

PATIALA DEVELOPMENT AUTHORITY (P.D.A.)

**REQUEST FOR PROPOSAL
FOR
HIRING OF LAND ACQUISITION FACILITATING CONSULTANT
(LAFC)**

**LAND ACQUISITION COLLECTOR
PATIALA DEVELOPMENT AUTHORITY
PUDA COMPLEX,
URBAN ESTATE, PHASE II, PATIALA - 147002**

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DISCLAIMER

- Though adequate care has been taken in the preparation of this Tender Document, yet it would be the responsibility of the Consultancy Company (bidder) submitting proposal in response to this RFP to satisfy itself that the Document is complete in all respects.
- Neither PDA nor its employees will have any liability to any prospective Consultancy Company or any other person under the law of contract with regard to expense or damage which may arise from or incurred or suffered in connection with anything contained in this RFP Document, any matter deemed to form part of this RFP Document, the award of the Assignment, the information and any other information supplied by or on behalf of PDA or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment.
- PDA reserves the right to reject any or all the Proposals submitted in response to this RFP at any stage without assigning any reasons, whatsoever. PDA also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Proposal.
- PDA reserves the right to change / modify / amend any or all of the provisions of this RFP Document.

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SECTION I-INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

PDA has been set up with an objective of achieving balanced development through equitable urban development as well as creation of world class infrastructure at Patiala and adjoining region. This region has been envisaged as an area with Heritage richness serve up as a perfect blend of history, culture, art and craft. It is the fourth largest city in the state and is the administrative capital of Patiala district which has resulted in the development of vast network of roads with emphasis on planned development of the region so as to provide quality residential, commercial as well as industrial infrastructure including road and sewerage, electricity and other world class modern amenities so as to attract investments in the region. PDA further plans to bring into existence more such Urban Estates in the vicinity of Patiala and adjoining region to provide the people of Punjab a residence with world class facilities just minutes away from basic infrastructural amenities like Railway Station, Bus Stand, Market Places etc.

The Master Plan for Patiala and its adjoining districts have been prepared and notified resulting in a lot of investment by the private sector in this area of the State of Punjab. A lot of work pertaining to development of critical infrastructure such as roads, sewerage, storm water drainage, etc. has to be undertaken by PDA for which acquisition of land is the most critical part. Furthermore, PDA is intended to carry out land acquisition for urban estates along with Master Plan Roads in different phases as per provisions of New Land Acquisition Act 2013.

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In the past, PDA has developed Urban Estates in the areas of District Patiala, Sangrur, Fatehgarh sahib and Barnala.

Government of India has enacted The Right to Fair Compensation and Transparency in Land Acquisition and Rehabilitation and Resettlement Act 2013(hereinafter referred as New Land Acquisition Act 2013) on 1st January 2014. As per new Land Acquisition Act 2013, SIA needs to be carried out before initiating process of preliminary notification of the land acquisition. Further Rehabilitation and Resettlement Scheme is to be prepared before declaration of acquisition under section 19. Though PDA has its own Land Acquisition wing but the strength of the staff does not match with the quantum of work, hence, there is a need to accelerate the acquisition process through outsourcing some of the facilitation works. Accordingly, in order to accelerate the acquisition process through outsourcing some of the facilitation work relating to land acquisition, PDA intends to hire Land Acquisition Facilitating Consultant (LAFC) for meeting its requirements.

2. SCOPE OF PROJECT:

Acquisition of land proposed to be acquired falling under the jurisdiction of Patiala development authority (P.D.A.)

3. BID PROCESS

(i) This proposal is invited under **single stage two-bid system**. The bids should be submitted in two separate envelopes / packets and both packets put together in one single outer envelope/packet. The two packets shall be marked as under:

Packet 1: Technical Bid (including EMD)

Packet 2: Financial Bid (Price bid only)

