including the rights
to reject and cancel on default or breach by the Agency of the conditions and the

covenants as stipulated in the general conditions, specifications, form, or tender schedule, drawing, etc, attached with PDA LoI / LoA No.: -----

The contract value, extent or supply delivery dates, specifications, and other relevant matters may be altered by mutual agreement and if so altered shall not be deemed or construed to mean or apply to affect or alter other terms and conditions of the contract and the general conditions and the contract so altered or revised shall be and shall always be deemed to have been subject to and without prejudice to said stipulation.

SCHEDULE

List of documents forming part of the contract:

- 1.
- 2.

In witness whereof the parties hereto have set their hands and seals this day and month year first above written.

1. Signed, Sealed and delivered by:

Name: -----

Designation: -----

For and on behalf of -----

In the presence of name, Full address & Signatures.

- i.
- ii.

2. Signed, Sealed and Designation by:

Name: -----

Designation: -----

For and on behalf of Prayagraj Development Authority their Head Office at Indira Bhawan, Civil Lines, Prayagraj, Uttar Pradesh – 211001

Section IV – General Conditions of Contract

27. General Provisions

27.1 Definitions

Unless the context otherwise requires, the following terms shall have the meanings assigned to them below:

- a) **"Authority" or "PDA"** means **Prayagraj Development Authority**, constituted under the Uttar Pradesh Urban Planning and Development Act, 1973, and shall include its successors and permitted assigns.
- b) **"Consultant"** means the firm selected by PDA pursuant to this Request for Proposal (RFP) for providing **Master Planning, Architectural and Design Services for Development of Aerocity at Prayagraj**, and shall include its permitted successors and approved assigns.
- c) **"Agreement" or "Consultancy Agreement"** means the Contract executed between PDA and the Consultant, together with all annexures, appendices, schedules, amendments, addenda and documents forming an integral part thereof.
- d) **"Services" or "Consultancy Services"** means all professional services to be provided by the Consultant under this Agreement, including planning, architectural, urban design, engineering, landscape, mobility, infrastructure planning, preparation of reports, drawings, presentations and all other services specified in the Terms of Reference.
- e) **"Project"** means the proposed **Development of Aerocity at Prayagraj**, including all phases, components, infrastructure, public realm, utility systems and associated developments covered under this Consultancy.
- f) **"Project Area"** means the land identified by PDA for development of the Aerocity, including the finalized **Phase-I** and the indicative planning areas for subsequent phases, as may be modified by PDA from time to time.
- g) **"Project Cost"** means the estimated capital cost of the Project or any component thereof, as approved by PDA and used for determination of the Consultancy Fee under the Percentage Fee-Based Contract.
- h) **"Deliverables"** means all reports, master plans, drawings, maps, GIS databases, CAD files, 3D visualizations, presentations, cost estimates, technical documents and any other outputs required to be submitted by the Consultant under this Agreement.
- i) **"Terms of Reference (TOR)"** means the scope of services, responsibilities, deliverables, timelines and obligations of the Consultant contained in this RFP.
- j) **"Effective Date"** means the date on which the Consultancy Agreement comes into force as specified therein.
- k) **"Letter of Acceptance (LoA)"** means the formal communication issued by PDA expressing its intention to award the Consultancy to the Selected Bidder.

- l) **"Work Plan"** means the implementation schedule, methodology and programme of activities submitted by the Consultant and approved by PDA.
- m) **"Key Personnel"** means the professional experts proposed by the Consultant in its Technical Proposal and approved by PDA for execution of the Consultancy.
- n) **"Proposal"** means the Technical Proposal and Financial Proposal submitted by the Applicant in response to this RFP.
- o) **"Bidder" or "Applicant"** means the consulting firm submitting a Proposal in response to this RFP.
- p) **"RFP"** means this Request for Proposal together with all schedules, annexures, appendices, corrigenda, addenda and amendments issued by PDA.
- q) **"Applicable Law"** means all applicable Acts, Rules, Regulations, Government Orders, Notifications, Guidelines, Development Control Regulations, Building Bye-laws and statutory provisions in force in India and the State of Uttar Pradesh.
- r) **"Force Majeure"** means any event or circumstance beyond the reasonable control of either Party which materially affects the performance of obligations under the Agreement, including but not limited to natural disasters, floods, earthquakes, war, riots, civil commotion, epidemics, pandemics, acts of Government or any similar event.

