



Moradabad Development Authority (MDA)

Request for Proposal

for

**Appointment of Monitoring &
Operational Efficiency Consultant**

Issued by:

Moradabad Development Authority (MDA)

New Moradabad, Moradabad (U.P.)- 244001

Website- <https://mdamoradabad.gov.in>

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Disclaimer

This RFP for “*Appointment of RFP for Appointment of Monitoring & Operational Efficiency Consultant*” (‘the Project’) contains brief information about the Project and scope of work for the prospective Applicant. The purpose of RFP is to provide the Applicant with information to assist the formulation of their response. While all efforts have been made to ensure the accuracy of information contained in this RFP document, this document does not contain all the information required by the Applicant. The Applicants are encouraged to conduct their own independent assessment, investigations and analysis; and check the reliability, accuracy and completeness of the information at their end and obtain an independent advice from relevant sources as required, before submission of their response.

Moradabad Development Authority (‘the Authority’) and any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP document. The Authority reserves the right to change any or all conditions/ information set in this RFP document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason thereof.

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

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1. Data Sheet

1	Name of the RFP	Request for Proposal (RFP) for appointment of Monitoring and Operational Efficiency Consultant for Moradabad Development Authority
2	Time Period of Project	12 Months, with the provision of extension for an additional twelve (12) months
3	Method of Selection	QCBS (70% Technical and 30% Financial)
4	RFP processing fee	Non-refundable fee of INR 10,000 + GST 18% i.e. INR 11,800/- (through NEFT/RTGS only)
5	Earnest Money Deposit (EMD)	Refundable amount of INR. 3,00,000/- (through NEFT/RTGS only)
6	Performance Guarantee	10% of the contract value valid till three months after the scheduled completion of the contract to be submitted via RTGS/NEFT or in the form acceptable to the Authority.
7	For clarification / queries	Contact: Sh. Pankaj Pandey Phone no: 8795558822 E-mail: mdamoradabad2019@gmail.com Website: https://mdamoradabad.gov.in
8	Payments Details	Bid processing fee, EMD & Performance Guarantee shall be submitted via RTGS/NEFT in the following account: Moradabad Development Authority "e-tender a/c" Account number: 019001006737 IFSC Code: ICIC0000190 Bank Name: ICICI Bank, Civil Lines, Moradabad.
9	Proposal Validity Period	180 days from proposal due date
10	Consortium/JV	Not allowed
11	Bid Start Date	25 July, 2024, 10:00 Hrs
12	Last date of receiving queries	02 August, 2024 16:00 Hrs
13	Pre-Bid Conference	06 August, 2024, Moradabad Development Authority, Moradabad. 11:00 Hrs (Consultants may confirm their participation in the pre-bid conference by sending email to mdamoradabad2019@gmail.com)
14	Proposal End Date	13 August, 2024 16:00 Hrs
15	Opening of Technical Bids	13 August, 2024 16:30 Hrs
16	Technical Presentation	To be communicated later
17	Opening of Financial Bids	To be communicated later

2. Terms of Reference

2.1 Introduction

Moradabad Development Authority is entrusted with the responsibility of addressing the housing needs and ensure planned development in its development area according to sanctioned Plan. Over the years, the responsibilities and number of projects being undertaken by the Authority have increased and spread geographically. As the Authority continues to grow, ensuring overall operational efficiency, monitoring day-to-day functioning and conceptualizing key projects becomes an increasingly complicated task.

To effectively manage the diverse range of initiatives and projects, there is a need for dedicated consultants to provide comprehensive management support. The proposal intends to appoint Monitoring and Operational Efficiency Consultant firm/agency with the objective to drive operational efficiencies in work delivery through optimizing the internal processes and support in enhancement of key (ongoing and upcoming) projects/ activities of the Authority.

