



प्रयागराज विकास प्राधिकरण, प्रयागराज

7वा, 8वां तल, इन्दिरा भवन, सिविल लाइन्स, प्रयागराज, उ.प्र.

एन.आई.टी. सं. : 55/प्र.अ.स./वि.प्र./26

दिनांक 11/05/2026

NOTICE INVITING TENDERS (NIT)

The Vice Chairman, Prayagraj Development Authority (PDA), invites online bids from eligible and qualified DEA Empanelled Transaction Advisory firms for providing End-to-End Transaction Advisory Services for Development of Land Parcel at Jahangirabad (Arail), Prayagraj.

Detailed submission guidelines, eligibility criteria, scope of work, evaluation methodology, and terms & conditions are provided in the Request for Proposal (RFP) document, which is available on the Uttar Pradesh e-Tender Portal at <https://etender.up.nic.in>.

The bidding process shall be conducted through the e-Procurement system in a two-bid system, comprising:

Part-I: Technical Bid

Part-II: Financial Bid

Only bidders meeting the eligibility and qualification criteria specified in the RFP shall be eligible to participate.

Registration on the e-Tender Portal (<https://etender.up.nic.in>) is mandatory.

The Tender Fee and Earnest Money Deposit (EMD) shall be submitted in the manner prescribed in the RFP document. The scanned copy of the payment receipt/FDR, as applicable, shall be uploaded along with the Technical Bid. Bidders must possess a valid Digital Signature Certificate (DSC) of appropriate class/category as per Government of Uttar Pradesh e-Procurement requirements.

Sl. No.	Name of the Work	Earnest Money Deposit (in INR)	Tender Fee (in INR) incl. GST
1	Appointment of a DEA Empanelled Transaction Advisor for Providing End-to-End Transaction Advisory Services for Development of Land Parcel at Jahangirabad (Arail), Prayagraj	5,00,000.00	11,800.00

Time Schedule for Bidding:

Sl. No.	Description	Critical Dates
1	Upload/Publish of RFP	13/05/2026
2	Bid Start Date	13/05/2026
3	Pre-Bid Meeting	20/05/2026
4	Bid Closing Date/Time	02/06/2026 (03:00 PM)
5	Technical Bid Opening Date/Time	02/06/2026 (04:00 PM)
6	Financial Bid Opening Date/Time	To be notified separately

1. Other details, including options to view, download, and submit bids, are available on the website <https://etender.up.nic.in>.

2. Any corrigendum/addendum, if required, shall be published only on the above website.

3. PDA reserves the right to reject any or all bids or annul the bidding process without assigning any reason.

4. Bidders wishing to participate shall register themselves on <https://etender.up.nic.in>.

5. For queries and clarifications, bidders may contact the Executive Engineer, Prayagraj Development Authority.

6. Email for correspondence: aldda@rediffmail.com

Secretary,
Prayagraj Development Authority,
Prayagraj.

पत्रांक: 56/ज.स.अ./वि.प्र./2026 दिनांक : 11.05.2026



**REQUEST FOR PROPOSAL
FOR
APPOINTMENT OF A DEA EMPANELLED
TRANSACTION ADVISOR FOR PROVIDING
END-TO-END TRANSACTION ADVISORY
SERVICES FOR DEVELOPMENT OF LAND
PARCEL AT JAHANGIRABAD,
PRAYAGRAJ
May 2026**

Issued by:

Prayagraj Development Authority
Indira Bhawan, Civil Lines, Prayagraj, Uttar Pradesh - 211001
<http://www.pdaprayagraj.org>

Disclaimer

This Request for Proposal (“RFP”) is issued by the Prayagraj Development Authority (hereinafter referred to as “PDA” or the “Authority”) for the purpose of selection of a DEA Empanelled Transaction Advisor for providing end-to-end transaction advisory services for development of the land parcel at Jahangirabad (Arail), Prayagraj.

This RFP is not an agreement and is neither an offer nor an invitation by the Authority to the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

While the information contained in this RFP has been prepared in good faith, it is not intended to be exhaustive and may not contain all the information that each Bidder may require. The Authority makes no representation or warranty, express or implied, as to the accuracy, adequacy, correctness, reliability or completeness of the information contained in this RFP or any subsequent communication issued by or on behalf of the Authority.

Each Bidder is advised to conduct its own independent investigations, due diligence, and analysis of the information contained in this RFP, including the project site, regulatory framework, market conditions, and any other relevant factors, and to seek its own professional, legal, financial, and technical advice before submitting its Proposal. The Authority shall not be responsible for any interpretation or conclusions drawn by the Bidders from the information provided in this RFP.

The information contained in this RFP may be subject to update, amendment, or revision. The Authority reserves the right to update, amend, supplement, or modify the information contained in this RFP at any time, without prior notice, and such changes shall be binding on all Bidders.

The Authority, its employees, officers, advisors, and consultants shall not be liable to any Bidder or any other person under any law, statute, rules, regulations, or otherwise for any loss, damages, cost, or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness, or reliability of the information provided herein or any assessment, assumption, or statement contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select any Bidder or to appoint the selected Bidder, as the case may be. The Authority reserves the right to accept or reject any or all Proposals, to annul the bidding process, or to modify the process at any stage without assigning any reason whatsoever and without incurring any liability.

All costs and expenses incurred by the Bidders in connection with the preparation and submission of their Proposals, including but not limited to site visits, meetings,

presentations, documentation, and professional fees, shall be borne solely by the Bidders. The Authority shall not be liable in any manner whatsoever for the same, regardless of the conduct or outcome of the selection process.

The selected Bidder shall be required to enter into a formal Agreement with the Authority, and the scope, deliverables, timelines, and obligations shall be governed by the terms and conditions specified therein. The Authority reserves the right to modify the scope of services at any stage during the assignment in accordance with project requirements.

This RFP shall be governed by the laws of India. Any dispute arising out of or in connection with this RFP shall be subject to the jurisdiction of the courts at Prayagraj, Uttar Pradesh.

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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	Appointment of a DEA Empanelled Transaction Advisor for providing End-To-End Transaction Advisory Services for Development of Land Parcel at Jahangirabad
3.	Mode of Bid Submission	Online through https://etender.up.nic.in
4.	Type of Contract	Percentage Fee-Based Consultancy Contract
5.	Period of Contract	01 (One) year and extendable further based upon project requirement and 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	20/05/2026 - 1700 hrs
10.	Last Date & Time for Submission of Bids	02/06/2026 - 1500 hrs
11.	Date & Time of Bid Opening (Technical Bid)	02/06/2026 - 1600 hrs
12.	Pre-Bid Conference	Venue: Prayagraj Development Authority, Indira Bhawan, Civil Lines, Prayagraj, Uttar Pradesh – 211001 Date: 20/05/2026 Time: 1200 hrs
13.	Opening of Financial Bids	To be communicated
14.	Contact details for clarification	Executive Engineer Prayagraj Development Authority

Sl. No.	Title	Description
		Email: aldda@rediffmail.com
15.	Proposal Currency	Indian Rupees (INR) (₹)
16.	Proposal Language	English
17.	Method of Selection	Quality and Cost Based Selection (QCBS) with 80:20 weightage (Technical Score 80% + Financial Score 20%)
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

SECTION I: INSTRUCTIONS TO BIDDERS (ITB)

2. General Instructions

The Prayagraj Development Authority (PDA) invites proposals from eligible bidders for selection of a DEA Empanelled Transaction Advisor for providing end-to-end transaction advisory services for development of the land parcel at Jahangirabad (Arail), Prayagraj, in accordance with the terms and conditions set out in this RFP.

The bidding process shall be conducted through the e-procurement portal as notified by the Authority. Only online submissions shall be accepted, and no offline bids shall be entertained.

Each bidder shall submit only one (01) proposal in response to this RFP. Submission of multiple proposals by a single bidder, either directly or indirectly, shall result in disqualification of all such proposals.

Consortium or Joint Venture (JV) participation shall not be permitted under this RFP. The bidder must be a single legal entity and must independently meet all the eligibility criteria specified in this RFP.

The RFP document is non-transferable and shall be used solely for the purpose of preparation and submission of a proposal by the bidder for this assignment.

The selected bidder shall be awarded a project-specific consultancy contract for providing transaction advisory services for the subject project. The engagement shall remain valid till completion of the assignment, including support up to signing of the Concession/Development Agreement, unless terminated earlier in accordance with the provisions of this RFP.

Selection under this RFP shall result in award of the assignment to a single bidder based on the evaluation criteria specified herein. PDA reserves the right to accept or reject any proposal or to annul the selection process at any stage without assigning any reason.

Bidders are advised to carefully examine all instructions, terms and conditions, and other details contained in this RFP before submitting their proposals. Failure to furnish complete and accurate information as required in the RFP may result in rejection of the proposal.

3. Eligibility and Due Diligence

Bidders are expected to carefully examine all instructions, conditions, and requirements contained in this RFP before submitting their proposals.

Submission of a proposal shall be deemed to constitute full understanding and acceptance of all terms and conditions of this RFP.

