



**MORADABAD DEVELOPMENT
AUTHORITY**

Request for Proposal (RFP)

for

**Hiring of Consultant to assist Moradabad Development
Authority in Land Assembly Activities**

Moradabad Development Authority,
New Moradabad, Uttar Pradesh- 244001

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e-BID NOTICE

REQUEST FOR PROPOSAL FOR HIRING OF CONSULTANT TO ASSIST MORADABAD DEVELOPOMENT AUTHORITY IN LAND ASSEMBLY ACTIVITIES

eBid Reference no.: MDA_LA_2023_24

Online eBids are invited from Consultant Companies “**TO ASSIST MORADABAD DEVELOPOMENT AUTHORITY IN LAND ASSEMBLY ACTIVITIES**” as per GEM portal dates. The Technical eBids shall be opened as per GEM portal dates or afterwards. The details of submission of eBids are available in the RFP document uploaded on the GEM Portal <https://gem.gov.in> and the Moradabad Development Authority website <https://mdamoradabad.gov.in/>. Moradabad Development Authority reserves the right to cancel any or all the eBids or annul the Bidding process without assigning any reason thereof.

Secretary,
Moradabad Development Authority,
New Moradabad, Uttar Pradesh- 244001

Phone: 0591- 2796666

E-Mail: mdamoradabad2019@gmail.com

Disclaimer

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Moradabad Development Authority (MDA) or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the MDA 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 preparing their technical proposals and financial offers pursuant to this RFP (the "Proposal"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the MDA in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the MDA, its employees or advisors to consider the investment objectives, financial situation and need of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. MDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. MDA, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment 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 RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage. The MDA also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. MDA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that MDA is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Assignment and the MDA reserves the right to reject all or any of the Bidders or Proposals without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by MDA or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will be borne by the bidder. MDA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

SECTION I: LETTER OF INVITATION

1. Through this Request for Proposal (RFP), it is intended to invite e-Bids for **“HIRING OF CONSULTANT TO ASSIST MORADABAD DEVELOPMENT AUTHORITY IN LAND ASSEMBLY ACTIVITIES”**.
2. Bidders are advised to study the eBid document carefully.
3. Submission of eBids against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the eBid document with full understanding and its implications.
4. MDA may, at its own discretion, extend the date for submission of eBids. In such case all the rights and obligations of MDA and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
5. The eBid document is available on GEM portal <https://gem.gov.in> and also on MDA website <https://mdamoradabad.gov.in/> . Interested Bidders may view, download the eBid document, seek clarification and submit their eBids online only on GEM portal <https://gem.gov.in/> up to the date and time mentioned in the data-sheet below:

eBid Reference No.	MDA_LA_2023_24
Purpose	Request for Proposal (RFP) For “HIRING OF CONSULTANT TO ASSIST MORADABAD DEVELOPMENT AUTHORITY IN LAND ASSEMBLY ACTIVITIES” .
Time Period of Project	24 Months
Earnest Money Deposit (EMD)	INR 1,00,000/- (Refundable)
eBid Inviting Officer	Vice-Chairman, Moradabad Development Authority, Moradabad.
Date of Publication on e-Bid Notice and Request for Proposal (RFP)	As per GEM Portal https://gem.gov.in/
Last Date for Submission of eBids on GEM portal	As per GEM Portal
Site for Submission of eBids	GEM Portal https://gem.gov.in
Date of Opening of Technical eBids	As per GEM Portal or afterwards
Date of Opening of Financial eBids	To be informed at a later stage
Venue of Opening of eBids	Moradabad Development Authority, New Moradabad, Uttar Pradesh- 244001.
MDA Website address	https://mdamoradabad.gov.in/
MDA e-mail addresses	mdamoradabad2019@gmail.com
Contact number	0591-2796666

6. MDA reserves the right to cancel any or all the eBids or annul the eBid process without assigning any reason thereof.
7. The Bidders must upload all the required documents electronically in the PDF format except for the Financial Proposal Submission Form which will be electronically uploaded on GEM portal <https://gem.gov.in>. It is suggested that the PDF Files should be made in gray scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the GEM portal <https://gem.gov.in>. The required electronic documents for each document label of Technical (Fee details, Annexure, etc.) schedules/ packets can be clubbed together to make single different files for each label. The size of Single label file should be as per GEM portal requirements.

SECTION II: TERMS OF REFERENCE & SCOPE OF WORK

2.1. Background

Moradabad Development Authority is constituted under section-3 of U.P. urban planning and development Act, 1973. Its jurisdiction extends to an area of about 536.47 sq. kms. spread across the districts of Moradabad, Amroha and Sambhal. The Authority is entrusted with the function of catering to the housing needs of the population and planned development in its development area according to sanctioned plan. To fulfil the housing needs and planned infrastructural development, the Authority is making consistent efforts to augment its land bank.

2.2. Objectives

The purpose of this Request for Proposals (RFP) is to identify and select Consultant with demonstrated experience in land assembly processes, legal frameworks, negotiation strategies and project management.

The objective of this RFP are as follows:

- **Efficient Land Assembly:** To streamline the process of land assembly for housing and infrastructure development, by engaging experienced Consultants who can offer strategic guidance and support.
- **Compliance with Regulations:** To ensure that land assembly activities are carried out in compliance with the policies of the Government and relevant laws, including but not limited to RFCTLARR Act, 2013.
- **Transparent and Inclusive Process:** To promote transparency and inclusivity in the land assembly process by engaging stakeholders in decision-making and consultation activities and to facilitate negotiations with landowners and other stakeholders to secure land parcels at fair market value while minimizing conflict and delays.
- **Timely project Delivery and Risk Mitigation:** To support the Authority in achieving timely project delivery by providing timely and efficient land assembly services, including due diligence, documentation and stakeholder coordination. To identify and mitigate risks associated with land assembly activities, including legal and financial, through comprehensive risk assessment and management strategies.

2.3. Scope of Work for the Consultant

The Consultant is required to assist the Authority in all land assembly activities. Predominantly, Land Purchase Model is to be adopted however, in case few landowners are not in agreement to sell their land parcels, Authority may resort to Land Acquisition under RFCTLARR Act, 2013 to assemble remaining land parcels, as per its requirements.