The primary objectives of engagement of the Consultants are as follows:

- To enhance the capacity of the Authority in planning, implementing, and monitoring development projects and initiatives.
- To ensure timely and efficient execution of projects while adhering to quality standards and regulatory requirements.
- To facilitate effective coordination and communication among project stakeholders, including government agencies, private sector partners, and community representatives.
- To strengthen the project management capabilities of the Authority through knowledge transfer and capacity building initiatives.

2.2 Scope of Work for the Consultant

The selected Consultant firm/agency shall deploy/establish a consultant team which shall be manned by a team of professionals with backgrounds in urban planning and development. The primary responsibility of the team would be to provide the necessary support to MDA in its activities and facilitate various functions of the Authority. The team will work in tandem with and under supervision of the existing department Officers under the overall control and guidance of the Vice Chairman, MDA or the Officer nominated for the purpose.

The selected Consultant will deploy a 4-member team including one team leader who shall be required to perform the following activities and tasks, but not limited to:

- Consolidate and compile a master-list of ongoing activities/projects in consultation with MDA.
- Monitor the progress of all identified ongoing activities/projects against agreed milestones, after study of the signed agreements. Monitor performance with respect to all receipt of all permissions, clearance, land and other condition precedents being met on time. Preparation of set of documents/ tools for proper monitoring and evaluation of identified and existing ongoing projects.
- Design a reporting template for selected interventions/activities/projects.
- Identify area of optimisation based on inference from regular reporting.
- Understand the user/activity landscape of MDA and the various methods through which the projects are identified and further executed by the Authority.
- Collate a list of key projects that can be taken into consideration for proposal, in consultation with the Authority.
- Support and Implementation assistance of various activities of vision documents and road map of the Authority (MDA)
- Assisting the Authority in project identification, formulation & development, project prioritisation, business and industry assessment, formulation of new strategies and plans in MDA development area, etc.
- Preparation of concept notes and summary/presentations for proposal of the shortlisted projects for better understanding of the tentative components, tentative site, project phasing, development model, broad project feasibility, project planning etc.
- Stakeholder consultation/s to identify the priorities and perspectives.
- User experience enhancement projects may include:
 - User journey/ experience analysis of urban spaces, services, functions etc.
 - Concept planning for enhanced user experiences, which includes:
 - Tactical urbanism initiatives including beautification/ redevelopment of public spaces, neglected spaces, streets & recreational areas including parks, green belts etc.
 - Formulation of new processes, services, or functions for enhanced user experience.

- Horticulture and landscape enhancement
 - Open innovation competitions.
- Review the scope of existing urban planning projects and suggest improvement areas with respect to performance improvement, sustainability, socio-cultural aspects etc.
- Assistance in identification of tentative implementation model.
- Assistance in presentation to a competent approval committee.
- Support in monitoring, and review of roadmap of master plan/ zonal plan, local plans, development plans, etc. which includes detailed framework for the preparation, review, approvals & implementation, in accordance with the leading sustainable urban planning practices/ policies as per the requirement of the Authority.
- Review of manual processes, existing business processes and information flow/approval matrix, as per requirement of MDA officials.
- Performing site visits, collection of information and assisting the Authority in understanding the minimum development commitments of individual projects. Baseline study, to-be proposal, Gap Analysis and Standard Operating Procedure preparation.
- Suggest processes which leads to enhanced service delivery from MDA and improve the external image.
- Assisting the Authority in exploring measures to improve the current situation by bringing in efficiencies in the existing collection systems.
- Create comprehensive model Terms of Reference (TOR) for different categories of departmental works.
- Assisting the Authority in Bid Process Management, preparation & assistance in floating tender documents, EOIs, RFPs, RFQs.
- Assisting the Authority in preparation of Concession Agreement/ Lease Agreement/ License Agreement. MOU, etc.
- Establish project-specific service level benchmarks (SLBs).
- Assist in preparation of draft scheme brochures/document in consultation with the Authority.
- Provide innovative ideas/ solutions for MDA with citizen centric approach.
- Identify/ mapping of inventory of assets, properties lying vacant/ surrendered/ assets with potential to be economically utilised and thus generating efficiency/identifying models to make them self-sustainable.
- Assist MDA in identifying and partnering with third-party specialist vendors, NGOs, educational institutes, technical/specialist consultants, contractors, etc., to deliver specific