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- (ii) On the date specified in the tender notice, the envelope of all bidders will be opened in the presence of bidders' representative, who may witness opening of bids. During opening availability of both the envelopes (packet 1 & 2) shall be examined.
- (iii) Financial Proposal (Price Bids) of technically qualified bidder(s) shall be opened on pre-determined date, time and venue. Bidders, whose financial proposals shall be opened, will be intimated in advance for being present during the opening of bids. (iv) Bid document is non-transferable. Bidders shall submit original bid document bearing serial numbers, name written on it and duly signed by the issuing authority of PDA to the bidders. Any discrepancy observed shall call for rejection of the bid. Bids received from bidders in whose name Bidding Document has been issued shall only be considered.
- (iv) No extension in the due date shall be considered on account of delay in receipt of Bid Document by post. PDA shall not be responsible for not reaching / blank Bid document dispatched by PDA at the request of the bidder(s).
- (v) The bidders shall keep their offer open for a minimum period of 120 days from the due date, which may be extended further, if required at the request of PSDA from time to time. Any contravention of the above condition shall make the bidder liable for forfeiture of his earnest money deposit. The bidders cannot withdraw their offer within the validity period / extended validity period.
- (vi) Proposal should contain two envelopes which will be contained in one outer envelope. These envelopes should be marked on top of envelope "Technical Proposal" and "Financial Proposal (Price Bid Only)". Technical envelope should contain EMD, certificates, letter of Award, CV and any other

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documents related to technical proposal. Financial envelope should contain financial proposal i.e. price bid only (section 7).

(vii) Each page of Bid must be signed and sealed by the bidder or its authorized representative in whose name power of attorney is issued. In such case, a copy of power of attorney shall be enclosed. Bids should be submitted in one sealed outer envelope super-scribed as follows:

Tender notice no.:-

Name of work:-

Date & Time of opening of Bid:-

Name & Address of Bidder:-

(viii) Bidders are required to give unconditional offers. A conditional offer shall be liable for rejection.

4. TIME FOR SUBMISSION OF BIDS

(i) Sealed proposals must be received
_____ in the manner as specified in this RFP
at the address given below:

**LAND ACQUISITION COLLECTOR, ROOM NO. 102,
PATIALA DEVELOPMENT AUTHORITY
PUDA COMPLEX,
URBAN ESTATE, PHASE II, PATIALA - 147002**

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- (i) In case, the Bidders want any other information or any communication regarding this Bid, the same can also be collected from the above address.
- (ii) The total time for completion of work shall be of two years from the date of signing of the formal contract between PDA and the successful bidders.

Please note that time is the essence of the Contract, and efforts should be made to complete within time.

- (iii) The Consultancy contract between successful bidder and PDA will be governed by General Conditions of Contract (GCC) for Consultancy Contract, which shall be given to the successful bidder.

5. EARNEST MONEY DEPOSIT

All Bids must be accompanied by a Earnest Money Deposit of **Rs.50,000/-(Rupees Fifty Thousand Only)** in the form of a Demand Draft in favour of 'LAND ACQUISITION COLLECTOR, PDA, PATIALA' drawn on any scheduled Bank payable at Patiala. The draft pertaining to EMD shall be placed in the same packet marked 'Technical Bid'

Any Bid received without Earnest Money shall be summarily rejected. No interest shall be payable on the EMD so long retained in PDA.

Earnest money is liable for forfeiture in following conditions:-

- On revocation of tender due to increase in rate by the bidder after opening of the tender within validity of period,

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- On refusal to accept the work order / Letter of Acceptance after the contract is awarded.
- If the work is not commenced by the stipulated date.
- EMD of unsuccessful bidder(s) shall be refunded within reasonable time.

6. QUALIFICATION CRITERIA

- (i) The Bidder must be a registered and reputed Company with at least five years of experience in the land acquisition facilitation with demonstrable skills in the areas of land acquisition, Social Impact Assessment, resettlement and rehabilitation.
- (ii) The Bidder must have been awarded atleast five acquisition facilitation work either single or in joint venture from any Government Department or any Organization owned by Government of India or its PSU, State Government or its PSU, in the last five year. As a proof of this, the bidder must submit a copy of the letter of award of work from such Government Department / Organization.
- (iii) The Bidder must have one social expert cum R&R specialists with a minimum of 15 years of work experience in Social Impact Assessment R&R, LA with excellent skills in writing and speaking English as well as who is well conversant with the provisions of new Land Acquisition Act 2013 . The social expert must have experience in assisting SIA work under new land Acquisition Act 2013. .For this purpose any letter of Government showing participation in SIA work should be submitted by the bidder.
- (iv) The Bidder must have an operating office in the state of Punjab/Chandigarh.

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(v) The bidder should submit requisite papers from Govt. Departments/Organization which had deployed the consultant and a certificate of satisfactory completion of work. Failure to produce such document will summarily call for disqualification of the bidder

(vi) For working out the total contractual amount received by the Bidder, either of the following documents will be relied upon

- Certificate from the Government employer/work order,

OR

- Audited Balance sheet duly certified by the Chartered Accountant,

OR

- A copy of return filed with IT department duly certified with CA.