Irrespective of land assembly model adopted, the Consultant shall be required to carry out the following responsibilities:

1. Finalization of Area of Interest (AOI) proposed by the Authority.
2. Before starting land assembly activities, the Consultant shall prepare and submit phasing plan wherein land parcels which are next to primary and secondary roads shall be prioritized.
3. Survey using latest technology such as DGPS & high-resolution drone survey.
4. Data collection for the AOI from various departments.
5. Collection of revenue records
 - a. Collection & Digitalization of Revenue maps in GIS;
 - b. Geo-referencing of revenue maps in GIS;
 - c. Superimposition of revenue maps in GIS;
 - d. Collection of land ownership data and integrating with GIS database of the land Parcel.
6. The assembly pattern of the land parcels shall be taken up in such a way that it ensures the continuity of the land parcel.
7. Distribution of individual notices to the landowners about the measurement survey of their land.
8. To provide the Authority with details of survey numbers abutting and not-abutting the road.
9. To prepare a Khasra wise report on clear title, encumbrance, court cases, etc. A separate exercise is to be carried out to demarcate all land parcels vested with the Government.
10. Survey of acquired and affected structures, assets & trees, Revenue water bodies, etc. for valuation through FSDA.
11. End to end file preparation and digitization of land assembly records and facilitating access of entire records, details and financial data through a web based platform/ portal to facilitate report generation and monitoring.

The scope of services as per the land assembly model adopted, includes but not limited to, shall be as follows:

A. Land Assembly under Direct Purchase

The Consultant will assist the Authority in end-to-end process of Direct Purchase of land in accordance with the prevailing Govt. guidelines. Key tasks in the entire processes are listed below:

Assistance in direct purchase of *Small Projects*
(Total cost of Land to be purchased is up to 10 Cr)

1. The consultant is required to assist the Authority in identification of land with khasara-by-khasara / plot-by-plot survey on GIS, contour survey and preparation of a proposal regarding the utility of the said land including all the aspect, collection of land ownership data and integration with GIS database for assigned land parcels. Survey of the existing structure, contour survey.
2. Assistance in preparation of the proposal for purchase of land to be submitted to the competent authority and evaluation and finalization of rate of land to be purchased and, fixed installments of the total land value and approval of the same by the competent authority.
3. Assistance in collecting consent from landowners, as per the prescribed format.
4. Assistance in proceedings of the Committee constituted for Direct Purchase of land
5. Assistance in submission of proposal to the District Magistrate/ competent authority for approval
6. Assistance in actions to be taken for the purchase of land as per the approval received from District Magistrate/ competent authority.

Assistance in direct purchase of Medium/large Projects

(Total cost of Land to be purchased is more than 10Cr)

1. The consultant is required to assist the Authority in identification of land with khasara-by-khasara / plot-by-plot survey on GIS, contour survey and preparation of a proposal regarding the utility of the said land including all the aspect. Collection of land ownership data and integrating with GIS database of the land Parcel. Survey of the existing structure, contour survey.
2. Preparation of the proposal for application for purchase of land to be submitted to the competent authority and evaluation and finalization of rate of land to be purchased and fixed installments of the total land value and approval of the same by the competent authority
3. Assistance in collecting consent from landowners, as per the prescribed format.
4. Assistance in proceedings of the committee constituted for the Direct Purchase of land
5. Assistance to the committee in preparation of the proposal for application for purchase of land.
6. Assistance in submission of proposal to the competent authority for approval.

Common tasks to be undertaken for both the above mentioned categories:

1. Assistance in due diligence and resolution in case of dispute, if any

2. Assistance in seeking approval from competent Authority (after approval of land to be purchased and the total land value, before execution of sale deed)
3. Assistance in execution of sale deed
4. Assistance in demarcation and taking of possession.
5. Assistance in due diligence, documentation, digitization and stakeholder coordination and identify and mitigate risks associated with land assembly activities, including legal and financial, through comprehensive risk assessment and management strategies.
6. Assistance in end to end file preparation, digitization and access of entire land assembly and financial data through a web based platform/ portal to facilitate report generation and monitoring.

B. Land Assembly via Land Acquisition

I. Assisting Authority in preparation of a proposal for land acquisition

The consultant is required to assist the Authority in identification of land with khsara-by-khasara / plot-by-plot survey and preparation of a proposal for utility of the land including all the aspect. Collection of land ownership data and integrating with GIS database of the land Parcel.

II. Social Impact Assessment and Preparation of Preliminary Notification

The Consultant shall assist in carrying out Social Impact Assessment of the proposed acquisition to the agency notified by the State Government. After completion of SIA and appraisal of the report by the Expert Group, the Consultant shall prepare final notification under Section 11 of the RFCTLARRA, 2013. The activities included are:

1. Collect photocopies of Village Revenue Maps from the Revenue Department
2. Collect Engineering Design/Master Plan
3. Superimpose Designs on Village Revenue Maps
4. Verify each Khasra no. under question in the field
5. Delineate and estimate the exact area to be acquired on Plan, where landacquisition is proposed,
6. Submission of the land acquisition details to the SIA agency
7. Disclosure as per various sections of RFCTLARRA,2013,
8. Collect land ownership details from the concerned Tehsil Office.
9. Submission of final preliminary notification under Section 11 along with Land Acquisition Plan to the Land Acquisition Collector.

III. Preparation of notification under Section 11 & 19

The RFCTLARRA, 2013 has provision of preparation of Rehabilitation and Resettlement Scheme along with the issuance of declaration under Section 19 of the said Act 2013. Following activities are to be undertaken:

1. Preparation of draft notification u/s 11(1)
2. Disclosure as per section 12 of the RFCTLARRA,2013
3. Record objections under section 15 of the RFCTLARRA,2013
4. Distribution of individual notices to the landowners about the Measurement of survey of their land/plot/house.
5. Distribution of individual notices to the landowners about the date of objection / land acquisition proceedings under Section 15 of the RFCTLARRA,2013
6. Preparation of reply of objections
7. Assistance to the Land Acquisition Collector in hearing of objections
8. Preparation of Rehabilitation and Resettlement Scheme
9. Preparation of Draft declaration as per requirement of Section 19 of the Act *ibid*.