27.2 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India. Subject to the dispute resolution provisions contained herein, the Courts at Prayagraj, Uttar Pradesh shall have exclusive jurisdiction over matters arising out of this Agreement.

27.3 Language

The Agreement, all correspondence, reports, drawings, deliverables, notices and communications between PDA and the Consultant shall be in the English language.

27.4 Notices

1. Any notice, communication, approval, consent, instruction or request required under this Agreement shall be in writing.
2. Such notices may be delivered by:
 - Registered Post;
 - Speed Post;
 - Courier;
 - Hand Delivery;
 - Official E-mail.

3. Notices shall be deemed to have been received:
 - on the date of delivery if delivered by hand;
 - on the date of receipt if sent by registered post or courier;
 - on the date of transmission if sent through official e-mail.
4. Either Party may change its address for communication by giving written notice to the other Party.

27.5 Authorized Representatives

Each Party shall designate an Authorized Representative for administering the Agreement.

The Authorized Representatives shall be responsible for:

- issuing instructions;
- reviewing deliverables;
- certifying milestones;
- coordinating implementation;
- approving communications; and
- performing such other functions as may be required under the Agreement.

Either Party may change its Authorized Representative by written notice.

27.6 Taxes and Duties

1. The Consultancy Fee quoted by the Consultant shall be deemed to include all applicable taxes, duties, levies, cess and statutory charges, **excluding GST**, unless otherwise specified.
2. Goods and Services Tax (GST), wherever applicable, shall be paid additionally by PDA against submission of valid tax invoices and compliance with applicable statutory provisions.
3. The Consultant shall be solely responsible for payment of all taxes relating to its personnel, subcontractors (if approved), employees and operations.
4. PDA shall deduct Tax Deducted at Source (TDS) and other statutory deductions in accordance with applicable law.

27.7 Fraud and Corruption

The Consultant shall observe the highest standards of ethics during the selection process and throughout execution of the Consultancy.

For the purposes of this Agreement:

- a) **Corrupt Practice** means offering, giving, receiving or soliciting anything of value to improperly influence the actions of any public official.
- b) **Fraudulent Practice** means any misrepresentation, concealment of facts or misleading statement intended to influence the procurement process or execution of the Consultancy.
- c) **Collusive Practice** means any arrangement between two or more Applicants designed to manipulate competition or influence the outcome of the bidding process.
- d) **Coercive Practice** means impairing or threatening to impair any person or property to influence participation in the procurement process or execution of the Agreement.
- e) **Obstructive Practice** means deliberately destroying, falsifying or concealing evidence relating to the procurement process or the performance of the Consultancy.

27.8 Measures Against Fraud and Corruption

If PDA determines at any stage that the Consultant has engaged in any corrupt, fraudulent, collusive, coercive or obstructive practice, PDA may, without prejudice to any other rights available under law or this Agreement:

- a) reject the Proposal;
- b) terminate the Consultancy Agreement;
- c) forfeit the Performance Security;
- d) recover losses and damages suffered by PDA;
- e) declare the Consultant ineligible for future assignments with PDA for such period as may be determined by the competent authority; and
- f) initiate any other civil, criminal or administrative proceedings permissible under applicable law.

The decision of PDA in this regard shall be without prejudice to any legal remedies available under the applicable laws of India.

28. Obligations of the Consultant

28.1 General Obligations

1. The Consultant shall perform the Consultancy Services with the highest standards of professional competence, diligence, efficiency and integrity, in accordance with generally accepted professional practices applicable to urban planning, architecture, engineering and infrastructure consultancy services.
2. The Consultant shall carry out the Services in accordance with the provisions of this Agreement, the Terms of Reference (TOR), applicable laws, regulations, standards, codes, guidelines and directions issued by PDA from time to time.

3. The Consultant shall act at all times as an independent professional advisor to PDA and shall safeguard the legitimate interests of PDA in all matters relating to the Consultancy.
4. The Consultant shall ensure that all Services are performed by suitably qualified, experienced and competent personnel possessing the necessary professional qualifications and expertise.