(vii) A Consultant firm may apply individually or as a Joint Venture Association. In case of Joint Venture Association, a maximum of 2 (two) consultant firms are permitted. They should also submit proof of JV along with the technical bid.

7. RIGHT TO REJECT ANY/ALL OF THE BIDS

Land Acquisition Collector, PDA reserves the right to accept or reject the highest bid or withdraw at any stage without assigning any reasons.

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SECTION II-TERMS OF REFERENCE

1. Social Impact Assessment and Preparation of Preliminary Notification

The consultant shall assist in carrying out Social Impact Assessment of the proposed acquisition to agency notified by the State Government. After completion of SIA and appraisal of the report by expert group, the consultant shall prepare final notification under section 11 of the new Land Acquisition Act, 2013. The activities includes are:

- Collect photocopies of Village Revenue Maps from the Revenue Department
- Collect Engineering Design/Master Plan
- Superimpose Designs on Village Revenue Maps
- Verify each rectangle/khasra number under question in the field
- Delineate and estimate the exact area to be acquired on Plan where land acquisition is proposed,
- Submission of the land acquisition details to the SIA agency
- Disclosure as per various section of New Land Acquisition Act 2013,
- Collect land ownership details from the concerned Tehsil Office
- Submission of final preliminary notification under section 11 along with Land Acquisition Plan to Land Acquisition Collector.

2. Preparation of notification under section 11 & 19

The new Land Acquisition Act 2013 has provision of preparation of Rehabilitation & Resettlement Scheme along with issuance of declaration of the

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acquisition under section 19 of the said Act 2013. Following activities are to be undertaken:

- Preparation of draft notification u/s 11(1)
- Disclosure as per section 12 of the New LA Act 2013
- Record objections under section 15 of the Land Acquisition Act 2013
- Distribution of individual notices to the land owners about the Measurement of survey of their land/plot/houses
- Distribution of individual notices to the land owners about the date of objection / land acquisition proceeding under section 15 of the New LA Act 2013
- Preparation of reply of objections
- Assistance to the Land Acquisition Collector in hearing of objections
- Preparation of Rehabilitation and Resettlement Scheme
- Preparation of Draft declaration as per requirement of section 19 of the Act *ibid.*

3. Preparation of Compensation and Rehabilitation and Resettlement Award as per Section 26 & 31

The fixation of market price & compensation of land and other properties being acquired is to be made as per provision of section 26 of the LA Act 2013.. However, for determination of compensation the Land Acquisition Collector has to consider the rates on which sale of land in the concerned revenue village and area surrounding it was registered in the last three year as per guidelines

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envisaged in the Act. The following activities would be required to be undertaken:

- Assistance in collection and preparation of sale deed of the last three years and marking the same on the aks-sajra plan vis a vis land under acquisition.
- Assistance in fixing the rate (Preparation of complete file) to Land Acquisition Collector.
- Assistance in joint inspection of acquired land along with official of Land Acquisition Collector, Revenue department, PDA and Villagers.
- Preparation of Rehabilitation and Resettlement Award.
- Demarcation of acquired Land and Taking of Possession.
- Assistance in demarcation of land boundary as per area acquired.

4. Preparation of Tatima of the plot

- Survey of acquired and affected structures and trees for valuation through PDA.
- Re-establishing tatima in the field by making measurement and survey of each rectangle / khasra number.
- Demarcation of acquired land on ground and submission of plan after demarcation.

5. Disbursement of Compensation

Timely disbursement of compensation is one of the major challenges under facilitation because land records in the villages are not updated on time, transfer of land could not be recorded because the properties are inherited, persons living abroad and prevalence of unrecorded tenure. Under such circumstances disbursing cheque's to the actual owner will require following activities:-

- Updating land record with the help of Patwaris / HalkaPatwaris.

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- Public Consultation and sensitization of people about the requirement of actual owner of properties.
- Distribution of cheques in public meetings in villages as per instruction of the Collector .
- Preparation of Chakota from Land Pooling area and calculation of Chakota per acre of individual land owners

In case of land pooling, preparation of detailed land pooling plan in consultation with PDA; seeking applications from the land owners and their compilations; preparing the compiled statement and putting it on the website inviting objections from the land owners; preparation of Letters of Intent and their disbursement to the landowners, finalizing the land pooling component of each land owner for onward submission of Estate Officer, PDA.