IV. Preparation of Compensation and Rehabilitation and Resettlement Award as per Section 26

The fixation of market price & compensation of land and other properties being acquired is to be made as per provisions of Section 26 of the LA Act, 2013. However, for determination of compensation, the Land Acquisition Collector has to consider the rates on which sale of land in the concerned revenue village and area surrounding it was registered in the last three years as per guidelines envisaged in the Act. The following activities would be required to be undertaken:

1. Assistance in collection and preparation of sale deed of the last three years and marking of the same on the Aka Shajra Plan vis a vis land under acquisition.
2. Assistance in fixing the rate (Preparation of complete file) to Land Acquisition Collector.
3. Assistance in joint inspection of acquired land along with the official of LAC, Revenue Department, MDA and Villagers
4. Preparation of Rehabilitation and Resettlement Award
5. Demarcation of acquired Land and Taking of Possession
6. Assistance in demarcation of land boundary as per area acquired
7. Survey of acquired and affected structures for valuation through MDA
8. Re-establishing *tatima* in the field by making measurement and survey of each *Khasra* no.
9. Demarcation of acquired land on ground and submission of plan after demarcation.

V. Disbursement of Compensation

Timely disbursement of compensation is one of the major challenges in the acquisition process because land records in the villages are not updated on time, transfer of land

cannot be recorded because the properties are inherited, persons living abroad and prevalence of unrecorded tenure. Under the given circumstances, disbursing payments to the actual landowner will require following activities:

1. Updating land records with the help of Patwaris/Lekhpal/RI.
2. Public consultation and sensitization of people about the requirement of actual owner of properties,
3. Distribution of payment cheques in public meeting in villages as per instructions of the Land Acquisition Collector.

VI. Possession of Land

After disbursement of compensation, the land will be taken into possession, demarcated at site and then will be got transferred in the name of MDA in the revenue records. All kinds of assistance for updating of revenue record as well as taking possession from the landowners & handing over the same to the MDA would be provided.

VII. Demarcation of Land and Taking Possession

1. Assistance in demarcation of land boundary as per area acquired
2. Preparation of Tatima of the Khasra no. of each piece of acquired land.
3. Survey of affected structures for valuation through MDA
4. Completing mutation and all kind of formalities to get transferred the ownership of land in the name of MDA in the revenue records.
5. Re-establishing tatima in the field by doing measurement and survey of each Khasra no.,
6. Assistance in demarcation of acquired land and taking possession.

2.4. Payment schedule and Milestones

The payment schedule and milestones of the consultant are illustrated below:

Table 1: Payment Schedule and Milestones for Direct Purchase Assembly Model

#	Milestone	Percentage of quoted rate
1.	Identification of land with khasara-by-khasara / plot-by-plot survey on GIS/ contour survey	10%
2.	Preparation of proposal for purchase of land to be submitted to the competent authority and evaluation and finalization of rate of land to be purchased and fixed installments of the total land value and approval of the same by the competent authority followed by approval from the Board	10%
3.	Collecting consent from landowners, in accordance with the prescribed format, document collection & due diligence	10%
4.	Execution of sale deed/ mutation, payment and possession	50%
5.	Systematization/ digitization of records, project report, portal updation, submission/ handing over of data, documents and records.	20%

Table 2: Payment Schedule and Milestones for Land Acquisition Assembly Model

#	Milestone	Percentage of quoted rate
1.	Identification of land with khasara-by-khasara / plot-by-plot survey on GIS/ contour survey, preparation of Proposal & submission	20%
2.	On approval of SIA	5%
3.	On approval, Award, disbursement of Compensation, Mutation and taking Possession of land	50%
4.	Demarcation of land boundary	5%
5.	Systematization/ digitization of records, project report, portal updation, submission/ handing over of data, documents and records.	20%

NOTE: The Financial Proposal by the bidder must contain of single rate i.e., **rate per hectare**. This rate should be for the services/consultancy provided for land assembly via Direct Purchase Acquisition. Whereas the rate for services/consultancy provided for land assembly via land acquisition through Land Acquisition under Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 shall be 30% more than the amount quoted by the bidder per hectare. In case the Consultant completes land assembly of 90% of the assigned continuous land parcels, connected and in usable form in a time period of 02 years, the consultant shall be entitled for 3% of its total consultancy fee in addition.

- 2.5.** The contract duration shall be for a period of 02 years with the option for extension subject to satisfactory performance and mutual agreement of the parties.

SECTION III: BIDDER'S ELIGIBILITY & EVALUATION CRITERIA

3.1 Eligibility

The Applicants/Consultant should meet all the criteria provided below:

- i. The Applicant shall be a Company registered under the Companies Act or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008. *The legal status shall be demonstrated through a copy of registration certificate OR a copy of certificate of incorporation.*
- ii. The Applicant firm must have an average annual turnover of at least INR 1 crore in three (3) consecutive financial years in last four (4) financial years from the date of bid submission. *The same shall be demonstrated by submitting audited financial statements for the three (3) consecutive years and certificate from Statutory Auditor/Chartered Accountant.*
- iii. The Bidder must have 3 (three) Land Acquisition Expert/ GIS Expert/ Urban Planner with a minimum of 5 years of work experience in Land Acquisition. Experts must be conversant with the provisions of the Land Acquisition Act, 1894 and RFCTLARR Act, 2013.
- iv. The Bidder must have satisfactorily completed during the last five (5) financial years:
 - One (1) similar projects of land acquisition facilitation, including land acquisition under The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, for Central/ State Government/ Development Authority, etc. of minimum project area of 50 hectares; or
 - Two (2) similar projects of land acquisition facilitation, including land acquisition under The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 for Central/ State Government /PSUs/ Local Body/ Development Authority, etc. of minimum project area of 30 hectares each.
The same shall be demonstrated by submitting Work orders / completion certificate confirming year and area of activity along with issuing Authority (Central or State Government)
- v. The Applicant should not stand blacklisted / debarred by any Government /Government Board /Corporation / Company/ Statutory Body /PSU as on the date of submission of the proposal. *An Affidavit to be submitted by the Agency on notarized stamp paper.*
- vi. Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder. *An Affidavit to be submitted by the Agency on notarized stamp paper.*
- vii. The Bid document fee and EMD as specified in the Data Sheet must be submitted.