28.2 Standard of Performance

1. The Consultant shall exercise the degree of skill, care and diligence ordinarily exercised by internationally and nationally recognized professional consultants undertaking assignments of a similar nature and complexity.
2. All reports, drawings, plans, calculations, designs, estimates, presentations and other Deliverables shall be technically sound, internally consistent, complete and suitable for the intended purpose.
3. The Consultant shall be responsible for the quality, accuracy and completeness of all Deliverables submitted under the Consultancy.
4. Approval or review of any Deliverable by PDA shall not relieve the Consultant of its professional responsibility for the correctness and adequacy of the Services.

28.3 Duties and Responsibilities

The Consultant shall, inter alia:

- a) collect, review and analyse all information relevant to the Project;
- b) utilize the Topographic Survey Report and other base information provided by PDA for preparation of planning and design proposals;
- c) undertake site visits, reconnaissance surveys and stakeholder consultations;
- d) prepare all reports, drawings, plans and design proposals specified in the Terms of Reference;
- e) coordinate with Government Departments, statutory authorities, utility agencies and other stakeholders, as directed by PDA;
- f) make presentations before PDA and other authorities whenever required;
- g) incorporate observations and comments received from PDA in the Deliverables;
- h) provide all clarifications required during review and approval of the Deliverables; and
- i) perform all incidental activities necessary for successful completion of the Consultancy.

28.4 Deployment of Key Personnel

1. The Consultant shall deploy the Key Personnel proposed in its Technical Proposal in accordance with the approved deployment schedule.
2. Key Personnel shall not be replaced without the prior written approval of PDA.
3. Any replacement shall possess qualifications and experience equal to or better than those of the originally proposed expert.
4. PDA reserves the right to require replacement of any Key Personnel whose performance is found to be unsatisfactory.

28.5 Confidentiality

1. The Consultant shall maintain strict confidentiality of all information, documents, reports, drawings, digital data, correspondence and other materials received from or generated for PDA during execution of the Consultancy.
2. The Consultant shall not disclose such information to any third party without prior written approval of PDA except where disclosure is required under applicable law.
3. These obligations shall survive expiry or termination of the Agreement for a period of **two (2) years**.

28.6 Intellectual Property Rights

1. All Deliverables prepared under this Consultancy, including but not limited to:
 - Master Plans;
 - Urban Design Plans;
 - Architectural Drawings;
 - CAD Files;
 - GIS Database;
 - BIM Models (where applicable);
 - Reports;
 - Presentations;
 - Landscape Plans;
 - Infrastructure Plans;
 - Cost Estimates;
 - Maps;
 - Renderings;

- Visualizations;
- Photographs; and
- Digital Data,

shall become the exclusive property of PDA upon acceptance and payment of the respective Deliverables.

2. PDA shall have unrestricted rights to use, reproduce, modify, publish or utilize the Deliverables for implementation of the Project without any additional payment to the Consultant.
3. The Consultant shall not publish, reproduce or use the Deliverables for any purpose without prior written approval of PDA.

28.7 Quality Assurance

1. The Consultant shall establish an internal quality assurance mechanism for review of all Deliverables before submission.
2. All Deliverables shall undergo technical review by senior professionals of the Consultant prior to submission.
3. The Consultant shall ensure consistency between all reports, drawings, calculations and estimates.

28.8 Compliance with Applicable Laws

The Consultant shall comply with all applicable:

- Acts;
- Rules;
- Regulations;
- Government Orders;
- Building Bye-laws;
- Development Control Regulations;
- National Building Code;
- Indian Standards (IS Codes);
- Environmental Regulations; and
- all other statutory provisions applicable to the Project.

28.9 Record Keeping

The Consultant shall maintain complete records relating to the Consultancy, including technical documents, calculations, working papers, correspondence and digital files, throughout the duration of the Contract and for a period of **three (3)**

years thereafter, and shall make such records available to PDA upon reasonable request.

28.10 Meetings and Coordination

The Consultant shall ensure regular coordination with PDA and participate in all review meetings, stakeholder consultations, workshops, site visits and presentations required for successful execution of the Consultancy.

28.11 Conflict of Interest

The Consultant shall avoid any situation that may give rise to an actual, potential or perceived conflict of interest during execution of the Consultancy.

The Consultant shall immediately disclose any such conflict to PDA and shall comply with the directions issued by PDA for its resolution.

28.12 Professional Responsibility

The Consultant shall remain solely responsible for the technical accuracy, completeness, feasibility and professional quality of all planning proposals, drawings, reports, designs and recommendations submitted under this Consultancy.