Bidders shall conduct their own independent assessment and due diligence regarding the assignment, scope of work, and any other relevant aspects. The

Authority shall not be responsible for any omission, error, or misinterpretation by the bidder.

4. Clarifications and Amendments

Any clarification required by the bidders in relation to this RFP shall be submitted in writing through the e-procurement portal or as notified by the Authority, within the time specified in the Data Sheet.

The Authority may, at its discretion, respond to the clarifications sought and issue corrigenda or addenda, which shall form an integral part of the RFP.

The Authority reserves the right to amend, modify, or supplement the RFP document at any time prior to the bid submission deadline. Bidders are advised to regularly check the e-procurement portal for updates.

5. Preparation of Proposals

The proposal shall be prepared and submitted in the English language.

The proposal shall comprise a Technical Proposal and a Financial Proposal, prepared in accordance with the formats and instructions provided in this RFP.

The Technical Proposal shall contain all information and documents required to demonstrate the bidder's eligibility, technical capability, experience, approach and methodology, and proposed team.

The Financial Proposal shall indicate the quoted price strictly in the manner specified in this RFP and shall not contain any conditionalities.

6. Submission of Proposals

Proposals shall be submitted online through the e-procurement portal on or before the Proposal Due Date and time as specified in the Data Sheet.

Proposals received after the prescribed date and time shall not be considered and shall be summarily rejected.

The bidder shall be solely responsible for ensuring timely submission of the proposal and for any issues related to connectivity, access, or system errors.

7. Evaluation of Proposals

The Authority shall evaluate the proposals in accordance with the evaluation criteria and methodology specified in this RFP.

Only those bidders meeting the eligibility criteria and achieving the minimum qualifying technical score shall be considered for financial evaluation.

The Authority may seek clarifications from bidders during the evaluation process; however, no change in the substance of the proposal shall be permitted.

8. Right to Accept or Reject Proposals

The Authority reserves the right to accept or reject any or all proposals, to annul the bidding process, or to modify the selection process at any stage, without assigning any reason and without incurring any liability.

The Authority shall not be liable for any costs incurred by bidders in connection with preparation or submission of proposals.

9. Confidentiality

Bidders shall treat all information provided by the Authority as confidential and shall not disclose such information to any third party without prior written consent of the Authority.

This obligation shall survive the completion or termination of the bidding process.

10. The Bidding Document

a. Availability of e-Tender Document

The e-Tender document shall be available on the Government of Uttar Pradesh e-procurement portal <https://etender.up.nic.in>.

Interested bidders may view, download the bidding document, and submit their e-Bids online only through the above e-Tender portal, up to the last date and time specified in the e-Tender notice and Data Sheet.

Submission of bids by any other mode shall not be accepted.

b. Contents of the e-Bid Document

The e-Bid document comprises details of the consultancy services required, bidding procedures, terms and conditions, scope of work, evaluation criteria, and standard contractual provisions. The e-Bid document includes the following sections:

- **SECTION I:** Instructions to Bidders (ITB)
- **SECTION II:** Terms of Reference (TOR)
- **SECTION III:** Other Standard Forms
- **SECTION IV:** General Conditions of Contract

Bidders are advised to carefully examine all instructions, forms, terms and conditions, eligibility requirements, and other information contained in the e-Bid document. Failure to furnish all information required as per the e-Bid document or submission of a bid that is not substantially responsive to the requirements shall be at the bidder's risk and may result in rejection of the bid.

c. Pre-Bid Queries / Clarifications

A prospective bidder requiring any clarification on the e-Tender document may submit pre-bid queries or seek clarifications in writing, as per the mode and within the timeline specified in the Data Sheet.

Queries received after the stipulated date and time shall not be entertained.

Responses to queries, if any, along with clarifications or corrigenda, shall be uploaded on the e-Tender portal and shall form an integral part of the e-Tender document.

d. Amendment of e-Tender Document

At any time prior to the deadline for submission of e-Bids, the PDA may, for any reason, whether on its own initiative or in response to clarifications requested by prospective bidders, modify or amend the e-Tender document by issuance of a corrigendum or addendum.

Such amendments shall be uploaded on the e-Tender portal <https://etender.up.nic.in> and shall form an integral part of the e-Tender document. The relevant provisions of the e-Tender document shall be deemed to be amended accordingly.

It shall be the sole responsibility of the prospective bidders to regularly check the e-Tender portal for any amendments, corrigenda, or updates. PDA shall not be responsible for any failure on the part of the bidder to obtain or note such amendments.

In order to provide prospective bidders reasonable time to consider the amendments while preparing their bids, PDA may, at its discretion, extend the deadline for submission of e-Bids. Any such extension shall be notified through the e-Tender portal.

11. Preparation and Submission of e-Bids

a. Documents Constituting the e-Bid

The e-Bids prepared by the Bidder shall comprise the following components:

- Technical Proposal, including the Covering Letter for Technical Proposal Submission and all supporting documents, as per the formats prescribed in the Annexures to this RFP.
- Financial Proposal, to be submitted strictly in the prescribed BOQ / Financial Proposal Submission Form, which shall be uploaded electronically in XLS/XLSX format only on the e-Tender portal <https://etender.up.nic.in>.

Submission of the Financial Proposal in any format other than the prescribed format shall render the bid liable for rejection.

b. Documents Establishing Bidder's Qualification

The Bidder shall furnish, as part of the Technical Proposal, all documents required to establish its eligibility, technical qualifications, and experience in accordance with this RFP. Such documents shall be submitted electronically in PDF format through the e-Tender portal.

All documentary evidence submitted shall support the information furnished by the Bidder in the Technical Proposal. The eligibility criteria and selection procedure shall be as defined in this RFP.

Bidders are advised to ensure that PDF files are prepared in grayscale with appropriate resolution to minimise file size and facilitate smooth uploading on the e-Tender portal.

c. Period of Validity of e-Bids

The e-Bids shall remain valid for a period of 120 (one hundred and twenty) days from the date of opening of Technical Bids or as specified in the Data Sheet. Any bid with a validity period shorter than that specified shall be treated as non-responsive and shall be rejected by the Authority.

d. Format and Signing of e-Bids

The Bidder shall prepare the electronic copy of the e-Bid and upload the same on the e-Tender portal <https://etender.up.nic.in> using its valid Digital Signature Certificate (DSC).

All documents submitted as part of the e-Bid shall be digitally signed by the authorised signatory of the Bidder. Any overwriting or correction in the uploaded documents shall be duly authenticated through digital signature.

12. Earnest Money Deposit (EMD)

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.
2. The EMD is required to protect the PDA against the risk of Bidder's conduct which would warrant the security's forfeiture.
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.
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 25 (Performance Security) and relevant provisions of Section IV – General Conditions of Contract.

13. Submission of e-Bids

Bidders shall submit their e-Bids online only through the Submission Module of the e-Tender portal <https://etender.up.nic.in>, within the Bid Submission Start Date and Bid Submission End Date and time specified in the e-Tender notice.

Bidders are advised to submit their e-Bids well in advance to avoid last-minute technical issues. PDA shall not be responsible for any delay or failure in submission due to connectivity issues, system errors, or any other reason.

All proposals and related correspondence shall be submitted in the English language. In case any supporting document is in a language other than English, a certified English translation shall be submitted along with the original.

Once the Bid Submission Date and time has expired, no e-Bid shall be accepted. The Bidder shall be solely responsible for timely submission of the e-Bid.

14. Procedure for Submission of e-Bids

The procedure for submission of e-Bids by bidders on the Government of Uttar Pradesh e-Tender portal <https://etender.up.nic.in> is available on the said portal. Bidders are advised to familiarise themselves with the e-Tender process and guidelines prior to submission of their bids.

15. Deadline for Submission of e-Bids

e-Bids shall be submitted by the bidders on the e-Tender portal <https://etender.up.nic.in> not later than the date and time specified in the e-Tender notice and Data Sheet.

The Authority may, at its discretion, extend the deadline for submission of e-Bids (i.e., Bid Submission End Date and Time) by amending the e-Tender document in accordance with the provisions of this RFP. In such case, all rights and obligations of the Authority and the bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.

The Authority shall not consider any request for extension of the Bid Submission Date and Time on account of late downloading of the e-Tender document or for any other reason. e-Bids must be uploaded on the e-Tender portal on or before the stipulated date and time.

16. Late e-Bids

The server time indicated in the Bid Management window on the e-Tender portal <https://etender.up.nic.in> shall be considered as the official time for determining the deadline for submission of e-Bids.

Once the e-Bid submission date and time is over, the bidder shall not be permitted to submit its e-Bid. Bidders are advised to initiate the e-Bid submission process well in advance to ensure smooth and timely submission. The bidder shall be solely responsible for non-submission or late submission of e-Bids due to any reason whatsoever.

17. Withdrawal and Resubmission of e-Bids

At any point of time prior to the e-Bid submission end date and time, a bidder may withdraw its submitted e-Bid online through the e-Tender portal using its login credentials and Digital Signature Certificate (DSC).