tasks/activities through an effective selection process that apportions adequate responsibility to them for various activities/interventions throughout the lifecycle, including planning projects, execution, human resource mobilization and management, hand-over, O&M, etc. The consultant team shall also review their work and project progress reports submitted, as per agreed milestones and the scope of work of the assignment.

- Prepare a roadmap and implementation plan.
- Facilitate the approval process for various projects taken up by the consultant like drafting of official notes and comments, taking part in discussion meetings, presentation in front of the approving committee, drafting comments for queries raised etc.
- Assist authority in commencement of building strategic relationships with all stakeholders and other authority officials associated with the project.
- Assist authority in creating a resource management plan of in-house resources, whose responsibilities are associated with the project.
- Capacity building activities and knowledge management.
- Technical and facilitation assistance to the Authority.

2.3 Team

The Consultant shall be required to depute minimum four (4) full-time dedicated resources, including one Team Leader. The qualifications and experience requirements are as follows:

#	Position	Experience	Educational Qualification	Roles & Responsibilities
1.	Team Leader <i>(Urban Management /Planning Experience/ Management)</i>	Minimum 6 years of total experience	Post-Graduate Degree/Diploma in Urban Management or Urban Planning or Management or in relevant equivalent field with Graduate Degree in Civil Engineering/ Planning/ Architecture Experience in monitoring/ management/ planning of urban projects	<ul style="list-style-type: none"> • Responsible for overall functioning of the PMU • Lead and manage a diverse team of professionals, fostering collaboration, and ensuring that team members are equipped with the necessary resources and support to achieve project objectives. • Establish and maintain effective communication with key stakeholders to coordinate for tasks, setting clear objectives, and providing guidance to ensure efficient and effective functioning of the team. • Analyzing urban challenges, identifying opportunities and devising effective strategies to address them. • Act as formal channel of communication between the selected Consultant Agency & the Authority. • Assist in conceptualization of wide range of urban innovation projects for improved experience of citizens. • Ensure the deliverables & work products are

				<p>satisfied in a timely manner</p> <ul style="list-style-type: none"> • Report to designated/ Nodal officer of MDA. • Any other duties as may be assigned.
2.	<p>Resource No. 1 <i>(Urban Planning/ Design Experience)</i></p>	<p>Minimum 4 years of total experience</p>	<p>Post-Graduate Degree/Diploma in Urban Planning or Urban Design or in relevant equivalent field</p> <p>with</p> <p>Graduate Degree in Civil Engineering/ Planning/ Architecture</p> <p>Experience in monitoring/ management/ planning of urban projects</p>	<ul style="list-style-type: none"> • Assisting in the roadmap for and preparation of master plan/ zonal plan, local plans, development plans, etc. which includes detailed framework for the preparation, review, approvals & implementation. Ensure plans align with the broader vision of sustainable urban growth. • Analyze spatial data, create maps, and generate insightful visualizations for informed decision-making processes. Support client to co-produce documents. • Assist in conceptualization of wide range of urban innovation projects for improved exp. of citizens. • Design of public spaces, including park, plazas and streetscapes to create vibrant and accessible areas for the community. • Develop design proposals that integrate aesthetics, functionality and sustainability to enhance the visual