3.2 Evaluation of Bids/Proposals

The Financial Proposal by the bidder must contain of single rate i.e., **rate per hectare**. This rate should be for the services/consultancy provided for Land Assembly via Direct Purchase. Whereas the rate for services/consultancy provided for Land Assembly via Land Acquisition through Land Acquisition under Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 shall be 30% more than the quoted amount by the bidder per hectare. In both cases, payment shall be as per milestones mentioned in clause no. 2.4 (Payment schedule and Milestones).

The Bidder shall be selected under the L1 with procedures described in this RFP. The financial proposals (for the services/ consultancy provided for Land Assembly via Direct Purchase) will be ranked in terms of their total evaluated cost. The least cost proposal will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3 etc.

In L1 method of selection, Bidders shall submit both a technical proposal and a financial proposal at the same time. Financial proposals shall then opened for only the technically eligible and qualified offers (Financial bids of other un-responsive and technically non-qualified Bidders shall not be opened). L-1 (least cost) offer out of the qualified/ responsive offers is selected on price criteria alone and issued LoA (Letter of Acceptance)

3.2.1. Contract Agreement

The Successful Bidder shall execute the Agreement (Format of Agreement is given in Annexure-IX) on Rs.100/- Non-Judicial stamp paper in the name of the Bidder bought in Uttar Pradesh only, within the notified time period from the date of Letter of Acceptance issued by MDA.

The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of MDA. MDA reserves its right to cancel the order either in part or full, if this condition is violated.

SECTION IV: INSTRUCTIONS TO BIDDERS (ITB)

4.1. DEFINITIONS

In this RFP, the following terms shall be interpreted:

1. "Purchaser" or "Buyer", means the Purchaser with which the selected Bidder signs the Contract for the service. In this Project, the purchaser is "MDA" which means Moradabad Development Authority.
2. "eBid" means the Technical proposal and the financial proposal.
3. "Instructions to Bidders" means the document which provides interested Bidders with all information needed to prepare their Bids. This document also details out the process for the selection of the Consultant for the work mentioned in this tender document.
4. "Terms of reference and "Scope of work" means Scope of work mentioned in Section II: Terms of Reference of the RFP which explains the objectives, Scope of work, activities, tasks to be performed, and expected results and deliverables of the assignment, respective responsibilities of the Purchaser and the Bidder.
5. "The Contract" means the agreement entered into between MDA and the Consultant, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
6. "The Contract rates" mean the charges for the various consultancy assignment payable to the Consultant under the Contract for the full and proper performance of its contractual obligations;
7. "Consultant" means a legally-established professional consulting firm or entity selected by the Purchaser to provide the Services under the signed Contract.
8. "Services" means Consultancy Services and other obligations of the Consultant Company covered under the Contract;
9. "Day" means a calendar day.

4.2. THE BIDDING DOCUMENT

4.2.1. Availability of e-Tender Document

This tender document is available on the GEM portal <https://gem.gov.in> and MDA website <https://mdamoradabad.gov.in/> to enable the Bidders to view and download the Bidding document, submit their eBids online up to the last date and time mentioned in tender document only on GEM portal <https://gem.gov.in>.

4.2.2. Contents of eBid Document

The nature and types of various consultancy services required, Bidding procedure, terms and conditions etc. are prescribed in the eBid document. The eBid document includes:

- SECTION I : LETTER OF INVITATION
- SECTION II : SCOPE OF WORK AND TERMS OF REFERENCE
- SECTION III : BIDDER'S ELIGIBILITY CRITERIA & EVALUATION PROCESS
- SECTION IV : INSTRUCTIONS TO BIDDERS
- SECTION V : GENERAL CONDITIONS OF CONTRACT
- SECTION VI : TECHNICAL PROPOSAL SUBMISSION FORM (Annexure I-VIII)
- SECTION VII : Financial Proposal Submission Form (BOQ) (Annexure IX)
- SECTION VIII : Format of Agreement (Annexure X)
- SECTION IX : Format of Performa of Bank Guarantee towards Performance Security (Annexure XI)

The Bidders are expected to examine all the instructions, forms, terms and conditions, requirements and qualifications in the GEM documents. Failure to furnish all the information required as per the Bidding documents or submission of an eBid not responsive to the GEM document in every respect will be at the Bidder's risk and may result in the rejection of his eBid.

4.2.3. Pre-Bid Queries/ Clarifications of GEM Documents

A prospective Bidder requiring any Pre-bid queries/clarifications of the tender document, may raise his queries/ points of clarification to MDA on the email given in the tender up to the date and time given in the RFP (Tender) document.

4.2.4. Amendment of Tender Document

At any time prior to the deadline for submission of eBids, MDA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender document by amendments. Such amendments shall be posted/ uploaded on the GEM portal <https://gem.gov.in> through corrigendum and shall form an integral part of the eBid documents. The relevant clauses of the tender documents shall be treated as amended accordingly, in terms of corrigendum(s).

It shall be the sole responsibility of the prospective Bidders to check the GEM portal <https://gem.gov.in> and <https://mdamoradabad.gov.in/> from time to time for any amendment in the eBid document. In case of failure to get the amendments, if any, the MDA shall not be responsible for any negligence on part of the Bidder.

In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their eBids, MDA at its discretion, may extend the deadline for the

submission of eBids. Such extensions shall be posted/ up-loaded on the GEM portal <https://gem.gov.in>.

4.2.5. Data identification and collection:

It is desirable that the Applicants submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.

It is deemed that Applicants have conducted their own assessment, research, and analysis, including seeking clarifications, queries from nodal officer(s) identified in this document, as required before submission of their Proposal.

It would be deemed that by submitting the Proposal, the Applicant has:

- Made a complete and careful examination and accepted the RFP in totality;
- Received all relevant information requested from Client and;
- Made a complete and careful examination of the various aspects of the Scope of Work.

Client shall not be liable for any mistake or error on the part of the Applicant in respect of the above.