6. Possession of land

After disbursement the land will be acquired, demarcated and land will be transferred in the name of PDA in the revenue record. All kinds of assistance for updation of revenue record as well as taking possession from the landowners and handing over the same to the Estate Officer, PDA would be provided.

7. Demarcation of Land and Taking Possession

- Assistance in demarcation of land boundary as per area acquired.
- Preparation of tatima of the rectangle / Khasra Number of each piece of acquired land.
- Survey of affected structures and trees for valuation through PDA.
- Completing mutation and all kind of formalities to get transferred the ownership of the land on the name of PDA in Revenue record.
- Re-establishing tatima in the field by doing measurement and survey of each rectangle / Khasra Number of each piece of acquired land.
- Demarcation of acquired land.

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8. The consultant shall provide record and assistance in case of any litigation.

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SECTION III-CONDITIONS OF CONTRACT

1. Time Period

This Work shall commence from the date of allotment of work and shall remain operative for a period of two years or till the completion of last task awarded within a period of two years, whichever is later.

2. Payment Schedule:

- (i) The payment to the consultant for the rendered services/work executed shall be done as per the following payment schedule:

| Sr. No. | Payment Milestones | % of Contract Value |
|----------------|--|----------------------------|
| 1 | On Approval of project by govt. for acquisition (5%) | 5% |
| 2 | On submission of SIA (5%) and 11 section Notification (5%) | 10% |
| 3 | On submission of R&R Scheme (5%) and section 19 notifications (5%) | 10% |
| 4 | Finalization of Rate by the LAND ACQUISITION COLLECTOR (10%) | 10% |
| 5 | Submission of R&R and Compensation Award (10%) | 10% |
| 6 | On completion of assessment of structures, fruit bearing trees, non-fruit bearing trees, tube wellsetc. (10%) | 10% |
| 7 | Preparation of payment form/land pooling of land owners after verification of land for disbursement (12%), Preparation of Chakota and Record keeping (3%) | 15% |

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| | | |
|----|---|-----|
| 8 | Preparation of Tatima (5%) and Mutation (5%) | 10% |
| 9 | Taking possession of land (5%), Demarcation of land boundary (5%) | 10% |
| 10 | Submission of data and Report (10%) | 10% |

(Figures in brackets is weightage percentage (%) out of total percentage (%) contract value)

- (ii) In case any work has been assigned at a later stage then the payment shall be made for that stage onwards. To illustrate, if any task is assigned to the consultant, where notification u/s 11 or 19 has been issued, then payment shall not be made for 20% (i.e. 10% for stage 1 and 10% for stage 2) of the rate per acre respectively, as the earlier stages stood completed. However, if purchase of land is facilitated to be made by the consultant through negotiation then 50% of the agreed rate per acre shall be paid.
- (iii) In consideration of the payment to be made by PDA to the Consultant, the Consultant hereby covenants with PDA to execute & complete the works & rectify any defects therein in conformity with the provisions of the contract in all respects to the satisfaction of the Land Acquisition Collector, PDA or any other officer authorized by him/her.
- (iv) PDA hereby covenants to pay the Consultant in consideration of execution and completion of works and rectifying all the defects therein at the agreed price or such other sum as may become payable under the provisions of this agreement at the time and in the manner prescribed by this contract.

3. Monitoring of work and Correspondence

- (i) Regular monitoring of work of LAFC shall be done by LAND ACQUISITION COLLECTOR office. In case of unreasonable delay, LAND ACQUISITION COLLECTOR will issue Show Cause Notice to LAFC, conduct

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hearing and decide the matter. The appeal to the decision of LAND ACQUISITION COLLECTOR shall lie with Chief Administrator PDA.

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

4. Monthly Progress reports and Review Meetings

The consultant shall submit Progress reports of the work executed in the preceding month, by the 10th of every month. The consultant shall, through his authorized representative, attend all the review meetings as and when called for by LAND ACQUISITION COLLECTOR, PDA or any other concerned authority of PDA/PUDA/Dept. of Housing and Urban Development, Govt. of Punjab.

5. Performance Guarantee

As soon as possible, but not more than 15 days following receipt of letter of award of the contract, the successful bidder shall furnish performance bank guarantee to PDA valuing Rs. 5 lakh as performance security. Performance Bank Guarantee will be refunded after one year of completion of the work.