				<p>appeal and livability of the urban environment.</p> <ul style="list-style-type: none"> • Any other duties as may be assigned.
3.	<p>Resource No. 2 <i>(Construction Management / Planning Experience, Contract & Vendor management)</i></p>	<p>Minimum 4 years of total experience</p>	<p>Post-Graduate Degree in Construction Management/ Project Management/ Infrastructure Management or in relevant equivalent field</p> <p>with</p> <p>Graduate Degree in Civil Engineering/ Planning/ Architecture</p> <p>Experience in monitoring/ management/ planning of urban projects, Contract & Vendor management.</p>	<ul style="list-style-type: none"> • Maintain a master-list of ongoing activities/ projects in consultation with MDA. • Monitor the progress of all identified ongoing activities/projects against agreed milestones, after study of the signed agreements. • Monitor performance of identified projects with respect all identified KPIs including details collated from regular field visits and raise flags at appropriate levels. • Assist in Conceptualization of wide range of urban innovation projects for improved exp. of citizens. • Assist in preparation of PPR/DPR of proposed projects, prepare drawings and estimates of projects & propose alterations and revisions required, if any. • Assist in Contract Management activities like preparation and standardization of model Terms of Reference /EOIs/RFPs/ Bid formats/Agreements /lease deeds/ Contracts/ MOUs, etc. to bring efficiency in the Bid

				<p>process Management activities.</p> <ul style="list-style-type: none"> • Any other duties as may be assigned.
4.	<p>Resource No. 3 <i>(Business process Re-engineering/ process documentation and optimization for e-Governance projects)</i></p>	<p>Minimum 4 years of total experience</p>	<p>Graduate Degree in Civil Engineering/ Management/ Planning/ Architecture</p> <p>Experience in development of process documentation and optimization for e-Governance Modules for Govt. Sector / monitoring of e-Governance Projects/ business process reengineering.</p>	<ul style="list-style-type: none"> • Responsible for developing optimized To-Be processes based on review of existing manual processes, existing business processes and information flow/ approval matrix, as per requirement of MDA officials. • Assist in implementation of e-office initiative of the Government. • Assist in Conceptualization of wide range of urban e-gov initiatives for improved exp. of citizens. • Preparation of Standard Operating Procedures (SOPs). • Any other duties as may be assigned.

Note: During the project, additional resources may be required by the Client for specific requirements. The Client may raise requirement for such members (at least 1-month in advance). Similarly, the Client may not require the services of any one or more resource specified above during the period of contract, in such case the Client shall request the selected Consultant Firm to discontinue the services of such Resource by giving 1-month advance notice.

Invoicing will be done on basis of the financial quote (person-month rate) on a pro-rata basis.

Approval for replacement of resources

For replacement, a resource of equivalent or better qualifications and experience will be proposed for prior approval form Authority before actual deployment.

Special/Additional Requirements

Apart from regular work, special/additional technical requirements/tasks may also be undertaken within the framework of this contract which can be referred to domain experts.

The Consultant shall prepare scope of work, assess the required technical resources/effort which is needed for the specific requirements or tasks and delivery around those.

In case the request for execution of these technical services or special requirements is made to the Consultant, the Consultant may have to propose or onboard additional resources or account for additional effort.

The decision on award of special requirements shall be taken by the review committees which have been constituted for the finalization of this contract.

2.4 Project Duration:

The overall period of the engagement of the Consultant agency shall be twelve (12) months from the date of signing the contract, with the provision of further extension up to twelve (12) months based on requirement and on the satisfactory performance by the Consultant, on mutually agreed terms at the sole discretion of the Authority. However, the Authority (MDA) reserves the right to terminate the Agreement before the end of the contract period by giving a 30 (Thirty) days' notice to the Agency without assigning any reason thereof.

2.5 Deliverables and Payment Schedule:

The primary responsibility of the selected Consultant agency is to provide the necessary support and carry out the activities/ responsibilities as indicated in the 'Scope of Work' in this RFP and appraise the progress of various activities to the Authority on timely basis. The deliverables and payment schedule shall be as follows:

Sl. No.	Particulars/ Deliverables	Timeline
1	Submission of Monthly Progress Reports	Monthly

Payments will be made to the Consultant on monthly basis based on the actual deployment of billable resources and the corresponding submitted invoices. The person-month rate determined would remain unaltered during the twelve (12) months period. Any extension thereafter can be agreed on mutual basis as mentioned above.