For withdrawal of e-Bid, the bidder shall log in to the e-Tender portal, select the “My Bids” option in the Bid Submission menu, view the details of the submitted bid, and choose the option for withdrawal, following the instructions displayed on the portal.

After withdrawal, the bidder may resubmit a revised e-Bid any number of times prior to the Bid Submission End Date and Time. The revised e-Bid shall replace the earlier submitted bid and shall be considered for evaluation.

No e-Bid shall be permitted to be withdrawn or resubmitted after the deadline for submission of e-Bids has expired.

18. Receipt and Opening of e-Bids by the Authority

Bidders shall submit their e-Bids under a Two-Bid System, comprising a Technical Bid and a Financial Bid, submitted separately through the e-Tender portal.

The Technical Bids shall be opened online by the Tender Evaluation Committee (TEC) at the date and time specified in the e-Tender notice or as subsequently notified. The Financial Bids of only those bidders whose Technical Bids are found to be responsive and technically qualified shall be opened at a later date, which shall be intimated separately.

Bidders are specifically instructed not to quote any financial information or prices in the Technical Bid. Any Technical Bid containing price information shall be liable for rejection.

19. Opening of e-Bids

PDA shall open the e-Bids on the date, time, and place specified in the e-Tender notice, in the presence of bidders’ authorised representatives who choose to attend. The representatives present shall record their attendance in the attendance register.

In the event the scheduled date of opening of e-Bids is declared a holiday by the Authority, the e-Bids shall be opened at the same time and place on the next working day.

The names of bidders, presence or absence of authorised representatives, and such other details as PDA may consider appropriate shall be announced at the time of opening of the e-Bids. Bidders not meeting the eligibility or qualification requirements shall not be notified separately at this stage.

After evaluation of the Technical Bids, PDA shall notify the bidders whose Technical Bids are found to be non-responsive or who do not meet the qualification requirements. Simultaneously, PDA shall notify through the e-Tender portal those bidders whose Technical Bids are found responsive and who are shortlisted for opening of their Financial Bids.

20. Cost of Preparation of e-Bids

The cost of preparation and submission of e-Bids shall be borne entirely by the bidder, irrespective of the outcome of the bidding process. PDA shall not be liable for any costs incurred by bidders in connection with the preparation or submission of their e-Bids.

21. Notification of Award

Prior to the expiry of the bid validity period, PDA shall notify the successful bidder in writing, through issuance of a Letter of Intent (LoI), that its proposal has been accepted. The notification of award shall constitute the intent of PDA to enter into an Agreement with the successful bidder, subject to fulfilment of the conditions specified in the RFP.

22. Signing of Agreement

Upon issuance of the Letter of Intent, PDA and the successful bidder shall enter into a formal Agreement in accordance with the terms and conditions specified in this RFP. The Agreement shall be signed within the time period prescribed in the Letter of Intent.

23. Failure to Abide by the Agreement

Failure of the successful bidder to comply with the terms and conditions of this RFP or to execute the Agreement within the stipulated time shall constitute sufficient grounds for annulment of the award. In such an event, PDA may forfeit the Earnest Money Deposit and/or Performance Security, as applicable, and may proceed to award the contract to the next eligible bidder or take such other action as deemed appropriate, including re-tendering.

24. Sub-contracting

1. The Agency shall not sub-contract, assign, transfer, or delegate any part of the Services under this Contract, without the prior written approval of PDA.

2. In exceptional circumstances, where sub-contracting of specific non-core components of the Services is considered necessary, the Agency shall submit a detailed proposal to PDA, clearly indicating:
 - a) the scope of work proposed to be sub-contracted;
 - b) the credentials and relevant experience of the proposed sub-contractor; and
 - c) the justification for such sub-contracting.
3. Any approval of sub-contracting, if granted by PDA, shall be limited to the specific scope and duration as approved and shall not relieve the Agency of its overall responsibility, obligations, and accountability for performance of the Services under the Contract.
4. The Agency shall remain fully responsible and liable for all acts, omissions, performance, and compliance of the approved sub-contractor, as if such acts were performed by the Agency itself.
5. Sub-contracting of core Transaction Advisory functions, including but not limited to project conceptualization, feasibility analysis, financial modelling, project structuring, preparation of bid and contractual documents, and bid process management, shall not be permitted under any circumstances.
6. Any unauthorized sub-contracting or assignment of Services shall be deemed a material breach of the Contract and may result in termination of the Contract, forfeiture of Performance Security, and such other actions as deemed appropriate by PDA.

25. Performance Security

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.
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 25,00,000/- (Rupees Twenty Five Lakh only)

3. 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.

26. Evaluation of Bids

Evaluation committee will be formed for evaluation of the bids. Decision of the committee would be final and binding upon all the Bidders.

The evaluation process of the tender proposed to be adopted by PDA. The purpose of this clause is only to provide the Bidders an idea of the evaluation process that PDA may adopt. However, PDA reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

26.1 Preliminary Examination

1. PDA will examine the bids to determine whether they are complete, whether the bid format confirms to the Tender requirements, whether any computational errors have been made, whether required EMD has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
2. A bid determined as not substantially responsive will be rejected by PDA and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

26.2 Bid Evaluation

- a) In this part, the bid will be reviewed for determining the Compliance of the general conditions of the contract and Pre-Eligibility Criteria as mentioned in the tender. Any deviation for general conditions of the contract and pre-eligibility criteria will lead to rejection of the bid. Thereafter technical evaluation will be made based on the criteria outlined in the below sections. The bidders securing the minimum qualifying score shall be eligible for financial bid opening.
- b) Before opening and evaluation of financial bids, bidders are expected to meet all the general conditions of the contract and the eligibility criteria as mentioned below. Bidders failing to meet these criteria or not submitting requisite supporting documents/documentary evidence for supporting pre-qualification criteria are liable to be rejected summarily.
- c) The bidder must possess the requisite experience, strength and capabilities as described in the tender document. The bidder must also possess the knowhow and the financial wherewithal that would be required to

successfully provide the services sought by PDA for the entire period of the contract. The bids must be complete in all respects and should cover the entire scope of work as stipulated in the tender document. The technical bids shall be evaluated based on the available documents submitted by the bidder. The invitation to the bids is open to all bidders who qualify the eligibility criteria as follows:

26.3 Pre- Eligibility

The firms will be shortlisted against the pre-eligibility criteria. Those who qualify/fulfil the following criteria shall be considered for technical evaluation.

Sl. No.	Particulars	Supporting documents to be uploaded
1	<p>Nature of Firm The Bidder should be registered under any one of the following:</p> <p>a) Companies registered under the Indian Companies Act, 2013</p> <p>b) Partnership firms registered under the Limited Liability Partnerships (registered under LLP Act, 2008)</p>	<ul style="list-style-type: none"> ● Copy of Certificate of Incorporation/Registration Certificate ● PAN card ● GST registration
2	<p>DEA Empanelment The bidder must be an empanelled Transaction Advisor with the Deptt. of Economic Affairs, Ministry of Finance, Govt. of India as per DEA Letter no. 2/3/2021-PPP dated 5th February 2026</p>	DEA empanelment letter
3	<p>Years of operation The Bidder must have at least seven (07) years of experience in providing transaction advisory services in India to any Government Organization/Semi-Government Organization/ Urban Local Body/Development Authority</p>	Certificate of Commencement of Business issued by the Registrar of Companies/ Copy of Certificate of Incorporation/Registration Certificate
4	<p>Power of Attorney The Bidder must submit a General Power of Attorney/Special Power of Attorney substantially in format annexed, revalidated & notarized be submitted by firm/ tenderer in favour of the person who has signed the tender/will sign the agreement, the tender documents with telephone No. and complete postal address.</p>	Affidavit as prescribed should be annexed on non-judicial stamp paper duly signed by notary.
5	<p>Average Annual Turnover The Bidder must have an average annual turnover of at</p>	Audited balance sheet, profit and loss account

	least INR 50.00 Crore during the last three (03) financial years i.e., 2022-23, 2023-24 and 2024-25. For the avoidance of doubt, professional fees hereunder refer to fees received by the applicant for providing transaction advisory or consultancy services to its client.	and statement of turnover of the firm in three (3) consecutive financial years (i.e., 2022-23, 2023-24 and 2024-25).
6	Experience The Bidder must have experience of transaction advisory for at least three (03) projects on providing advisory support to Government agencies (Central/State/Development Authority)/PSU for development of infrastructure projects in PPP mode having a minimum project cost of 500 Crore during the last seven (07) years from bid due date.	Copies of Work Order/Experience Certificate/ Contract documents
7	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.	An undertaking from Authorized signatory
8	The Bidder must submit tender fee and EMD as specified in the Data Sheet.	Acknowledgement/Receipt of Payment

Note: All the above documents to be mandatorily attached with the bid and should be uploaded in the e-tender portal with attestation by the authorized signatory or else the bids will be considered non-compliant.