4.3. PREPARATION & SUBMISSION OF eBIDS

4.3.1. Documents constituting the eBid

The eBids prepared by the Bidder shall comprise the following components:

- a) Technical Proposal (including Covering Letter for Technical Proposal Submission Form (Annexure I to Annexure VIII)
- b) Financial Proposal Submission Form (Annexure IX)

4.3.2. Documents Establishing Bidder's Qualification

The Bidder shall furnish, as part of Technical Proposal Submission Form (Annexure I to VIII), documents establishing the Technical qualification to perform the Contract. The Bidder electronically in the PDF format should submit the documentary evidence in support of the information furnished. The Bidder's eligibility criteria and evaluation procedure are defined in Section-III of e-Bid document.

It is suggested that the PDF files should be made in gray scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-Bid portal.

4.3.3. Earnest Money Deposit (EMD)

The Bidder must furnish as part of the Technical Proposal, an Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One Lakh only) in shape of DD/FDR/NSC from any scheduled commercial bank in favour of/ pledged in favour of (in case of FDR/ NSC) "Vice-Chairman, Moradabad Development Authority," payable at Moradabad. It shall

be valid till 180 days from the last date of submission of the Bid. The original copy of the EMD instrument must be delivered to MDA office before the date of opening of the technical bid. A scanned copy of the instrument must be uploaded along with the technical bid as proof of payment.

The EMD of unsuccessful Bidders shall be refunded after finalization of selection process and award of contract, without any interest. The EMD of the successful bidder will be released only after furnishing of the required Performance Bank Guarantee (PBG) and signing of the contract.

The EMD shall be forfeited on account of the following reasons:

- The Bidder withdraws its proposal during the bid validity period as specified in RFP
- The Bidder does not respond to requests for clarification of its proposal, if any
- Bidder has submitted false information in support of its qualification
- Bidder fails to agree to the decisions of the contract negotiations or fails to sign the contract within the prescribed time period or fails to furnish required Performance Bank Guarantee in time.

Any other circumstances which holds the interest of the Client during the overall selection process.

4.3.4. Period of Validity of eBids

eBids shall remain valid for 180 days after the date of opening of technical eBids prescribed by the MDA. An eBid with validity of a shorter period than specified shall be rejected by the MDA as non-responsive.

4.3.5. Format and Signing of eBids

The Bidder shall prepare the electronic copy for the eBids (in pdf format) and upload the eBids on GEM Portal <https://gem.gov.in> through the bidder's Digital Signature Certificate (DSC).

4.3.6. Submission of eBids

The Bidders should submit their bids online only in the Submission module of GEM Portal <https://gem.gov.in>. The Bids shall be submitted only from the Bid Submission Start Date till the Bid Submission End Date and time given in the GEM Portal <https://gem.gov.in>. Therefore, Bidders are advised to submit the eBids well advance in time. The proposal and all correspondence and documents shall be written in English. In case of accompanying literature or brochures etc. being in a language other than English, a certified translation should accompany the

documents as a part of the RFP. All proposals and accompanying documentation will become the property of MDA and will not be returned. The bidders should submit their eBid considering the Server time displayed on the GEM Portal <https://gem.gov.in>. This server time is the time by which the eBid submission activity will be allowed till the permissible time on the last/end date of submission of eBids indicated in the e-tender schedule. Once the eBid submission date and time is over, the bidders cannot submit their eBid. The bidders shall only be held responsible for any delay and whatsoever reason in submission of eBid. MDA may, at its discretion extend this deadline for submission or opening of eBid by amending the eBid document, in which case all rights and obligations of the MDA and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

The procedure for submission of eBids by the bidders on GEM Portal <https://gem.gov.in> is already available on the GEM Portal <https://gem.gov.in>

4.3.7. Deadline for Submission of eBids

eBids must be submitted by the Bidders on GEM portal <https://gem.gov.in> , not later than the date and time specified in this GEM document. MDA may extend this deadline for submission of eBids (i.e. Bid Submission End Date and Time) by amending the GEM document in accordance with ITB, in which case all rights and obligations of the MDA and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

MDA shall not consider any request for date-extension for eBid-submission on account of late downloading of GEM (RFP) by any prospective Bidder. eBids should be uploaded on GEM portal <https://gem.gov.in> on or before the date and time as mentioned in this tender.

4.3.8. Late eBids

The server time indicated in the Bid Management window on the GEM portal <https://gem.gov.in> will be the time by which the eBids submission activity will be allowed till the permissible date and time scheduled in the GEM. Once the eBids submission date and time is over, the Bidder cannot submit his/her Bid. Bidder has to start the eBid Submission well in advance so that the submission process passes off smoothly. The Bidder only, will be held responsible if his/her eBids are not submitted in time due to any reasons.

4.3.9. Withdrawal and Resubmission of eBids

At any point of time, a Bidder can withdraw his/her eBids submitted online before the eBids submission end date and time. For withdrawing, the Bidder should first log in using his/ her Login Id and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal <https://gem.gov.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the Bidder has to click "Yes" to the message "Do you want to withdraw this Bid?" displayed in the Bid Information window for the selected Bid. The Bidder also has to enter the Bid withdrawing reasons and upload the letter giving the reasons for withdrawing before

clicking the "Submit" button. The Bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected Bid. Once the Bidder has withdrawn his/her Bid he/she cannot re-submit this Bid again.

The Bidder can resubmit his/ her eBids as and when required till the Bid submission end date and time. The new one bid will replace the eBids submitted earlier. The payment made by the Bidder earlier will be used for revised eBids and the new Bid submission summary generated after the successful submission of the revised eBids will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/ her Login ID and Password and subsequently by his/ her Digital Signature Certificate on the GEM procurement portal <https://gem.gov.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised eBids documents by following the methodology provided in ITB (submission of eBids) above.

The Bidders can submit their revised Bids as many times as possible by uploading their eBids documents within the scheduled date & time for submission of eBids. No eBids can be resubmitted subsequently after the deadline for submission of eBids.

4.3.10. Receipt and Opening of eBids by the Purchaser

Bidders are advised to submit their eBids in 'Two-Bid' system with Technical and Financial bids separately on GEM portal. Please note that prices should not be quoted in the Technical Bid. In case of price related information mentioned in the technical bid, the bid of that bidder shall be rejected. The Prices should be quoted in the Financial Bid only. On receipt on GEM portal, the technical proposals will be opened by Tender Evaluation Committee (TEC) members in the MDA office, New Moradabad, Uttar Pradesh-226001.