Neither review, comments, approval nor acceptance by PDA shall absolve the Consultant from its professional responsibility or liability arising from errors, omissions or deficiencies in the Services.

28.13 Assistance During Statutory Approvals

The Consultant shall provide all technical clarifications, presentations, revised drawings, supporting documents and professional assistance required by PDA for obtaining approvals from competent authorities and for facilitating implementation of the Project, to the extent covered under the Terms of Reference.

28.14 Cooperation and Good Faith

The Consultant shall at all times cooperate fully with PDA, Government Departments, statutory authorities and other agencies associated with the Project and shall perform the Consultancy in good faith, maintaining transparency, professionalism and responsiveness throughout the duration of the assignment.

29. Obligations of PDA

29.1 General Obligations

1. PDA shall provide reasonable assistance, coordination, and support to the Consultant for carrying out the Consultancy Services in accordance with the provisions of the Agreement.
2. PDA shall nominate an Authorized Representative or Project Officer who shall act as the primary point of contact for coordination, review of deliverables, and communication with the Consultant.

3. PDA shall facilitate coordination with Government Departments, statutory authorities, utility agencies and other stakeholders, wherever such coordination is required for successful execution of the Consultancy.

29.2 Provision of Information and Data

1. PDA shall make available to the Consultant, to the extent available, all relevant reports, records, studies, maps, land details, statutory planning documents, utility information, and other project-related information necessary for execution of the Consultancy.
2. PDA shall provide the available **Topographic Survey Report** and other base survey information pertaining to the Project Area. The Consultant shall utilize the same for preparation of the Master Plan, architectural proposals, infrastructure planning and other deliverables under the Consultancy.
3. PDA shall not be responsible for the completeness or accuracy of data obtained by the Consultant from sources other than those officially provided by PDA.

29.3 Access to Project Area

1. PDA shall facilitate access to the Project Area, Government records and relevant offices, to the extent necessary for execution of the Consultancy.
2. Where entry into land or premises owned by other Government Departments, private entities or individuals is required, PDA shall extend reasonable assistance in facilitating such access, wherever feasible.
3. The Consultant shall comply with all security instructions, safety requirements and applicable regulations while undertaking site visits.

29.4 Review and Approval of Deliverables

1. PDA shall review the reports, drawings, plans and other deliverables submitted by the Consultant within a reasonable period and communicate its observations, comments or approval.
2. The Consultant shall suitably address the observations communicated by PDA and resubmit the revised deliverables within the agreed timelines.
3. Review, comments or approval by PDA shall not relieve the Consultant of its responsibility for the technical accuracy, completeness or quality of the Services.

29.5 Decisions and Approvals

1. PDA shall endeavour to provide decisions, approvals, comments and directions required for execution of the Consultancy in a timely manner.
2. In case any approval depends upon another Government Department or statutory authority, PDA shall extend reasonable assistance in obtaining such

approvals; however, delays attributable to such external agencies shall not be deemed to be the responsibility of PDA.

29.6 Payments

1. Subject to satisfactory completion and acceptance of the respective milestones, PDA shall release payments to the Consultant in accordance with the milestone-based payment schedule specified in the Agreement.
2. Payments shall be made after submission of valid invoices, supporting documents and certification of the respective deliverables by the Authorized Representative of PDA.
3. PDA shall be entitled to withhold or deduct payments in accordance with the provisions of the Agreement in case of deficiencies, delays, penalties or other recoveries.

29.7 Assistance in Stakeholder Coordination

PDA shall facilitate, wherever necessary, meetings, presentations and consultations with Government Departments, statutory authorities, utility agencies, local bodies and other stakeholders to enable the Consultant to effectively discharge its responsibilities under the Consultancy.

29.8 Ownership and Use of Deliverables

PDA shall have the unrestricted right to use, reproduce, modify, publish, distribute or utilize the reports, drawings, plans, GIS databases, CAD files, presentations and other deliverables prepared under the Consultancy for implementation of the Project or any related purpose, subject to the provisions of the Agreement.

29.9 Good Faith

PDA shall act in good faith in discharging its obligations under the Agreement and shall extend reasonable cooperation to the Consultant to facilitate timely completion of the Consultancy.