NOTE: In response to the RFP, the Applicant shall provide financial quote in the form of person-month rate. GST/taxes as per applicable rates shall be paid by the Client as extra. The total person-month rate for 4 resources, i.e. the financial quote, shall be inclusive of the following:

- All Out-of-Pocket Expenses (OPE)
 - Travel, boarding and lodging at Moradabad.
 - Equipment to be used by the Consultant like laptop, internet dongle etc.
 - Digital tools/ collaboration platforms deployed by the Consultant.
 - Stationery
 - Admin expenses.
- Guesthouse-cum-office set-up cost (including space renting, furnishing, equipment, regular maintenance etc.)

2.6 Review and monitoring of Consultant's work

The Consultant's work will be monitored by a committee constituted by the Authority. The Committee shall constitute of key officials from the Authority working on the areas specified for Consultant's support.

2.7 Support from the Authority During the Project:

The Consultant shall work in close co-ordination with the Client and the Client shall provide (or cause others to provide) the following support to the Consultant and its permanent team members:

1. Regular review and approval of all the documents submitted by the Consultant to the Client
2. Co-ordination support from respective government agencies and other stakeholders
3. Information, resources and assistance (including access to records, systems, and people required to perform the Services).

3. Eligibility and Evaluation Criteria

3.1 Eligibility

The Applicants/Advisor/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 must have at least ten (10) years of experience in providing consultancy services in India to the Government organizations/ departments.
- iii. The Applicant must have a minimum annual turnover of INR 400 crore during FY 2020-21, 2021-22, 2022-23 from India operations. The same shall be demonstrated by submitting audited financial statements for the last three (3) years and certificate from Statutory Auditor/Chartered Accountant.
- iv. The Applicant should have at least three (3) ongoing/completed (during past 5 years) consulting projects with Development Authorities with a minimum consulting fee of INR 50 Lakh each.
- v. The Applicant should not stand blacklisted / debarred/ terminated from contract except for reasons of convenience of client by any Government / Government Board /Corporation / Company/ Statutory Body /PSU company/ Government of India/ Private Agencies and Funding Agencies in India as on the date of submission of the proposal.
- vi. The Bid document fee and EMD as specified in the Data Sheet must be submitted along with the bid.

Please Note:

- Bidder fulfilling all the eligibility criteria on their own shall be eligible for technical evaluation, and hereinafter referred to as Eligible Bidders
- The (project) experiences that would be claimed by the Applicant against any criteria both for eligibility as well as for technical evaluation must have been executed as the primary/ lead consultant by the Applicant's legal entity submitting the bid for this RFP.