MDA will open all eBids, in the presence of bidder's authorized representatives who choose to attend at date and time mentioned in this tender. In the event of the specified date of eBid opening being declared a holiday for the Purchaser, the eBids shall be opened at the appointed time and place on the next working day.

The bidder's names & the presence and other details as the Purchaser at its discretion may consider appropriate, will be announced at the opening of the eBids. The names of such bidders not meeting the qualification requirement shall be notified subsequently.

After evaluation of technical eBids, MDA shall notify those bidders whose eBids were considered non-responsive to the Conditions of the Contract and not meeting the Qualification Requirements indicating that they did not technically qualify for selection as Consultant Company for this project. MDA will simultaneously notify on the GEM portal <https://gem.gov.in>, whose technical eBids were considered acceptable and have been shortlisted for opening of their financial eBids.

4.3.11. Cost of preparation of eBids to be borne by the Bidders

Cost of preparation of the eBids shall be borne by the Consultant Company regardless of the outcome of the bids.

4.3.12. Notification of Award Notification to Bidder

Prior to the expiry of the Bid validity period, MDA will notify the successful Bidder in writing or email, to be confirmed in writing by letter (LOA), that its proposal has been accepted. The notification of award will constitute the formation of the Agreement.

4.3.13. Signing of Agreement

At the same time as MDA notifies the successful Bidder that its proposal has been accepted and MDA shall enter into an Agreement with the successful Bidder within notified time period.

4.3.14. Failure to abide by the Agreement

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event MDA may forfeit the EMD for Bid Security. The contract will be then awarded to the next lowest ranking Bidder as per the process of RFP.

4.3.15. Bank Guarantee for Performance

The successful Bidder shall at his own expense will deposit with MDA, within 15 (fifteen) days after the receipt of notification of award of the Contract (Letter of Award) from MDA, **Rs. 5,00,000/- (Rupees Five Lakh only)** in the form of FDR/NSC pledged in favour of "Vice-Chairman, Moradabad Development Authority" or in the form of an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled Bank as per RBI provisions acceptable to MDA, payable on demand, for the due performance and fulfillment of the Agreement by the Bidder. All incidental charges whatsoever such as premium, commission etc. with respect to the FDR/NSC or Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for three months post completion of the project satisfactorily. Subject to the terms and conditions, at the end of three months, the aforesaid FDR/NSC or Performance Bank Guarantee may be discharged/ returned by MDA upon being satisfied that there has been due performance of obligations of the Consultant under the Agreement. However, no interest shall be payable on Performance Guarantee.

SECTION V: GENERAL CONDITIONS OF CONTRACT (GCC)

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Consultant" means any private or public entity that will provide the Services to the Client ("the Client") under the Contract.
- b) "Client" means the agency with which the Consultant signs the Contract for the Services i.e. Moradabad Development Authority (MDA)
- c) "Contract" means the Contract signed by the Parties and all the attached documents, if any
- d) "Government" means the Government of the Client's country/state
- e) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- f) "Personnel" means professionals and support staff provided by the Consultant assigned to perform the Services or any part thereof
- g) "Services" means the work to be performed by the Consultant pursuant to the Contract.

1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Notices

- i. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed.
- ii. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address.

1.4 Authorized Representatives

Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the Contract or any other authorized representative as decided by Authority and communicated to the Consultant.

1.5 Taxes and Duties GST/other applicable taxes shall be paid by the Client additionally on the professional fee agreed and mentioned in this Contract.

1.6 Fraud and Corruption

i. Definitions: defines, for the purpose of this provision, the terms set forth below as follows:

- a) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- c) "Collusive practices" means a scheme or arrangement between two or more Applicants, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels.
- d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract.
- e) "Liquidated Damages and Penalties" means In case any error or variation or Malpractice is detected/Reported in the process of land assembly taken up by the Consultant and such Malpractice/error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority and recovered accordingly. In addition, a penalty between INR. 20,000-1,00,000 per incident will be levied on the Consultant.

ii. Measures to be taken

The Client will cancel the contract if representatives of the Consultant are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract; The Client will sanction the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said contract.

2. Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect from the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services not later than 15 days after the Effective Date specified in the RFP or the Contract.

2.3 Expiration of Contract

Unless terminated earlier pursuant to GC Clause 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

2.5 Force Majeure

i. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For aforementioned purpose, the definition or interpretation of the client regarding such event and/or regarding *reasonable control of a party* shall be final.

ii. No Breach of Contract

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default, under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event to which the other party has agreed in writing. To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services. The Consultant will use reasonable efforts to provide the Services on-site at the Client's offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) any of the Consultant's resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk. For pandemic related risks, the parties may mutually agree to suspend the Contract for a mutually agreed period and the same shall be resumed after the mutually agreed timeframe.

iii. Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6 Termination

Either Party may terminate this Agreement with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

2.6.1. By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this GC Clause 2.6.1. In such an occurrence the Client shall give a not less than twenty-one (21) days' written notice of termination to the Consultant, and thirty (30) days' in the case of the event referred to in (e).

- a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within twenty-one (21) days after being notified or within any further period as the Client may have subsequently approved in writing.
- b) If the Consultant becomes insolvent or bankrupt, to be certified by the competent court.
- c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract or the Consultant is not performing as per the terms and conditions of this contract.
- d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 7 hereof.

2.6.2. By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this GC Clause 2.6.2:

- a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GC Clause 6 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to GC Clause 7 hereof.

2.6.3. Payment upon Termination

Upon termination of this Contract pursuant to GC Clauses 2.6.1 or 2.6.2, the Client may make the following payments to the Consultant:

- a) payment pursuant to GC Clause 5 for Services satisfactorily performed prior to the effective date of termination;

- b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of GC Clause 2.6.1, reimbursement of any reasonable cost if the client is so satisfied incident to the prompt and orderly termination of the Contract.

3. Obligations of the Consultant

3.1 Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third Parties.

3.2 Confidentiality

Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process, or professional regulations. These obligations shall be valid for a period of 2 years from the date of termination of this Agreement.