29.10 Limitation of PDA's Obligations

Nothing contained in this Agreement shall be construed as requiring PDA to provide information, approvals or assistance that is not available with or within the lawful authority of PDA. The Consultant shall remain responsible for independently verifying all technical, planning and statutory aspects necessary for successful execution of the Consultancy.

30. Performance Standards

30.1 General Performance Requirements

1. The Consultant shall perform the Consultancy Services in accordance with the highest standards of professional competence, diligence, efficiency and integrity, consistent with internationally and nationally accepted practices

applicable to urban planning, architecture, engineering and design consultancy assignments.

2. The Consultant shall ensure that all Services are performed in accordance with:

- the provisions of this Agreement;
- the Terms of Reference (TOR);
- the approved Work Plan;
- applicable laws, regulations, standards and guidelines; and
- directions issued by PDA from time to time.

3. The Consultant shall be responsible for timely completion of the Consultancy and achievement of all milestones specified in the Agreement.

30.2 Quality of Deliverables

1. All reports, master plans, drawings, architectural designs, infrastructure plans, GIS databases, CAD drawings, presentations, estimates and other Deliverables shall:

- be technically sound and internally consistent;
- conform to accepted professional standards;
- be complete and accurate;
- be suitable for implementation;
- comply with applicable statutory requirements; and
- meet the requirements specified in the Terms of Reference.

2. The Consultant shall ensure that all Deliverables are subjected to internal technical review and quality assurance prior to submission to PDA.

30.3 Timely Performance

1. The Consultant shall adhere to the milestone schedule and timelines approved by PDA.

2. Any anticipated delay shall be promptly communicated to PDA together with the reasons for such delay and the proposed mitigation measures.

3. Failure to adhere to the approved schedule without reasonable justification may attract Liquidated Damages or other contractual remedies as provided in this Agreement.

30.4 Review and Acceptance of Deliverables

1. PDA shall review each Deliverable submitted by the Consultant and communicate its observations, comments or approval within a reasonable period.

2. The Consultant shall address all comments communicated by PDA and submit revised Deliverables within the time specified by PDA or mutually agreed between the Parties.
3. The review or acceptance of any Deliverable by PDA shall not relieve the Consultant of its professional responsibility for the technical accuracy, completeness or adequacy of the Services.
4. A Deliverable shall be considered complete only after it has been accepted in writing by PDA.

30.5 Meetings, Presentations and Coordination

1. The Consultant shall actively participate in review meetings, presentations, workshops, stakeholder consultations and site visits convened by PDA during the course of the Consultancy.
2. The Consultant shall ensure the participation of the Team Leader and relevant Key Personnel during such meetings.
3. The Consultant shall prepare and submit presentations, reports, agenda notes, drawings and Minutes of Meeting (MoM), wherever required by PDA.

30.6 Responsiveness

1. The Consultant shall promptly respond to all communications, observations and directions issued by PDA.
2. Clarifications sought by PDA shall ordinarily be provided within the period specified by PDA or within a reasonable time, depending upon the nature of the query.

30.7 Performance Monitoring

1. PDA shall monitor the Consultant's performance throughout the duration of the Consultancy based on, inter alia:
 - adherence to approved timelines;
 - quality and completeness of Deliverables;
 - deployment and availability of Key Personnel;
 - responsiveness to observations;
 - coordination with stakeholders;
 - compliance with contractual obligations; and
 - overall progress of the Consultancy.
2. PDA may periodically review the Consultant's performance and communicate any deficiencies requiring corrective action.

30.8 Corrective Measures

1. Where PDA determines that any Deliverable or Service does not conform to the requirements of the Agreement or the Terms of Reference, PDA may direct the Consultant to revise, modify, supplement or re-submit the Deliverable without any additional cost.
2. The Consultant shall comply with such directions within the period specified by PDA.
3. Repeated failure to meet the required performance standards may constitute a material breach of the Agreement and may result in imposition of Liquidated Damages, withholding of milestone payments, replacement of Key Personnel, termination of the Agreement or any other action permissible under the Contract.

30.9 Design Responsibility

The Consultant shall remain fully responsible for the technical accuracy, functionality, feasibility and quality of all planning proposals, architectural concepts, engineering recommendations, cost estimates and other Deliverables prepared under this Consultancy. Review, comments or approval by PDA shall not absolve the Consultant from its professional responsibilities or liabilities arising from errors, omissions or deficiencies in the Services.