26.4 Technical Evaluation

The detailed technical evaluation of Proposals satisfying minimum eligibility conditions as above shall be done. The Criteria, sub-criteria and point system for detailed evaluation will be as follows:

Sl. No.	Specific experience of the bidder	M.M (100)	Document Proof
A	Average Annual Turnover of last 3 consecutive years i.e., 2022-23, 2023-24 & 2024-25	10 Marks	Average Annual Turnover statement certified from CA and Balance sheet
1	INR 50.00 Cr. – INR 100.00 Cr.	05 Marks	
2	INR 100.00 Cr. – INR 150.00 Cr.	7.5 marks	
3	Above INR 150.00 Cr.	10 marks	
B	Experience of providing transaction advisory support for infrastructure projects in PPP mode for Government/PSU/Development Authority with minimum project cost of INR 500 Crore during last 7 years from bid due date.	15 Marks	Work orders/extension orders/contracts/completion certificates as proof of experience
1	Projects with value INR 500 Cr – 700 Cr	05 Marks	

2	Projects with value > INR 700 Cr – 1000 Cr	10 Marks	
3	Projects with value > INR 1000 Cr	15 Marks	
C	Number of projects where bidder has provided transaction advisory support for infrastructure projects in PPP mode with minimum project cost of INR 500 Crore during last 7 years from bid due date.	15 Marks	Experience certificate/completion certificates as proof of experience
1	03 – 04 projects	05 Marks	
2	05 – 06 projects	10 Marks	
3	More than 06 projects	15 Marks	
D	Personal Capability	35 Marks	CVs to be attached (Marking shall be done on the basis of qualification and relevant experience mentioned in section 31.3)
1	Team Leader / Transaction Advisory Expert	08 marks	
2	PPP / Infrastructure Expert	07 marks	
3	Financial Expert	07 marks	
4	Urban Planner / Real Estate Expert	05 marks	
5	Legal Expert	05 marks	
6	Architect	03 marks	
E	Technical Presentation Evaluation shall be based on the clarity and robustness of the proposed approach and work plan, including understanding of the project and site potential, feasibility of timelines, quality of proposed project concepts, innovative ideas, and effectiveness of strategies for revenue maximization, value enhancement, and PPP structuring. The presentation shall demonstrate the bidder's ability to conceptualize bankable, investor-attractive development models.	25 Marks	The Eligible bidders shall be invited to make a technical presentation. The date, time, and mode of the presentation, shall be communicated to the eligible bidders separately.

Note:

- a) Bidders scoring more than 70 Marks in the Technical Evaluation shall be eligible for Financial Bid opening.

26.5 Financial Evaluation

1. In the second stage, the Financial Proposals of only those bidders who qualify the Technical Evaluation shall be opened and evaluated.
2. The bidders shall quote their professional fee as a percentage (%) of the Project Cost, as specified in the Financial Proposal.

3. For the purpose of Financial Evaluation, the quoted percentage fee shall be considered. The lowest quoted percentage fee among the technically qualified bidders shall be designated as L1.

4. The Financial Score (FS) of the bidders shall be calculated as follows:

$$FS = (L1 / F) \times 100$$

Where:

- F = Financial quote of the bidder under consideration
- L1 = Lowest financial quote among technically qualified bidders

5. The quoted percentage fee shall be deemed to be inclusive of all costs, expenses, taxes (excluding GST, if applicable), duties, levies, travel, surveys, and all other inputs required for providing the Transaction Advisory Services as per the Terms of Reference (TOR). No additional payment shall be admissible on any account.

6. The Composite Score (CS) shall be calculated using the QCBS method as specified in this RFP:

$$CS = (TS \times 0.80) + (FS \times 0.20)$$

7. The bidder securing the highest Composite Score (CS) shall be ranked as H1 and shall be considered for award of the contract.

8. In case of a tie in Composite Score, the bidder with the higher Technical Score shall be ranked higher. In case of further tie, PDA reserves the right to select the bidder based on relevant experience or undertake negotiations.

9. The quoted percentage fee shall be applied on the final approved Project Cost for the purpose of payment.

10. PDA reserves the right to reject any Financial Proposal that is found to be unrealistic, unbalanced, or not in accordance with the requirements of this RFP.

26.6 Bid Evaluation Criteria

1. The evaluation of bids shall be carried out in two stages, namely:

- (i) Technical Evaluation, and
- (ii) Financial Evaluation.

2. Only those bidders who meet the pre-eligibility criteria and achieve the minimum qualifying Technical Score as specified in this RFP shall be considered for Financial Evaluation.

3. The selection of the bidder shall be based on the Quality and Cost Based Selection (QCBS) method with a weightage of 80% for Technical Score (TS) and 20% for Financial Score (FS).

4. The Composite Score (CS) of the bidders shall be calculated as follows:

$$CS = (TS \times 0.80) + (FS \times 0.20)$$

Where:

- TS = Technical Score obtained by the bidder (out of 100)
 - FS = Financial Score calculated as per Clause 26.5
5. The bidder securing the highest Composite Score (CS) shall be ranked as H1 and shall be considered for award of the contract.
 6. In case of a tie in Composite Score, the bidder with the higher Technical Score shall be ranked higher. In case of a further tie, PDA reserves the right to select the bidder based on relevant experience or undertake negotiations.
 7. The evaluation of bids shall be carried out by the Evaluation Committee constituted by PDA, and the decision of the Committee shall be final and binding on all bidders.
 8. PDA reserves the right to accept or reject any bid, annul the bidding process, or modify the evaluation criteria at any stage, without assigning any reason and without incurring any liability.

27. Negotiations

1. PDA reserves the right to undertake negotiations with the selected bidder (H1) after completion of the evaluation process, if deemed necessary.
2. Negotiations, if conducted, shall be limited to:
 - (i) clarification of scope of work, deliverables, and timelines;
 - (ii) rationalization of the quoted percentage fee, if required; and
 - (iii) alignment of commercial and contractual terms with the provisions of this RFP.
3. The bidder ranked as H1 shall be invited for negotiations in the first instance. In the event that a mutually acceptable outcome is not achieved, PDA reserves the right to invite the next ranked bidder (H2) for negotiations.
4. The quoted financial proposal shall ordinarily be treated as final; however, PDA reserves the right to seek justification for the quoted fee and to negotiate, where necessary, in the interest of achieving a fair and reasonable outcome.
5. If the selected bidder fails to participate in negotiations or does not agree to the finalized terms, PDA reserves the right to reject the proposal and proceed with the next eligible bidder or take such other action as deemed appropriate.
6. The outcome of negotiations, if any, shall be recorded in writing and shall form part of the Agreement to be executed with the selected bidder.

7. PDA shall not be bound to accept the lowest or any proposal and reserves the right to annul the negotiation process at any stage without assigning any reason.

28. Award of Contract

1. After 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 QCBS method as the Selected Bidder.
2. PDA shall issue a Letter of Intent (LoI) to the Selected Bidder, indicating its intent to award the contract for providing Transaction Advisory Services for development of the land parcel at Jahangirabad (Arail), Prayagraj.
3. The Selected Bidder shall, within the time period specified in the LoI, submit the required documents, including Performance Security, and fulfill all conditions precedent to signing of the Agreement.
4. Upon fulfilment of the conditions specified in the LoI, PDA and the Selected Bidder shall enter into a formal Agreement, which shall govern the rights and obligations of both parties in accordance with this RFP.
5. Failure of the Selected Bidder to comply with the requirements of the LoI, including submission of Performance Security and execution of the Agreement within the stipulated time, shall constitute sufficient grounds for annulment of the award and forfeiture of the Earnest Money Deposit (EMD), and PDA may proceed to award the contract to the next ranked bidder or take such other action as deemed appropriate.
6. The contract shall be a project-specific consultancy contract, and the Selected Bidder shall be responsible for providing end-to-end Transaction Advisory Services, including support up to successful completion of the bid process and execution of the Concession/Development Agreement.
7. PDA reserves the right to accept or reject any proposal, annul the bidding process, or modify the award process at any stage without assigning any reason and without incurring any liability.
8. The decision of PDA in the matter of award of contract shall be final and binding on all bidders.

29. Contract Commencement and Mobilization

1. The contract with the Selected Bidder shall come into effect from the date of execution of the Agreement between PDA and the Selected Bidder, following issuance of the Letter of Intent (LoI) and fulfilment of all conditions precedent.
2. The Selected Bidder shall commence the Services within a period of 07 (seven) days from the date of execution of the Agreement or such other date as may be specified by PDA.

3. The Selected Bidder shall mobilize the required team of key personnel and resources in accordance with the Terms of Reference (TOR) and shall submit an Inception Plan / Inception Report outlining the detailed approach, methodology, timelines, and deliverables for the assignment.
4. The mobilization shall include deployment of key experts, initiation of site visits, collection of data, stakeholder consultations, and commencement of all necessary activities for execution of the assignment.
5. Failure of the Selected Bidder to mobilize resources and commence the Services within the stipulated time may result in cancellation of the contract, forfeiture of Performance Security, and such other actions as deemed appropriate by PDA.
6. The Selected Bidder shall ensure continuous availability of key personnel and maintain adequate coordination with PDA throughout the duration of the assignment.
7. PDA may, if required based on project needs, direct the Selected Bidder to establish a temporary project office or ensure periodic on-site presence for effective coordination and execution of the Services, without any additional cost to PDA.