3.2 Technical Bid Evaluation

#	Criteria	Maximum Marks												
A	<p>Financial Capability</p> <p>Average Annual Turnover (AAT) from India Operations, for preceding 3 financial years ending 31st March 2023</p> <p>10 marks for the bidder with highest Average Annual Turnover. Other bidders shall be awarded prorated marks as per the below (bidders are advised that the table below is for illustration purposes of scoring methodology only):</p> <table border="1"> <thead> <tr> <th>Bidder</th> <th>Avg. Annual Turnover</th> <th>Marks Assigned</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>INR 1000 Cr</td> <td>10 (Highest marks)</td> </tr> <tr> <td>Y</td> <td>INR 700 Cr</td> <td>7</td> </tr> <tr> <td>Z</td> <td>INR 400 Cr</td> <td>4</td> </tr> </tbody> </table> <p>Audited financial statements to be submitted.</p>	Bidder	Avg. Annual Turnover	Marks Assigned	X	INR 1000 Cr	10 (Highest marks)	Y	INR 700 Cr	7	Z	INR 400 Cr	4	10
Bidder	Avg. Annual Turnover	Marks Assigned												
X	INR 1000 Cr	10 (Highest marks)												
Y	INR 700 Cr	7												
Z	INR 400 Cr	4												
B	Technical Capability													
B1	<p>Experience of providing consulting services in India to Development Authorities for projects involving works in areas of project monitoring/ operations management/ performance improvement/ enhancing operational efficiency/ urban planning and development/ contract management/ data collection/ dashboarding/ business process re-engineering/accessibility improvement.</p> <p>Fifteen (10) ongoing/completed experiences with a minimum consulting fee of INR 50 Lakh each during past ten (10) years – one (01) mark per experience/project (Maximum 10 Marks)</p> <p>In case the project is with a Development Authority - additional point five (0.5) per experience/ project (Maximum 5 Marks)</p>	15												
B2	<p>Experience of Government consulting projects in India.</p> <ul style="list-style-type: none"> • 20+ years – 15 marks • 15+ years – 10 marks • 10+ years – 5 marks <p>Applicants need to provide documentary evidence for continuous required experience (ongoing engagement for 2024 needs to be submitted).</p>	15												
B3	<p>Experience of ongoing/completed projects in development of regulatory frameworks for organized Urban city development/ improvement including land and building regulations, building plan and related approval processes etc.</p> <p>Two ongoing/completed experiences with a minimum consulting fee of INR 50 Lakh each during past ten (10) years – two point five (2.5) marks per experience/project (maximum 5 Marks)</p>	5												

#	Criteria	Maximum Marks
B4	<p>Experience of providing government consulting services in Uttar Pradesh preferably for State Government departments and/or ULBs during past ten (10) years.</p> <p>Five (05) ongoing/completed experiences during past ten (10) years with a min value of INR 50 Lakh</p> <p>One (01) mark per experience</p>	5
C	<p>Team CVs/Credential</p> <ul style="list-style-type: none"> - Team Leader (Urban Management/ Planning Consultant): 10 Marks - Resource 1 – (Urban Planning / Design Consultant): 5 Marks - Resource 2 – (Construction Management/ Planning Consultant): 5 Marks - Resource 3 – (Business Process Reengineering / E-Governance Consultant): 5 Marks <p>[Detailed qualification and experience as per Section 2.3]</p> <p>Note: The number of marks to be assigned shall be determined considering the following three sub criteria and relevant percentage weights:</p> <ul style="list-style-type: none"> - General qualifications (general education, training and experience): 25% weightage - Adequacy for the Project (relevant education, training, experience in Similar Projects): 50% weightage - Years of experience in a relevant role: 25% weightage 	25
D	<p>Approach and Methodology (Presentation)-</p> <ul style="list-style-type: none"> - Applicants capability, understanding, approach, proposed solutions, appreciation of requirements, and suggestions. - Applicant's detailed work plan & break down of activities for execution of the assignment. - Team deployment plan. <p>Note: The bidder is expected to the deliver the presentation on the proposed Approach & Methodology only. No Approach & Methodology document is expected to be submitted as part of the technical proposal.</p> <p>Eligible bidders shall be called for technical presentation. Date and time of the presentation shall be intimated to the Eligible bidders</p>	25
	Total	100

Please Note:

- a. Applicants will be required to provide work orders/extension orders/ contracts/ completion certificates as proof of experience.
- b. Extension work orders on an existing project will not be counted as separate projects but may be counted towards monetary value of total project. All experiences should be from India.
- c. Evaluations will be based on documentary evidence submitted by the Applicants and presentation before the Client with respect to evaluation/selection criteria.
- d. Only projects carried out in India will be considered for evaluation.

The (project) experiences that would be claimed by the Applicant against any criteria both for eligibility as well as for technical evaluation must have been executed as the primary/ lead consultant by the Applicant's legal entity submitting the bid for this RFP. Applicants will be required to provide work orders/extension orders/contracts/ completion certificates as proof of experience.