30.10 Continuous Improvement

The Consultant shall proactively identify opportunities for improving the quality, sustainability, efficiency and implement ability of the Project and shall recommend appropriate planning, architectural, engineering and technological solutions that are in the best interest of the Project, without any additional cost to PDA unless otherwise approved through a formal amendment to the Agreement.

31. Liquidated Damages & Penalties

31.1 Liquidated Damages

1. If the Consultant fails to perform the Services in accordance with the timelines, milestones, deliverables, or other obligations specified under the Consultancy Agreement, PDA shall be entitled to levy Liquidated Damages (LD) without prejudice to any other rights or remedies available under the Agreement or applicable law.
2. Liquidated Damages may be imposed in respect of, but shall not be limited to:
 - a) delay in mobilization of the Key Personnel;
 - b) delay in submission of reports, drawings, plans, designs or other Deliverables;
 - c) failure to achieve the approved milestone schedule;
 - d) failure to attend meetings, presentations or stakeholder consultations as directed by PDA;

- e) delay in incorporating observations or comments communicated by PDA; or
 - f) any other delay attributable solely to the Consultant.
3. Liquidated Damages shall be levied at the rate of 1% (One Percent) of the corresponding milestone payment for every week or part thereof of delay, subject to a maximum of 10% (Ten Percent) of the total Consultancy Fee.
 4. Where the delay continues beyond the maximum limit specified above, PDA may, in addition to recovery of Liquidated Damages, take such action as may be considered appropriate under the provisions of the Agreement, including termination of the Consultancy and encashment of the Performance Security.

31.2 Performance Penalties

Without prejudice to the Liquidated Damages specified above, PDA may impose appropriate performance-related penalties in the following circumstances:

Sl. No.	Performance Deficiency	Performance Requirement	Action / Penalty
1	Delay in submission of any milestone deliverable	Submission within approved timeline	Liquidated Damages @ 1% of corresponding milestone payment per week, subject to maximum 10%
2	Submission of incomplete or technically deficient Deliverables	Deliverables shall comply with the TOR and observations of PDA	Consultant shall revise and resubmit the Deliverables without additional cost. Milestone payment may be withheld until acceptance.
3	Failure to deploy or maintain approved Key Personnel	Deployment in accordance with approved Work Plan	PDA may direct replacement of personnel and withhold milestone payment until compliance.
4	Absence of Key Personnel during scheduled review meetings or presentations without prior approval	Mandatory participation as required by PDA	PDA may issue a warning and require immediate compliance. Repeated instances may attract withholding of milestone payments.
5	Failure to incorporate comments communicated by PDA within the stipulated time	Timely incorporation of observations	PDA may withhold certification of the milestone until satisfactory compliance.
6	Persistent non-performance, repeated contractual defaults or	Continuous satisfactory performance	May result in termination of the Agreement, forfeiture of Performance Security and

	material breach of the Agreement		other actions permissible under the Contract.
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31.3 Exemptions

No Liquidated Damages or penalties shall be imposed where the delay or deficiency is directly attributable to:

- a) delay in review, approval or decision by PDA;
- b) delay caused by Government Departments or statutory authorities, where the Consultant has acted diligently;
- c) approved modification in the Scope of Services;
- d) Force Majeure events; or
- e) any other reason determined by PDA to be beyond the reasonable control of the Consultant.

31.4 Recovery of Liquidated Damages

1. Liquidated Damages and other contractual recoveries may be deducted from:
 - milestone payments;
 - any other amounts due to the Consultant; or
 - the Performance Security, where necessary.
2. Recovery of Liquidated Damages shall not relieve the Consultant from its obligation to complete the Consultancy in accordance with the Agreement.

31.5 Maximum Liability for Delay

The aggregate Liquidated Damages recoverable under this Clause shall not exceed 10% of the total Consultancy Fee.

Where the maximum limit of Liquidated Damages is reached and the Consultant continues to be in default, PDA shall have the right to terminate the Consultancy Agreement, invoke the Performance Security and adopt any other contractual or legal remedy available under the Agreement.

31.6 Right to Remedy Deficiencies

Before imposing any penalty other than for delays measurable against the approved schedule, PDA shall ordinarily provide the Consultant with a written notice identifying the deficiency and requiring corrective action within a reasonable period. Failure to rectify the deficiency within the stipulated time may result in imposition of the applicable penalties or other contractual remedies.