30. PDA's right to vary scope of Contract

1. PDA reserves the right to modify, amend, increase, decrease, or otherwise vary the scope of work under any assignment issued to the selected bidder, at any stage during the execution of the assignment.
2. Such variations may include, but shall not be limited to:
 - a) addition or deletion of project components,
 - b) change in project size, scale, or configuration,
 - c) inclusion of additional studies, analyses, or advisory inputs,
 - d) modification of deliverables or timelines.
3. In the event of any variation in scope, the terms of engagement, including timelines and deliverables, shall be mutually agreed between PDA and the selected bidder and shall be formalized through a written amendment to the Work Order / Agreement.
4. Where such variation has a material impact on the project cost, the fee payable to the selected bidder shall be recalculated based on the revised project cost, in accordance with the percentage fee quoted under this RFP and subject to terms defined in the Work Order.
5. The selected bidder shall not be entitled to any compensation for minor variations in scope that do not materially affect the overall assignment.
6. PDA also reserves the right to withdraw, suspend, or terminate any assignment, in whole or in part, in public interest or administrative necessity, without

assigning any reason. In such cases, payment shall be made for the work satisfactorily completed up to the date of such termination, as determined by PDA.

31. Conflict of Interest

The selected bidder shall avoid any situation that may give rise to a conflict of interest during the selection process and throughout the duration of the Contract. A conflict of interest shall be deemed to exist where the Agency has any direct or indirect interest, financial or otherwise, that could improperly influence, or be perceived to influence, the performance of its obligations or the impartiality of its advice to PDA.

The selected bidder shall disclose to PDA, in writing, any actual or potential conflict of interest as soon as it becomes aware of such a situation. PDA shall have the right to take appropriate action, including rejection of the bid, disqualification, or termination of the Contract, if it determines that a conflict of interest exists and has not been adequately mitigated to its satisfaction.

The selected bidder and its Personnel shall not engage, directly or indirectly, in any activity that conflicts with the interests of PDA or compromises the selected bidder's ability to provide objective and impartial services. The selected bidder shall not derive any undue benefit from information obtained during the course of the assignment, nor shall it use such information for any purpose other than performance of the Services under this Contract.

This obligation shall survive the expiry or termination of the Contract.

SECTION II: TERMS OF REFERENCE (TOR)

32. Terms of Reference

32.1 Introduction

Prayagraj Development Authority (PDA) is a statutory authority responsible for planned development, infrastructure creation, and urban management within its jurisdiction. In line with its mandate to promote sustainable urban growth and optimize utilization of land resources, PDA intends to undertake development of a land parcel measuring approximately 20–25 hectares located at Jahangirabad (Arail), Prayagraj.

The identified land parcel is strategically located and holds significant potential for development of a high-value, revenue-generating urban project. PDA proposes to develop this land through a market-driven approach, leveraging private sector participation through appropriate implementation frameworks such as Public Private Partnership (PPP), lease-based development, joint development, or other suitable models.

The objective of the proposed development is to maximize land value and revenue realization, while ensuring financial viability, sustainability, and alignment with the broader urban development vision of the city.

In this regard, PDA intends to appoint a DEA Empanelled Transaction Advisor to provide end-to-end transaction advisory services, including project conceptualization, feasibility analysis, master planning, financial modelling, project structuring, preparation of bid documents, and support during the bid process up to execution of the Concession/Development Agreement.

The selected Consultant shall adopt a market-oriented and investor-focused approach to identify the highest and best use of the land parcel, develop bankable project structures, and facilitate successful implementation of the project.

32.2 Scope of Work

The selected Consultant shall provide end-to-end Transaction Advisory Services for development of the identified land parcel at Jahangirabad (Arail), Prayagraj. The Consultant shall adopt a market-driven and investor-focused approach to determine the Highest and Best Use (HBU) of the land parcel with the objective of maximizing revenue potential and ensuring financial viability.

The scope of work shall include, but not be limited to, the following:

Phase I: Site Assessment, Due Diligence & Studies

A. Site Assessment and Due Diligence

- Review of available data, land records, and ownership details

- Assessment of site characteristics, access, connectivity, and surrounding development
- Review of applicable master plan, land use regulations, development control norms, and statutory provisions
- Identification of constraints, risks, and development opportunities

B. Surveys, Studies and Investigations

- Topographical survey and site mapping
- Geotechnical and soil investigation (as required)
- Traffic and accessibility assessment
- Market demand assessment and benchmarking of similar projects
- Stakeholder consultations and field visits

Phase II: Feasibility Analysis & Concept Development

C. Feasibility Analysis

- Technical, financial, and economic feasibility assessment
- Demand-supply analysis and revenue potential assessment
- Development of financial models including projections, IRR, and sensitivity analysis
- Identification of development potential and phasing strategy

D. Concept Development and Site Planning

- Preparation of development strategy and zoning approach
- Identification of optimal land use mix
- Preparation of design brief and planning parameters

E. Conceptual Master Planning

- Preparation of concept master plan, including land use zoning and layout
- Infrastructure planning (roads, utilities, circulation, parking, etc.)
- FAR/FSI utilization strategy
- Concept-level cost estimation

Note:

The Consultant shall develop and evaluate at least three (03) alternative development scenarios, and recommend the most viable option based on financial viability, market demand, and revenue maximization.

Phase III: Detailed Planning and Design

F. Architectural Design

- Preparation of conceptual architectural designs and layouts
- 2D/3D visualizations and presentations
- Urban design and façade concepts

G. Engineering & Services Design

- Planning of infrastructure and utility systems including water supply, sewerage, drainage, power, and ICT
- Preliminary structural and services design
- External development works

H. Sustainability & Green Design

- Integration of sustainable and climate-responsive planning
- Incorporation of renewable energy solutions, water conservation, and waste management strategies
- Compliance with applicable environmental norms

Phase IV: DPR, Costing & Approvals

I. Detailed Project Report (DPR)

- Preparation of DPR including technical, financial, and implementation details
- Detailed cost estimates and Bill of Quantities (BoQ)
- Project phasing and implementation strategy
- Risk identification and mitigation plan

J. Regulatory & Statutory Support

- Identification of required approvals and clearances
- Assistance in preparation of submissions for statutory approvals
- Support to PDA in coordination with relevant authorities

Phase V: Project Structuring (Pre-Transaction)

- Identification and evaluation of suitable implementation models such as PPP, lease, joint development, or hybrid structures. The project structure shall ensure financial viability and bankability for private sector participation.
- Development of financial and commercial framework, including revenue models (premium, lease, revenue share, etc.)

- Preparation of risk allocation framework
- Structuring of concession/contractual framework ensuring bankability and investor attractiveness

Phase VI: Developer Engagement & Marketing Strategy

- Preparation of Project Information Memorandum (PIM) and investor pitch documents
- Identification and outreach to potential developers and investors
- Conduct of market sounding and stakeholder consultations
- Development of strategy to enhance project attractiveness and maximize participation

Phase VII: Bid Process Management

- Preparation of bid documents including RFP and Draft Concession/Development Agreement
- Assistance in pre-bid meetings, clarifications, and addenda
- Support in bid evaluation and selection of developer
- Assistance in negotiations, if required
- Support to PDA up to successful completion of bid process and execution of the Concession/Development Agreement

Phase VIII: Miscellaneous and Support Services

- Preparation of reports, presentations, and documentation as required by PDA
- Participation in meetings, workshops, and stakeholder consultations
- Providing any other advisory support required for successful implementation of the project

Notes:

- The above scope is indicative and not exhaustive, and may be modified by PDA based on project requirements.
- The Consultant shall deploy appropriate domain experts and resources to ensure timely and high-quality delivery.
- The Consultant shall be responsible for the accuracy, completeness, and quality of all deliverables.
- All outputs shall be aligned with the objective of maximizing land value, ensuring financial viability, and creating a bankable project structure.

33. Team Deployment

1. The selected bidder shall be required to deploy a qualified and experienced team of professionals for execution of the assigned redevelopment projects under PDA.
2. The team shall possess adequate expertise in areas such as urban infrastructure, PPP structuring, financial modelling, real estate redevelopment, architecture, project planning, and bid process management.
3. The deployment of resources shall be assignment-based, and the Consultant shall ensure availability of required key experts and support personnel as per the scope, size, and complexity of each project. PDA may, at its discretion, seek confirmation of team composition and may require replacement of any resource found unsuitable.