3.3 Documents prepared by the Consultant

- a) All deliverable to be developed and submitted by the Consultant under this Contract shall be in English/Hindi language.
- b) All deliverables in the form of data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") submitted by the Consultant under this Contract shall, not later than upon termination or expiration of this Contract, be delivered to the Client, together with a detailed inventory thereof.

- c) Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently,
- d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or
- e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 2 years from the date of termination of this Agreement.

3.4 Accounting

The Consultant shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof.

4. Obligations of the Client

4.1 Assistance and Exemptions

The Client shall use its best efforts to ensure that the Government shall provide the Consultants such assistance and exemptions as specified in the Contract.

4.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties, then the remuneration and reimbursable expenses payable to the Consultant under this Contract shall be increased or decreased accordingly under this Contract.

5. Payments to the Consultant

5.1 Professional fee and Payments

The total payment due to the Consultant shall be governed by the Contract Price (as determined by the financial quote in the RFP stage). In addition to the consultancy fee, reimbursable expenses shall only be paid for expenses incurred to travel outside of Moradabad on actual basis. Any such travel and expenses shall be incurred with prior approval of the Client.

5.2 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule (Para 2.4 of this RFP). The Professional Fee shall be exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which the Client shall pay (other than taxes imposed on Consultant's income generally). Unless otherwise set forth in the Contract, payment is due within thirty days following receipt of each invoice.

6. Good Faith and Indemnity

6.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

6.2 To the fullest extent permitted by applicable law and professional regulations, both the parties indemnify each other and their associates and employees against all claims by third parties (including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the parties as part of the regular interactions or for project/s purposes.

7. Settlement of Disputes

7.1 This Contract shall be governed by, and construed in accordance with, the laws of India.

7.2 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. In the event any dispute between the Parties arising out of or in connection with this Agreement, including the validity thereof, the Parties hereto shall endeavor to settle such dispute amicably in the first instance.

The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effect, to the other party in writing.

7.3 Arbitration

In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an umpire. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Moradabad, India. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

7.4 Jurisdiction

Any dispute relating to this Contract, or the Services shall be subject to the exclusive jurisdiction of the courts in Moradabad or Hon'ble High Court of Allahabad at Prayagraj, to which both the parties agree to submit for these purposes.

8. Liquidated Damages and Penalties

In case any error or variation or Malpractice is detected/Reported in the process of land assembly taken up by the Consultant and such Malpractice/error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority and recovered accordingly. In addition, a penalty between INR. 20,000-1, 00,000 per incident will be levied on the Consultant.

SECTION VI: TECHNICAL PROPOSAL SUBMISSION FORM (Annexure I-VIII)

ANNEXURE-I: CONSULTANT'S GENERAL INFORMATION

ANNEXURE-II: TEAM COMPOSITION AND TASK ASSIGNMENTS

ANNEXURE-III: FORMAT OF CURRICULAM VITAE FOR KEY PROFESSIONAL
STAFF PROPOSED

ANNEXURE-IV: FORMAT OF PROJECT EXPERIENCE

ANNEXURE-V: COVERING LETTER FOR PROPOSAL SUBMISSION

ANNEXURE-VI: FINANCIAL INFORMATION

ANNEXURE-VII: DECLARATION REGARDING BLACKLISTING

ANNEXURE-VIII: DESCRIPTION OF APPROACH, METHODOLOGY & WORK
PLAN

ANNEXURE-I: CONSULTANT'S GENERAL INFORMATION

Sl. No.	Particulars	Description/Details
1	Name of Bidding Company	
2	Contact Details	
	a. Address	
	b. Mobile/Telephone	
	d. email	
	e. Website	
3	Name of Managing Director / CEO	
4	Name, Designation & email of Authorized signatory	
5	EMD Details	
6	PAN	
7	GSTIN	

Signature

In the capacity of

Duly authorized to sign proposal for and on behalf of

Date.....

Place.....

ANNEXURE-II: TEAM COMPOSITION AND TASK ASSIGNMENTS
(Technical/ Managerial Staff)

S. No.	Name	Qualification	Position	Task
(Full Time)				
1				
2				
3				

Signature

In the capacity of

Duly authorized to sign proposal for and on behalf of

Date.....

Place.....

**ANNEXURE-III: FORMAT OF CURRICULUM VITAE (CV) FOR
KEY PROFESSIONAL STAFF PROPOSED**

Name	:	
Proposed Position	:	
Date of Birth	:	
Profession/ Present	:	
Brief Description on Experience	:	
Overall Experience (applicable for all the proposed resources):		
Relevant Experience ():		
Description of Project (Include projects relevant to this Bid)	Client	Role
1.		
2.		
3.		
4.		
5.		

Education:

Degree	Date/s	Institute	Location

Employment Record:

Organization	Period	Designation	Job Profile
1.			
(Add rows if required)			

Languages:

Language	Read	Write	Speak
(Add rows if required)			

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe the qualifications and experience of proposed resource.

Date:

[Signature of authorized signatory] Day / Month / Year

.....

Full name of authorized representative:

ANNEXURE-IV: FORMAT OF PROJECT EXPERIENCE

Projects credentials relevant to the criteria should be attached
 (As specified in the Evaluation Criteria): Project 1/2/.....:

Name of the Client	
Project Name and Brief Description	
Activities performed by the bidder for the project	
Year (start date; end date)	
Duration	
Order value (INR)	
*Attach the work order/LOI/Contract for the Assignment	

Signature

In the capacity of

Duly authorized to sign proposal for and on behalf of

Date.....

Place.....

ANNEXURE-V: PROPOSAL SUBMISSION FORM

To,
The Vice-Chairman,
Moradabad Development Authority,
New Moradabad, Moradabad,
Uttar Pradesh 244001.

Ref: Submission of Proposal against your Tender Reference No: MDA_LA_2023_24

Dear Sir,

Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP reference No. MDA_LA_2023_24 for **“HIRING OF CONSULTANT TO ASSIST MORADABAD DEVELOPMENT AUTHORITY IN LAND ASSEMBLY ACTIVITIES”** by the Moradabad Development Authority, in full conformity with the said Tender document and our Technical proposal (Bid).