32. Insurance

32.1 Insurance Requirements

1. The Consultant shall, at its own cost and expense, obtain and maintain throughout the duration of the Consultancy such insurance policies as are

required under applicable laws and as may be reasonably necessary for the performance of the Services.

2. The Consultant shall maintain, wherever applicable:
 - Professional Indemnity Insurance;
 - Workmen Compensation Insurance;
 - Employee Compensation Insurance;
 - Third Party Liability Insurance; and
 - any other insurance required under applicable law.
3. The Consultant shall ensure that all personnel deployed for the assignment are adequately covered under the applicable insurance policies.
4. Upon request by PDA, the Consultant shall furnish copies of the relevant insurance policies or certificates evidencing such coverage.
5. Failure to maintain the required insurance shall constitute a material breach of the Agreement.

33. Dispute Resolution

33.1 Amicable Settlement

1. The Parties shall endeavour to resolve amicably any dispute, controversy or claim arising out of or relating to this Agreement, including its interpretation, performance, breach or termination.
2. Either Party may notify the other Party in writing of the existence of a dispute.
3. The Parties shall make reasonable efforts to resolve the dispute through mutual consultation within 30 (Thirty) days from the date of such notice.

33.2 Arbitration

1. If the dispute is not resolved through amicable settlement, either Party may refer the dispute to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.
2. The arbitral tribunal shall consist of a sole Arbitrator to be appointed by mutual consent of the Parties. In the event the Parties fail to agree upon the appointment of the Arbitrator, the appointment shall be made in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
3. The seat and venue of arbitration shall be Prayagraj, Uttar Pradesh.
4. The arbitration proceedings shall be conducted in the English language.
5. The arbitral award shall be final and binding upon both Parties.

33.3 Jurisdiction

Subject to the arbitration provisions contained herein, the courts at Prayagraj, Uttar Pradesh shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

34. Exit Management

1. Upon expiry or termination of the Consultancy Agreement, the Consultant shall ensure an orderly and seamless transition of the Services.
2. The Consultant shall, within the period specified by PDA, hand over all Project-related documents and materials including, but not limited to:
 - Master Plans;
 - Reports;
 - Drawings;
 - CAD files;
 - GIS databases;
 - Cost estimates;
 - Presentations;
 - 3D visualizations;
 - Survey data received from PDA;
 - Working papers;
 - Digital records; and
 - all other Deliverables prepared under the Consultancy.
3. The Consultant shall provide all reasonable assistance and clarifications necessary for continuation of the Project by PDA or any agency nominated by PDA.
4. The Consultant shall not retain or withhold any Project-related information on account of any pending payment or dispute.
5. All activities relating to Exit Management shall be completed within 30 (Thirty) days from the date of expiry or termination of the Consultancy Agreement, unless otherwise directed by PDA.
6. The cost of complying with the Exit Management obligations shall be deemed to be included in the Consultancy Fee and no separate payment shall be admissible.

35. Limitation of Liability

1. Except in cases of fraud, wilful misconduct, gross negligence, breach of confidentiality, or infringement of intellectual property rights, the aggregate liability of the Consultant arising out of or in connection with this Agreement shall not exceed the total Consultancy Fee actually paid to the Consultant under this Agreement.

2. Neither Party shall be liable to the other for any indirect, incidental, consequential, special or punitive damages, including loss of profit, loss of business opportunity or loss of anticipated revenue, whether arising in contract, tort or otherwise.
3. The limitations specified above shall not apply to liabilities arising from:
 - fraud;
 - wilful misconduct;
 - gross negligence;
 - breach of confidentiality obligations;
 - infringement of intellectual property rights; or
 - any liability which cannot be limited under applicable law.

36. Indemnity

1. The Consultant shall indemnify, defend and hold harmless PDA, its officers, employees and representatives from and against any claims, demands, losses, damages, liabilities, costs and expenses arising out of:
 - a) breach of the provisions of the Agreement;
 - b) negligence, omission or default of the Consultant;
 - c) infringement of any intellectual property rights of third parties;
 - d) non-compliance with applicable laws;
 - e) fraud, wilful misconduct or unlawful acts committed by the Consultant or its personnel.
2. The Consultant shall not be liable for any claim arising solely due to acts or omissions of PDA.
3. PDA shall promptly notify the Consultant of any claim for which indemnification is sought and shall provide reasonable assistance in the defence of such claim.
4. The obligations under this Clause shall survive expiry or termination of the Agreement.