Sl. No.	Position	Minimum Qualification	Minimum Experience	No. of Resources
1	Team Leader/ Transaction Advisory Expert	Postgraduate in Management/Finance/Economics/Infrastructure Planning / Engineering or equivalent	Minimum 10 years of experience in transaction advisory, PPP projects, infrastructure / urban redevelopment projects; experience in leading similar assignments	1
2	PPP/ Infrastructure Expert	Graduate/Postgraduate in Engineering/Infrastructure Planning/Urban Planning or equivalent	Minimum 07 years of experience in PPP project structuring, infrastructure projects, or redevelopment projects	1
3	Financial Expert	Chartered Accountant (CA)/MBA (Finance)/CFA or equivalent	Minimum 07 years of experience in financial modelling, project finance, PPP transactions, or infrastructure advisory	1
4	Urban Planner / Real Estate Expert	Postgraduate in Urban Planning(M. Plan) from a recognized institution	Minimum 05 years of experience in urban planning, redevelopment projects, land use planning, or real estate advisory	1
5	Legal Expert	LLB/LLM from a recognized university	Minimum 05 years of experience in contract management, PPP agreements, concession agreements, and infrastructure projects	1
6	Architect	Master's Degree in Architecture (M.Arch) from a recognized institution	Minimum 5 years of experience in architectural design, building redevelopment, master planning, or urban infrastructure projects	1

Notes:

- The above team structure is indicative, and the Consultant shall deploy additional resources as required based on project requirements.
- The Team Leader shall act as the single point of contact for PDA for each assignment.
- Key personnel proposed for an assignment shall not be replaced without prior approval of PDA, except under unavoidable circumstances.
- PDA reserves the right to review, approve, or reject the proposed team for each assignment.

34. Payment Terms and Conditions

1. The Selected Bidder (Consultant) shall be compensated based on the percentage (%) fee quoted on the Project Cost, as finalized through the bidding process and accepted by PDA.
2. The engagement under this RFP is project-specific, and payment shall be made only for the services rendered under this assignment. The contract shall be governed by the Agreement executed between PDA and the Selected Bidder.
3. The quoted percentage fee shall be deemed to be inclusive of all costs, charges, and expenses, including but not limited to professional fees, taxes (excluding GST, if applicable), duties, levies, out-of-pocket expenses, surveys, data collection, travel, accommodation, logistics, engagement of domain experts, and all other inputs required for successful completion of the assignment. No additional payment shall be admissible on any account unless specifically approved in writing by PDA.
4. The payment shall be released in a milestone-based manner, linked to satisfactory completion and acceptance of deliverables by PDA. The indicative milestone-wise payment structure shall be as follows:

Sl. No.	Milestone / Deliverable	Payment (% of Total Fee)
1	Submission and acceptance of Inception Report, Site Assessment and Due Diligence Report	10%
2	Submission and approval of Pre-Feasibility Report (including development options and HBU analysis)	15%
3	Submission and approval of Detailed Feasibility Report including financial model and project structuring	20%
4	Submission and approval of Concept Master Plan and Design Brief	15%
5	Submission of preliminary Architectural and Engineering Plans/Designs	10%
6	Submission and approval of Detailed Project Report (DPR) including cost estimates and implementation strategy	15%

7	Completion of bid process including submission of final bid documents and support during bidding stage	5%
8	Successful signing of Concession / Development Agreement	10%
Total		100%

35. Meetings

The Consultant shall actively participate in and support all meetings, discussions, and consultations required for successful execution of the assignment under this RFP.

The Consultant shall attend regular review meetings with PDA and other stakeholders, as required, to present progress, discuss key issues, and obtain necessary approvals and guidance.

Such meetings may include, but shall not be limited to:

- Inception meeting at the commencement of the assignment
- Periodic progress review meetings
- Technical and financial review meetings
- Stakeholder consultations and workshops
- Pre-bid meetings with prospective bidders
- Meetings during bid evaluation and negotiations, if required

The Consultant shall ensure participation of relevant key personnel, including the Team Leader and domain experts, as per the requirements of the meeting.

The Consultant shall be responsible for preparation and submission of presentations, reports, agenda notes, and supporting documents for such meetings, and shall also prepare and submit Minutes of Meeting (MoM) within a reasonable time frame or as directed by PDA.

Meetings may be conducted physically at PDA's office or project site, or through virtual platforms, as directed by PDA. The Consultant shall make necessary arrangements to attend such meetings without any additional cost to PDA.

All costs associated with participation in meetings, including travel, accommodation, logistics, and preparation of materials, shall be deemed to be included in the quoted fee, and no separate payment shall be admissible on this account.

The Consultant shall ensure timely follow-up on action points arising from meetings and shall incorporate feedback and directions issued by PDA into the deliverables and work plan.

36. Project Office of the Consultant

1. The Consultant shall ensure adequate presence and coordination for effective execution of the assignment. PDA may, if required, direct the Consultant to establish a temporary project office at Prayagraj or ensure periodic on-site presence during the course of the assignment.
2. The Consultant shall deploy key personnel and support staff as necessary and maintain close coordination with PDA and other stakeholders throughout the duration of the assignment.
3. In case a dedicated project office is established, the Consultant shall be responsible for all arrangements, including office space, equipment, communication facilities, and administrative support, at its own cost.
4. All costs associated with establishment and operation of the project office, including manpower, travel, accommodation, logistics, and communication, shall be deemed to be included in the quoted fee, and no separate payment shall be admissible on this account.
5. The Consultant shall ensure that adequate arrangements are in place for regular interaction, data sharing, and timely delivery of services, whether through physical presence or digital coordination mechanisms, as directed by PDA.

37. Duration of Contract

1. The contract with the selected Consultant shall be project-specific and shall remain valid from the date of execution of the Agreement until successful completion of the assignment, including support up to signing of the Concession/Development Agreement, unless terminated earlier in accordance with the provisions of this RFP.
2. The indicative duration of the assignment is expected to be 12 (twelve) months; however, the actual duration may vary depending upon project requirements, approvals, and progress of the bid process.
3. PDA may, at its discretion, extend the duration of the contract, if required, based on project exigencies, without any change in the agreed terms and conditions, except as may be mutually agreed in writing.
4. The Consultant shall complete all deliverables within the timelines specified in the approved work plan and as agreed with PDA from time to time.

SECTION III- OTHER STANDARD FORMS

38. Formats for submission

38.1 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:

38.2 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)

38.3 Form 3: Project Details

Project Name:	Country:
Project location within the country:	Professional staff provided by your firm:
Name of the client:	Professional staff months provided by your firm:
Address and contact person (Client):	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:	No. of person-months professional staff provided by associated firm:
Name of the Key professional of your firm involved in the assignment:	
Detailed narrative description of project:	

38.4 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 Lakhs)
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:

38.5 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

38.6 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.

38.7 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

38.8 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	

38.9 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	Quoted Fees Rate (in%)	TOTAL AMOUNT In Words
1	2	3	4	5	6
1	Transaction Advisory Fee for End-to-End Development of Land Parcel at Jahangirabad (Arail), Prayagraj (Inclusive of all costs as per RFP)	1.00	Percentage		INR Zero Only
Total in Figures					INR Zero Only
Quoted Rate in Words				INR Zero Only	

Note:

1. The bidder shall quote a single percentage (%) fee, which shall be applicable on the Project Cost for the subject assignment under this RFP.
2. The quoted percentage shall be deemed to be inclusive of all costs and expenses, including but not limited to professional fees, surveys, travel, logistics, manpower, and all other inputs required for completion of the assignment, excluding GST, which shall be payable as applicable.
3. No separate payment shall be made for any component not explicitly provided for in the RFP.
4. The quoted percentage fee shall remain firm and valid for the entire duration of the contract and shall not be subject to any escalation.
5. Conditional financial proposals shall be rejected.

6. This is an illustrative format; bidders shall submit their Financial Proposal strictly in the prescribed BoQ format available on the e-procurement portal.

38.10 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.

38.11 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 Lol / 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

39. General Provisions

39.1 Definitions

In this Contract, unless the context otherwise requires, the following terms shall have the meanings assigned to them below:

- a) **“Authority” or “PDA”** means Prayagraj Development Authority, including its successors and permitted assigns.
- b) **“Consultant” or “Agency” or “Selected Bidder”** means the bidder selected pursuant to this RFP for providing Transaction Advisory Services, and includes its permitted successors and approved assigns.
- c) **“Agreement”** means the Contract Agreement entered into between PDA and the Consultant, together with all annexures, schedules, and amendments thereto.
- d) **“Assignment” or “Services”** means the Transaction Advisory Services to be provided by the Consultant as specified in the Terms of Reference (TOR) and the Agreement.
- e) **“Project”** means the proposed development of the land parcel at Jahangirabad (Arail), Prayagraj, including all components identified under this RFP.
- f) **“Project Cost”** means the total approved capital cost of the Project, as finalized by PDA based on the DPR, including all project components, and used for the purpose of determining the Consultant’s fee.
- g) **“Deliverables”** means all reports, documents, drawings, plans, presentations, and outputs to be submitted by the Consultant as part of the Services under this RFP.
- h) **“Effective Date”** means the date on which the Agreement is executed between PDA and the Consultant.
- i) **“Work Order”** means the formal communication issued by PDA to the Consultant specifying commencement of Services, scope, and timelines, where applicable.
- j) **“Bidder”** means any entity submitting a Proposal in response to this RFP.
- k) **“RFP”** means this Request for Proposal document, including all sections, annexures, corrigenda, and amendments issued by PDA.
- l) **“Concession/Development Agreement”** means the agreement to be executed between PDA and the selected developer for implementation of the Project.