Experiences mentioned in part B2, B3 and B4 of technical evaluation section should be mutually exclusive. Extension work orders on an existing project will not be counted as separate projects but may be counted towards monetary value of total project. All experiences should be from India.

Highest Technical scoring proposal (Tm) shall be given a technical score (St) of 100 points. The technical score of the other proposal (fo) shall be computed as follows.

$$St = 100 \times \frac{To \text{ (Other Technical proposal)}}{Tm \text{ (Highest Technical proposal)}}$$

Evaluations will be based on documentary evidence submitted by the Applicants and presentation before the Selection Committee of Client with respect to evaluation/selection criteria. Documentary evidence will be signed contracts/agreements, or work-orders (or award letters or letters of intent) or completion certificates.

3.3 Financial Bid Evaluation

Minimum score of 60 marks is required in the technical evaluation process. Only those bids having minimum score would be eligible for opening of Financial Bids. The financial proposals of

only technically shortlisted applicants will be opened in the presence of the Bidders representatives who choose to attend.

Lowest financial proposal (Fm) shall be given a financial score (Sf) of 100 points. The financial score of the other financial proposals (Fo) shall be computed as follows.

$$Sf = \frac{100 \times Fm \text{ (Lowest Financial proposal)}}{Fo \text{ (Other Financial proposal)}}$$

Bids determined to be substantially responsive (see instructions to Applicants) will be checked by the client for any arithmetical errors in computation and summation. Where there is discrepancy between rates indicated in figures and in words, rates in words will govern.

The bid shall contain no interlineations or overwriting except as necessary to correct errors made by the bidder themselves. Any such correction shall be initialed by the authorized person.

3.4 Final Bid Evaluation

The Applicant shall be selected under the Quality-cum-Cost Based System (QCBS) with weightages of 70:30 (70% for technical proposal and 30% for financial proposal) and procedures described in this RFP. Proposals shall finally be ranked according to their combined technical (St) and Financial (Sf) scores using the weights (T=the weight given to the technical proposal; F=the weight given to the financial proposal; T+F = 100) indicated below.

$$\text{Final Score} = St \times (T = 70\%) + Sf \times (F = 30\%)$$

The proposal obtaining the highest final score in evaluation of quality and cost will be ranked as H1 followed by the proposals securing lesser marks as H2, H3, etc. The Consultant securing the highest combined marks (H1) will be considered for award of the Contract.

In case of a tie, bidder with higher technical score will be considered for award of work.

The Successful Bidder would be notified in writing by the client by issuing the Letter of Award (LOA) in favour of the Bidder.

The client reserves the right to accept any proposal or reject any or all the proposals without assigning any reasons and any liability whatsoever including financial liability. The client also reserves the right to close or cancel the entire process of appointment at any point without assigning any reasons whatsoever and without any liability whatsoever.

4. Instructions to Bidders

A. General instructions

1. Number of Proposals and respondents

- 1.1. No Bidder shall submit more than one (1) Proposal, in response to this RFP.
- 1.2. The RFP is non-transferable, and Proposals shall be submitted only by the respective Bidders to whom the RFP has been issued by Client.
- 1.3. Joint venture/Consortium is not allowed under this RFP.

2. Proposal preparation cost

- 2.1. The Bidders shall bear all costs associated with the preparation and submission of the Proposal. Client will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
- 2.2. All papers submitted with the Proposal are neither returnable nor claimable.

3. Right to accept and reject any or all the Proposals

- 3.1. Notwithstanding anything contained in this RFP, Client reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
- 3.2. Client reserves the right to reject any Proposal if:
 - 3.2.1. At any time, a material misrepresentation is made or discovered, or
 - 3.2.2. The Bidder/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
 - 3.2.3. The Bidder does not adhere to the formats provided in the Annexures to the RFP while furnishing the required information/details.