6. Taxes

Unless otherwise specified in this document, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the applicable laws except Goods and Services Tax (GST) and the PDA shall perform such duties with regard to the deduction of such taxes as may be lawfully imposed on it.

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7. Extension of Time

Unless terminated otherwise or extended by the parties by mutual consent, this agreement shall expire upon the lapse of a period of two years or till the completion of last task awarded within a period of two years, whichever is later. The extension shall be governed by same Terms & Conditions in the original contract & without any enhancement. During the extension, no new work shall be given to the Land acquisition facilitation company.

8. Breach of Contract and Suspension

The Land Acquisition Collector, PDA may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Document or shall fail to perform any of its obligations under this Document, including the carrying out of the works, provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

9. Termination

- (A) The Land Acquisition Collector, PDA may, by not less than 30 (thirty) days written notice of termination to the Consultant such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if
- (i) The Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within 30 thirty days of receipt of such notice of suspension or within such further period as the Land Acquisition Collector PDA may have subsequently granted in writing;

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- (ii) The consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
 - (iii) The Consultant fails to comply with any final decision reached as a result of arbitration proceedings.
 - (iv) The Consultant submits to PDA a statement which has a material effect on the rights, obligations or interests of PDA and which the Consultant knows to be false;
 - (v) Any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
 - (vi) As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of more than 60 (sixty) days; or
 - vii) The Land Acquisition Collector, PDA, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.
- (B) The Consultant may, by not less than 30 (thirty) days written notice to PDA, such notice to be given after the occurrence of any of the events specified below in this Clause, terminate the Agreement if:
- (i) PDA fails to pay any money due to the Consultant pursuant to the Agreement hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
 - (ii) PDA is in material breach of its obligations pursuant to the Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the PDA of the Consultant's notice specifying such breach;

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- (iii) PDA fails to comply with any final decision, reached as a result of arbitration.

10. Rights upon Termination

Upon termination of this Agreement or upon suspension of this Agreement hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration or which expressly survive such termination; (ii) the obligation of confidentiality; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records, as relates to the Consultant's Works provided under the Agreement; and (iv) any right or remedy which a Party may have under the Agreement or the applicable law.

11. Secrecy and Confidentiality

The Consultant, and their Personnel shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by PDA to the Consultant, its Personnel; any information provided by or relating to PDA, its technology, technical processes business affairs or finances or any information relating to PDA's employees, offices or other professionals of suppliers, customers, or contractors of PDA; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the works or this Agreement ("Confidential Information"), without the prior written consent of the Land Acquisition Collector, PDA. In case it is found that the Consultant has shared certain information with any un-authorized

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person, the Consultant and/or its personnel shall be liable for penal action under appropriate provisions of the Indian Penal Code.

12. Responsibility for losses to PDA

The Consultant shall be liable to PDA for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by it.

13. Proprietary

All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "Consultants Documents") prepared by the Consultant or its Personnel in performing the Works shall become and remain the property of the PDA, and all intellectual property rights in such Consultancy Documents shall vest with PDA. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with PDA under law, shall automatically stand assigned to PDA as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Land Acquisition Collector, PDA may deem necessary to secure its rights herein assigned by the Consultant.

14. Correctness and accuracy

(i) The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these Works. Consultant shall indemnify PDA against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey/investigations.

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(ii) In case any error of variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Land Acquisition Collector, PDA in a reasonable manner and recovered from the Consultant. Along with loss, penalty can be imposed which is to be determined by Land Acquisition Collector, PDA. However, the amount of penalty can't be more than 10% of the value of work assigned.

15. Access to site

PDA warrants that the Consultant shall have free of charge, unimpeded access to the site of the Project in respect of which access is required for the performance of Works, provided that if such access shall not be made available to the Consultant as and when so required, the consultant shall be granted time extension, as may be appropriate for the performance of Works.

16. Liquidated Damages

In case of delay in completion of Works, liquidated damages not exceeding an amount equal to 0.25% per day of the Value of work assigned, subject to a maximum of 10% of the Value of work assigned, will be imposed and shall be recovered by appropriation from the Performance Bank Guarantee and or Security amount. However, in case of delay, due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

17. Retention Money/Security Deposit

(i) Security to the extent of 5% will also be deducted from the bill, which shall be submitted by LAFC on completion of each milestone as prescribed.