37. Miscellaneous Provisions

37.1 Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to the Consultancy and supersedes all prior communications, negotiations and understandings relating thereto.

37.2 Amendment

No amendment or modification of this Agreement shall be valid unless made in writing and duly signed by the authorized representatives of both Parties.

37.3 Waiver

Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of that provision or of any other provision of the Agreement.

37.4 Severability

If any provision of this Agreement is held to be invalid or unenforceable by a court or tribunal of competent jurisdiction, the remaining provisions shall continue to remain valid and enforceable.

37.5 Assignment

The Consultant shall not assign, transfer or otherwise dispose of any of its rights or obligations under this Agreement without the prior written approval of PDA.

37.6 Relationship of the Parties

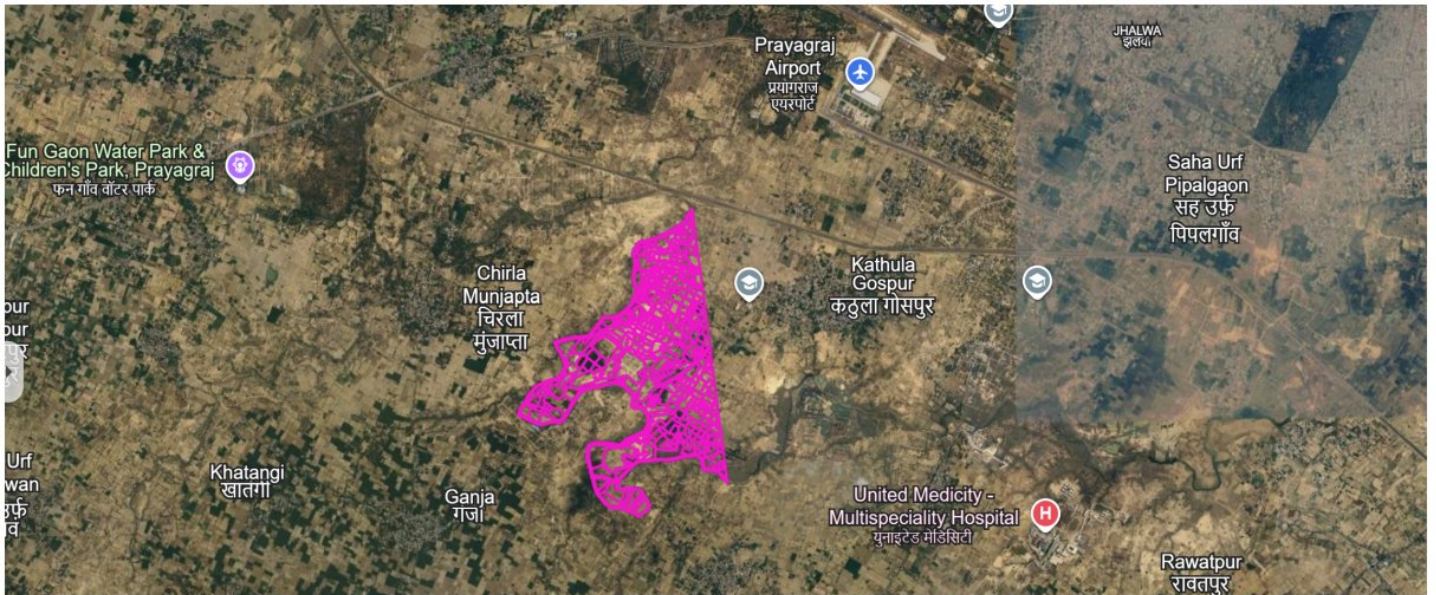
Nothing contained in this Agreement shall be construed as creating a relationship of employer and employee, principal and agent, partnership or joint venture between PDA and the Consultant. The Consultant shall at all times act as an independent professional entity.

37.7 Survival

The provisions relating to confidentiality, intellectual property rights, indemnity, limitation of liability, dispute resolution and such other clauses as by their nature are intended to survive shall continue to remain in force notwithstanding expiry or termination of this Agreement.

37.8 Counterparts

The Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.



Signature Not Verified

Digitally signed by Praveen Kumar Yadav
Date: 2026.08.21 15:29:28 IST
Location: Uttar Pradesh-UP