- m) **“Force Majeure”** means any event or circumstance beyond the reasonable control of a Party, which prevents or delays performance of its obligations under the Agreement, including but not limited to natural disasters, war, riots, strikes, or governmental actions.
- n) **“Key Personnel”** means the professional staff proposed by the Consultant and approved by PDA for execution of the Services.

39.2 Governing Law

This Contract, its interpretation, meaning, and the relationship between the Parties shall be governed by and construed in accordance with the **laws of India**.

39.3 Notices

- a) Any notice, request, or consent required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given when delivered by hand, registered post, or official email to the authorised representative of the concerned Party.
- b) Either Party may change its address for service of notices by giving written notice of such change to the other Party.

39.4 Authorised Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by PDA or the Consultant, may be taken or executed by the officials or representatives authorised by the respective Party and communicated in writing to the other Party.

39.5 Taxes and Duties

All applicable taxes, duties, levies, and statutory charges (other than GST) shall be deemed to be included in the quoted professional fees. GST or any other applicable indirect tax shall be paid by PDA additionally, at applicable rates, subject to submission of valid tax invoices and compliance with statutory provisions.

39.6 Fraud and Corruption

For the purpose of this Contract, the following terms shall have the meanings assigned to them below:

- a. **“Corrupt Practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any official of the Client in the selection process or in contract execution.
- b. **“Fraudulent Practice”** means any act or omission, including misrepresentation or suppression of facts, intended to influence the selection process or the execution of the Contract.

c. **“Collusive Practice”** means any scheme or arrangement between two or more bidders, with or without the knowledge of the Client, designed to establish bid prices at artificial, non-competitive levels.

d. **“Coercive Practice”** means harming or threatening to harm, directly or indirectly, any person or property to influence participation in a procurement process or to affect the execution of a contract.

39.7 Measures to be Taken

PDA shall cancel the Contract if it determines at any time that the Agency or its representatives have engaged in corrupt, fraudulent, collusive, or coercive practices during the selection process or during execution of the Contract. The Authority may also sanction the Agency, including declaring it ineligible, either indefinitely or for a specified period, to be awarded any contract by the Authority, if it is established that the Agency has directly or through an agent engaged in such practices while competing for or executing the Contract.

39.8 Commencement, Completion, Modification and Termination of Contract

39.8.1 Effectiveness of Contract

This Contract shall come into effect from the date on which it is signed by both Parties or from the date of issuance of the Letter of Award, whichever is earlier. The date on which the Contract becomes effective shall be referred to as the **Effective Date**.

39.8.2 Commencement of Services

The Consultant shall commence the Services and complete mobilisation of the PMU within the time period specified in the RFP or the Contract, and in any case not later than the period prescribed by the Authority from the Effective Date.

39.8.3 Expiration of Contract

Unless terminated earlier in accordance with the provisions of this Contract, the Contract shall remain valid for the duration specified in the RFP or the Contract and shall expire upon completion of the contract period, including any approved extension thereof.

39.8.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any change in the scope of the Services, shall be valid only if made in writing and duly agreed upon by authorised representatives of both Parties.

39.8.5 Force Majeure

- a) **Definition:** For the purposes of this Contract, “Force Majeure” shall mean any event or circumstance beyond the reasonable control of a Party which renders performance of its obligations under the Contract impossible or impracticable, including but not limited to acts of God, war, riots, civil commotion, strikes,

epidemics, pandemics (including COVID-19), natural calamities, acts of government, or any other similar events.

- b) No Breach of Contract:** Failure or delay by either Party in performance of its obligations under this Contract shall not be considered a breach or default if such failure or delay is caused by a Force Majeure event, provided that the affected Party has taken all reasonable precautions and alternative measures to mitigate the effects of such event and has promptly notified the other Party in writing. Where performance of the Services is affected by a pandemic or similar public health emergency, the Parties may mutually agree to modify the timelines, location, or mode of delivery of Services, including remote working arrangements, to the extent feasible.
- c) Extension of Time:** Any time period within which a Party is required to perform any obligation under this Contract shall be extended by a period equal to the duration during which such Party was unable to perform due to the Force Majeure event.

39.8.6 Termination

a) Termination by PDA

PDA may, without prejudice to any other rights or remedies, terminate the Contract, in whole or in part, by giving written notice to the Consultant under the following circumstances:

- (i) material breach of any terms and conditions of the Contract;
- (ii) failure to perform the Services in accordance with the approved work plan, timelines, or deliverables;
- (iii) persistent delay or non-performance despite written notices from PDA;
- (iv) submission of false, misleading, or fraudulent information;
- (v) insolvency, bankruptcy, or dissolution of the Consultant;
- (vi) engagement in corrupt, fraudulent, collusive, or coercive practices; or
- (vii) for administrative reasons or in public interest, by giving 30 (thirty) days' prior written notice, without assigning any reason.

Upon termination, the Consultant shall immediately cease the Services, submit all Deliverables and documents up to the date of termination, and PDA shall make payment only for the Services satisfactorily completed and accepted. PDA shall have the right to recover any losses or damages arising due to such termination and may invoke the Performance Security, if required.

b) Termination by the Consultant

The Consultant may terminate the Contract by giving 30 (thirty) days' prior written notice to PDA in the event of a material breach by PDA, provided that such breach remains uncured within the notice period.

Upon termination, the Consultant shall hand over all Deliverables, documents, and materials prepared up to the date of termination. PDA shall make payment for Services satisfactorily performed and accepted up to the date of termination, in accordance with the provisions of the Contract.

39.8.7 Payments upon Termination

Upon termination of the Contract for any reason, the following provisions shall apply:

1. PDA shall make payment to the Consultant for the Services satisfactorily performed and accepted up to the effective date of termination, in accordance with the milestone-based payment structure defined in the Contract.
2. Payment shall be limited to the proportionate value of completed deliverables corresponding to the achieved milestones, as certified by PDA. No payment shall be made for incomplete, deficient, or unapproved deliverables.
3. In case termination occurs prior to completion of a milestone, payment, if any, shall be made on a pro-rata basis, subject to assessment and approval by PDA of the extent and quality of work completed.
4. Any amounts due to PDA on account of penalties, damages, or recoveries arising from the Consultant's default shall be deducted from payments due to the Consultant or recovered from the Performance Security, as applicable.
5. The Consultant shall not be entitled to any compensation for loss of profit, anticipated revenue, or unperformed Services beyond the effective date of termination.
6. All payments shall be subject to submission of complete deliverables, supporting documents, and invoices, and certification by PDA.
7. In case of termination for default of the Consultant, PDA shall have the right to withhold payments until completion of assessment of damages and recovery of losses, if any.

39.9 Obligations of the Consultant

39.9.1 Standard of Performance

The Consultant shall perform the Services and discharge its obligations under this Contract with due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices. The Consultant shall observe sound management practices, deploy suitably qualified and experienced personnel, and utilise appropriate technology and resources for effective performance of the Services. The Consultant shall act at all times as a faithful advisor to PDA, safeguard the legitimate interests of the Authority, and support PDA in all dealings with third parties relating to the Services.

39.9.2 Confidentiality

- a) The Consultant shall maintain strict confidentiality of all information, data, documents, reports, drawings, and other materials, whether in written,

electronic, or oral form, received from or generated for PDA in connection with the performance of the Services under this Contract (hereinafter referred to as “Confidential Information”).

- b) The Consultant shall not, without prior written consent of PDA, disclose, publish, or otherwise make available any Confidential Information to any third party, except to its personnel, advisors, or approved sub-consultants on a need-to-know basis for the purpose of performing the Services, and subject to similar confidentiality obligations.
- c) The Consultant shall take all reasonable measures to protect the confidentiality of such information and shall ensure that its personnel, representatives, and approved sub-consultants comply with the provisions of this clause.
- d) The Consultant shall not use the Confidential Information for any purpose other than the performance of the Services under this Contract, nor shall it derive any undue benefit from such information.
- e) Upon completion or termination of the Contract, the Consultant shall return or hand over to PDA all Confidential Information and related materials, including all copies, in such form as may be directed by PDA. is or becomes public other than through a breach of this Contract;
- f) is lawfully received from a third party without breach of confidentiality obligations;
- g) was known to the receiving Party at the time of disclosure or is independently developed thereafter;
- h) is required to be disclosed to enforce the receiving Party’s rights under this Contract; or
- i) is required to be disclosed under applicable law, legal process, or professional regulations.

The confidentiality obligations under this Clause shall remain valid for a period of two (02) years from the date of termination or expiry of this Contract.