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(ii) 50% of the security amount mentioned in (i) above, shall be refunded to the consultant after six months of the completion of work and remaining 50% will be refunded after one year of completion of the work.

(iii) The Land Acquisition Collector, PDA shall have the right to invoke and appropriate the proceeds of the Performance Bank Guarantee and or Security amount, in whole or in part without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages/damages specified in aforementioned Clauses.

18. Work to be executed in good faith

PDA and the consultant shall undertake to act in good faith with respect to each other's rights under the Agreement and to adopt all reasonable measures to ensure the realization of the objectives of the Agreement.

19. Sub-Contracting and Sub-Letting

The consultant will not sublet any part of the work at any stage to any other agency.

20. Dispute resolution and Arbitration

Subject to the provisions of the Act, all the disputes and/or differences which may arise in any manner touching or concerning this allotment of work shall be referred to the Sole Arbitrator appointed by the Chief Administrator, PDA. Arbitration shall be governed by the Arbitration and Conciliation Act, 1996, as amended from time to time. PDA and Consultant shall be liable to share the fee of the Arbitrator in equal proportion.

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Forwarding Letter

**To,
LAND ACQUISITION COLLECTOR
PATIALA DEVELOPMENT AUTHORITY
PUDA COMPLEX,
URBAN ESTATE, PHASE II, PATIALA – 147002.**

Ref:- RFP for Hiring of Land Acquisition Facilitation Consultant

1. I/We have read the conditions of tender attached hereto and hereby I agree to abide by the laid down conditions. I/we also agree to keep this offer open for a period of **120 days** from the date of Technical Bids opening and in default thereof, I/We will be liable for forfeiture of my/our '**Earnest Money**'. I/We offer to do the work as set out in the Bid Document. I/We also agree to abide by the General Conditions of the Contract and to carry out the work according to Special Conditions as laid down by the PDA for the execution of the subject work.

2. A sum of **Rs. 50,000/- (Fifty thousand only)** is paid towards Earnest Money Deposit. The value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:
 - (i) I/We do not execute the agreement within 30 days from the date of issue of the LOA by PDA.

OR

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(ii) I/We do not commence the work within 7 days after signing of the contract to that effect.

3. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between ourselves and PDA subject to the modification, as may be mutually agreed and indicated in the LOA or my/our offer for the work.

Signature of Witness

Name:

Designation:

Address:

Mobile:

Signature of Tenderer/ Bidder

Name:

Designation:

Address:

Mobile:

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FORM FIN -1

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To
Land Acquisition Collector,
PDA, Patiala.

Dear Sir,

I/We, the undersigned, offer to provide the consulting services for Land Acquisition Facilitating Consultant for Land Acquisition for PDA in accordance with your Request for Proposal dated [.....]and our Technical Proposal. Our attached Financial Proposal is for the sum of **[insert amounts in words and figures¹]** per acre of acquisition inclusive of all taxes and duties but exclusive of Goods and Services Tax, which is price for lump sum work for two years on the Schedule of Rates (SOR) (FIN-2).

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

PATIALA DEVELOPMENT AUTHORITY (P.D.A.)

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery or any fraudulent action to influence the decision for award of work. We further undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely (Prevention of Corruption Act, 1988”).

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

Yours Sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Tel: (STD Code).....

Fax: (STD Code).....

Mobile:

E-mail:

PATIALA DEVELOPMENT AUTHORITY (P.D.A.)

FORM FIN-2

SCHEDULE OF RATE

| Sr. No. | Description of work | Quantity | Price per acre will be inclusive of Taxes and Duties but exclusive of Goods and Services Tax (in Rs.) |
|---------|---|---------------------------------------|---|
| 1 | Hiring of land acquisition facilitating consultant for land acquisition for PDA | Rate per acre of Acquisition lump sum | In figure: |
| | | | Rs. _____ |
| | | | In Words: |
| | | | |
| | | | |
| | | | |

NOTE –

- i) The above rates are inclusive of all taxes and levies except Goods and Service Tax which will be reimbursed on submission of proof of payment thereof.
- ii) Price shall be quoted both in figure and words. For any discrepancy noticed, amount written in word shall be considered firm and final. For any correction either in figure or words shall be re-written afresh, deleting incorrect figure or words by single line, duly authenticated/signed.

(Seal & Signature of Bidder)