1. Our proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal.
2. We would like to declare that we the Bidder (of this Tender) Company or any of its associated company/Firm/society or any entity do not have any with business interest association or link in any manner with the Evaluation Committee members or its family members of his/hers associated this tender. We know that such bids will not be considered.
3. We would like to declare that we are not involved in litigation with, and we are not under a declaration of ineligibility by, any Central/State/UT Government in India for corrupt or fraudulent practices.
4. We hereby declare that we have not been blacklisted by any State/Central/UT Government Deptt/ Organization/ Institution/ any State designated agency/ PSU of Central/ State Government.
5. We declare that we have not been charged with any fraudulent activities by any Central/State/UT Government Deptt /Organization/ Institution.
6. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will indulge in bribery or any prohibited acts and behavior and we shall be responsible for any such acts.
7. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988.”
8. We understand that MDA is not bound to accept any or all bids received in response to this Tender.
9. We agree to abide by all the terms and conditions mentioned in the Request for Proposal Reference No. MDA_PMU_2023_24 for selection of Consultant against this tender.
10. We agree to abide by all the terms and conditions of the Tender and also all the terms and conditions of the Contract that will be issued by MDA in case we are selected as Consultant against this tender by MDA.

Moradabad Development Authority, Moradabad (MDA)

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Seal of Bidder Company

ANNEXURE-VI: FINANCIAL INFORMATION

SN	Financial Year	Turnover of Bidder (INR Crore)	Turnover of Bidder from Consultancy Services (INR Crore)
1.	2020-2021		
2.	2021-2022		
3.	2022-2023		

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

ANNEXTURE-VII: DECLARATION REGARDING BLACKLISTING

[Date]

To,
The Vice-Chairman,
Moradabad Development
Authority,
Moradabad,
Uttar Pradesh 226001

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document (eBid Ref. No. MDA_LA_2023_24) regarding **“HIRING OF CONSULTANT TO ASSIST MORADABAD DEVELOPMENT AUTHORITY IN LAND ASSEMBLY ACTIVITIES”**.

I hereby declare that my Company has not been debarred/ black listed by Central Government / State Government. There is no dispute between the bidder and State Govt. The bidder has no link with unsocial elements or organized crime. I further certify that I am competent officer in my Company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

ANNEXURE-VIII: DESCRIPTION OF APPROACH, METHODOLOGY & WORK PLAN

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

SECTION VII

ANNEXURE-IX: FINANCIAL PROPOSAL SUBMISSION FORM

Ref: Submission of Proposal against your RFP Reference No. MDA_LA_2023_24. Our detailed financial proposal is as follows:

(Amount in Indian Rupees)

S. No.	Particulars	Basic Price (rate per hectare) (a)	GST (as applicable) (b)	Total Cost Per hectare (a+b) (c)
1	Total Cost of Providing Consultancy Services as per the Terms of Reference and Scope of Work mentioned in the RFP for a period of 02 years			
Total cost in words				

NOTE:

1. Financial Proposal (quote) shall have to be given on the GEM Portal.
2. The Financial Proposal by the bidder must contain of single rate i.e., **rate per hectare**. This rate should be for the services/consultancy provided for Land Assembly via Direct Purchase. Whereas the rate for services/consultancy provided for Land Assembly via Land Acquisition through Land Acquisition under Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 shall be 30% more than the quoted amount by the bidder per hectare

SECTION VIII

ANNEXURE- X: FORM OF AGREEMENT

(To be executed on Non Judicial Stamp Paper of Rs. 100/-by the successful Bidder)

This agreement is made thisday of2024 at Moradabad between M/s..... (Name of the Consultant Company selected through the bidding process against the RFP (eBid Ref. No. MDA_LA_2023_24) for **“HIRING OF CONSULTANT TO ASSIST MORADABAD DEVELOPMENT AUTHORITY IN LAND ASSEMBLY ACTIVITIES”**.

Referred to as the “First Party”, which expression shall include his heirs, executors and administrators/ their successors and Moradabad Development Authority, Moradabad, Uttar Pradesh 244001 (MDA), referred to as the “Second Party”, through **SECRETARY, MORADABAD DEVELOPMENT AUTHORITY, MORADABAD**, hereinafter include his successors and assignees.

That WHEREAS the First Party will provide consultancy services to MDA for **“HIRING OF CONSULTANT TO ASSIST MORADABAD DEVELOPMENT AUTHORITY IN LAND ASSEMBLY ACTIVITIES”**, in accordance with all the terms and conditions contained in the Tender RFP (eBid Ref. No. MDA_LA_2023_24) and also the terms and conditions contained in the subsequent corrigendum and Work Orders to be issued by the Second Party to First Party and the same shall be binding on the First Party and shall be the integral part of this agreement.

IN WITNESS THEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS.....DAY OFTWO THOUSAND AND TWENTY-FOUR.

Authorized Signatory of
“First Party”

Signature:
Name and Address:

Witness for “First Party”
Signature:
Name & Address

Authorized Signatory of
“Second Party”

Signature:
Name & Address:

Witness for “Second Party”
Signature:
Name & Address:

SECTION IX

ANNEXURE-XI: FORMAT OF PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE SECURITY

PERFORMANCE GUARANTEE

Ref No.....

Bank Guarantee No.

Dated:

IN consideration of the Governor of Uttar Pradesh (hereinafter called "the Government") having agreed; to exempt (hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement, dated made between and for (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs._____ (Rupees _____ only) we, (indicate name of the Bank) (hereinafter referred to as "the Bank") at the request/contractor(s)/, do hereby undertake to pay to the Government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (indicate name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) / supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) / supplier(s) shall have no claim against us for making such payment.
4. We, (indicate name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or filed office/ Department certifies that the terms and conditions of the said Agreement, have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.
5. We, (indicate name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall

not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).
7. We, _____ (indicate name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the _____ day of _____
for _____ (Indicate the
name of Bank).

-

Instructions for furnishing Bank Guarantee

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place from where the purchase Agreement has been placed. The non-judicial stamp paper should be in name of the issuing bank.
2. The validity of the Bank Guarantee should be as mentioned in the RFP (eBid Ref. No. MDA_LA_2023_24) for **“HIRING OF CONSULTANT TO ASSIST MORADABAD DEVELOPMENT AUTHORITY IN LAND ASSEMBLY ACTIVITIES”**.
3. The Bank Guarantee by Bidders will be given from Scheduled Bank only.

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