39.9.3 Documents and Intellectual Property

- a) All reports, documents, drawings, designs, plans, data, models, presentations, and other materials (collectively referred to as “Deliverables”) prepared, developed, or submitted by the Consultant in the course of performing the Services under this Contract shall become the sole property of PDA.
- b) The Consultant shall ensure that all Deliverables are original and do not infringe upon any intellectual property rights of any third party. The Consultant shall be solely responsible for obtaining all necessary permissions, licenses, or approvals required for use of any third-party materials incorporated in the Deliverables.

- c) PDA shall have the unrestricted right to use, reproduce, modify, adapt, publish, distribute, or disclose the Deliverables, in whole or in part, for any purpose related to the Project or otherwise, without any additional payment to the Consultant.
- d) The Consultant shall not use, reproduce, or disclose any Deliverables, data, or information related to the Project for any purpose other than performance of the Services under this Contract, without prior written approval of PDA.
- e) Upon completion or termination of the Contract, the Consultant shall promptly hand over to PDA all documents, records, data, and materials related to the Project, in both hard and soft formats, as may be required by PDA.
- f) Notwithstanding the above, the Consultant may retain copies of the Deliverables for its internal record and for demonstrating its experience, provided that such use does not disclose any confidential or sensitive information and is subject to prior approval of PDA.
- g) The provisions of this clause shall survive the expiry or termination of the Contract.

39.9.4 Accounting

Any access by the Client or its nominated agencies shall be conducted:

- a) Upon reasonable notice;
- b) Either by the Client's team or by its nominated agency that is not a direct competitor of the Agency; and subject to reasonable arrangements to ensure that duties of confidentiality on the part of the Agency to its other clients and third parties are preserved.
- c) Such an auditor inspection right will not involve access to Agency's system.
- d) The terms of an auditor inspection shall be mutually agreed by the parties.
- e) The Agency will only share the extract of time and expense records

39.10 Obligations of PDA

39.10.1 Assistance and Support

PDA shall use its best efforts to provide the Agency such assistance, access to information, records, and coordination support as may be reasonably required for performance of the Services under this Contract.

39.10.2 Change in Applicable Law Related to Taxes and Duties

- a) If, after the date of this Contract, there is any change in applicable law relating to taxes and duties which results in an increase or decrease in the taxes payable on the Services, the remuneration payable to the Agency under this Contract shall be adjusted accordingly, subject to compliance with applicable laws.

- b) Except as expressly provided in this Contract, neither Party shall assign or transfer its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other Party.

39.10.3 Good Faith

The Parties shall act in good faith in respect of each other's rights and obligations under this Contract and shall take all reasonable measures necessary to ensure the achievement of the objectives of the Contract.

39.10.4 Settlement of Disputes

a) Amicable Settlement

The Parties shall endeavour to resolve any dispute, difference, or claim arising out of or in connection with this Contract through mutual consultation and amicable settlement. Either Party may give written notice to the other Party of the existence of a dispute, and the Parties shall attempt to resolve the dispute amicably within **thirty (30) days** from the date of such notice.

b) Arbitration

If the dispute is not resolved amicably within the stipulated period, the same shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitral tribunal shall consist of a sole arbitrator mutually appointed by the Parties. The seat and venue of arbitration shall be Prayagraj, Uttar Pradesh, and the proceedings shall be conducted in the English language.

c) Jurisdiction

Subject to the arbitration clause above, the courts at Prayagraj, Uttar Pradesh shall have exclusive jurisdiction over all matters arising out of or in connection with this Contract.

39.11 Liquidated Damages

If the Consultant fails to perform the Services in accordance with the timelines, deliverables, milestones, or other obligations specified under this Contract, including delay in mobilisation, delay in submission of reports/deliverables, failure to achieve agreed milestones, or non-compliance with directions of PDA, the Authority shall be entitled to levy Liquidated Damages (LD) without prejudice to any other rights available under the Contract.

Liquidated Damages shall be levied at the rate of 1% (one percent) of the applicable milestone payment value per week or part thereof for each instance of delay or default, subject to a maximum of 10% (ten percent) of the total Contract Value.

In case of delay in achieving any milestone, the corresponding payment for that milestone may be withheld, reduced, or deferred, in addition to levy of Liquidated Damages, as deemed appropriate by PDA.

Upon reaching the maximum limit of Liquidated Damages, PDA shall have the right to take further action, including termination of the Contract and/or encashment of

Performance Security, in accordance with the provisions of this RFP and the Agreement.

The imposition of Liquidated Damages shall not relieve the Consultant of its obligation to complete the Services or rectify deficiencies, nor shall it limit PDA's right to recover actual damages in cases of fraud, willful misconduct, or gross negligence.

No Liquidated Damages shall be applicable in cases where the delay is:

- (i) attributable solely to PDA; or
- (ii) due to a duly recognized Force Majeure event under the Contract.

39.12 Service Level Penalty Matrix

The Consultant shall adhere to the timelines, quality standards, and performance requirements specified in this RFP and the Agreement. In case of delay, deficiency, or non-performance, the following Service Level Penalty Matrix shall apply:

Sl. No.	Description of Incident	Service Level Requirement	Penalty to be Imposed
1	Delay in submission of deliverables (Inception Report, Feasibility Reports, Master Plan, DPR, Bid Documents, etc.)	Submission within timelines agreed in the Work Plan / approved schedule	1% of corresponding milestone payment per week of delay, subject to maximum of 10% of that milestone
2	Submission of incomplete/substandard deliverables requiring major revisions	Deliverables to meet TOR requirements and PDA approval standards	Up to 10% deduction of milestone payment, based on severity
3	Failure to incorporate comments/revisions within stipulated time	Revised submission within timeline specified by PDA	0.5% of milestone payment per week of delay
4	Non-availability of key personnel during critical stages/meetings without prior approval	Mandatory availability of key experts as per TOR	INR 10,000 per instance per key personnel
5	Failure to attend scheduled meetings/presentations	Participation in all meetings as directed by PDA	INR 10,000 per instance
6	Delay in supporting bid process activities (pre-bid responses, evaluation support, etc.)	Timely support during bid process	Up to 5% of milestone payment
7	Failure to support till signing of	Completion of full	Withholding of final

	Concession/Development Agreement	transaction cycle	milestone payment (10%) until completion
8	Repeated non-performance/material breach	Consistent adherence to scope and timelines	May lead to termination of contract, forfeiture of Performance Security, and other actions as per contract

Additional Provisions:

1. The total penalty for delays and deficiencies shall be subject to a maximum cap of 10% of the total Contract Value.
2. Penalties shall be deducted from the payments due to the Consultant.
3. In case the penalty reaches the maximum limit or in case of continued non-performance, PDA reserves the right to:
 - Terminate the contract
 - Forfeit Performance Security
 - Debar the Consultant from future assignments
4. No penalty shall be levied in case of delays attributable to PDA, force majeure events, or reasons beyond the control of the Consultant, as determined by PDA.
5. The decision of PDA regarding imposition and quantum of penalty shall be final and binding.

39.13 Limitation of Liability

The aggregate liability of the Agency, whether arising out of or in connection with this Contract or the Services, whether in contract, tort (including negligence), or otherwise, shall not exceed the total fees actually paid to the Agency under the respective assignment(s) pursuant to this Contract.

Notwithstanding anything to the contrary contained herein, the Agency shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profit, loss of business, loss of revenue, or loss of goodwill, whether or not such damages were foreseeable or contemplated by the Parties.

The limitation of liability specified herein shall not apply to:

- liability arising out of fraud, wilful misconduct, or gross negligence of the Agency;

- breach of confidentiality obligations; or
- infringement of intellectual property rights.

39.14 Indemnity

The Consultant shall indemnify and hold harmless PDA against any claims, losses, damages, liabilities arising out of negligence, breach, or misconduct.

39.15 Exit Management

Upon expiry or termination of the Contract or any assignment issued under this RFP, the Agency shall ensure a smooth and orderly transition of services, so as to avoid any disruption to ongoing or planned projects of PDA.

The Agency shall:

- (i) promptly hand over all reports, documents, data, financial models, bid documents, correspondence, and other materials, whether complete or in progress, to PDA in both hard and soft formats;
- (ii) provide all necessary assistance, clarifications, and support to PDA or any agency/consultant nominated by PDA, for continuation or completion of the assignment;
- (iii) ensure that all project-related information, records, and documentation are properly indexed, organized, and transferred in a usable format;
- (iv) extend reasonable cooperation for knowledge transfer, including briefings, presentations, and sharing of methodologies used for the assignment;
- (v) refrain from withholding any information or documents on account of any pending dispute, payment, or claim.

The Agency shall complete all exit management obligations within a period specified by PDA, which shall ordinarily not exceed 30 (thirty) days from the date of termination or expiry of the assignment.

The cost of all activities related to exit management shall be deemed to be included in the quoted fee, and no additional payment shall be admissible.

Failure to comply with the exit management obligations may result in encashment of Performance Security, withholding of payments, and/or initiation of appropriate action, including blacklisting/debarment, as per the provisions of this RFP.