4. Amendment of the RFP

- 4.1. At any time prior to the Proposal Due Date, the Client, for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in/> through a corrigendum and form an integral part of the e-bid/Proposal document. The relevant clauses of the e-bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Bidder to check the

abovementioned website from time to time for any amendment in the RFP document/s. In case of failure to get the amendments, if any, the Client shall not be responsible for it.

4.2. In order to provide the Bidders a reasonable time to examine the addendum, or for any other reason, Client may, at its own discretion, extend the Proposal Due Date.

5. Data identification and collection

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

5.2. It is deemed that Bidders 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.

5.3. It would be deemed that by submitting the Proposal, the Bidder has:

5.3.1. Made a complete and careful examination and accepted the RFP in totality;

5.3.2. Received all relevant information requested from Client and:

5.3.3. Made a complete and careful examination of the various aspects of the Scope of Work.

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

B. Preparation and submission of Proposals

6. Language and currency

6.1. The Proposal and all related correspondence and documents should be written in the English/Hindi language. Supporting documents and printed literature furnished by the Bidders with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the respective language.

6.2. The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

7. Proposal validity period and extension

7.1. Proposals shall remain valid for a period of 180 days from the Proposal Due Date ("Proposal Validity Period") and Client may solicit the Bidder's consent for extension of the period of validity, if required. Client reserves the right to reject any Proposal, which does not meet this requirement.

7.2. In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Client may request Bidders to extend the validity period for specified additional period. Bidders, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

8. Format and signing of Proposals

- 8.1. The Bidders shall prepare electronic copies of the technical and financial e-bid/Proposals separately.
- 8.2. Bidders should provide all the information as per the RFP and in the specified formats. Client reserves the right to reject any Proposal that is not in the specified formats.
- 8.3. In case the Bidders intends to provide additional information for which specified space in the given format is not enough, it can be furnished in duly stamped and signed PDFs.

9. Submission of e-bid/Proposal

- 9.1. The bid submission module of e-procurement website <http://etender.up.nic.in/> enables the Bidders to submit the Proposal online in response to this RFP published by the Client. Submission can be done till the Proposal Due Date specified in the RFP on the portal. Bidders should start the process well in advance so that they can submit their Proposal in time. The Bidders should submit their Proposal considering the server time displayed in the e-procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Bidders cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Bidders shall only be held responsible.
- 9.2. The Bidders have to follow the following instructions for submission:
 - 9.2.1. For participating through the e-tendering system, it is necessary for the Bidders to be the registered users of the e-procurement website <http://etender.up.nic.in/>. The Bidders must obtain a user login ID and password by registering themselves with U.P. Electronics Corporation Ltd. (UPLC), Lucknow if they have not done so previously.
 - 9.2.2. In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-tendering system using the user login option on the home page with the login ID and password with which he/she has registered.
 - 9.2.3. For successful registration of DSC on e-procurement website the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any Certifying Authorities approved by Controller of Certifying Authorities, Government of India, as the e-procurement website <http://etender.up.nic.in/> is presently accepting DSC issued by these authorities only. The Bidder can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. The Client shall not be held responsible if the

Bidder fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.

- 9.2.4. The Bidder can search for active tenders through "search active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-bid submission menu. After selecting the tender, for which the Bidder intends to e-bid/Proposal, from "My tenders" folder, the Bidder can place his/her e-bid/Proposal by clicking "pay offline" option available at the end of the view tender details form. Before this, the Bidder should download the RFP document including financial format and study them carefully. The Bidder should keep all the documents ready as per the requirements of RFP document in the PDF format.
- 9.2.5. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & condition before proceeding to fill in the Bid Processing Fee offline payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.
- 9.2.6. Before uploading, the Bidder has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer.
- 9.2.7. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-bid/Proposal documents are protected, stored and opened by concerned bid openers only.
- 9.2.8. After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process. The Bidders can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- 9.2.9. Client reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

10. Deadline for submission

10.1. E-bid/Proposal (technical and financial) must be submitted by the Bidder at e-procurement website <http://etender.up.nic.in/> no later than the time specified on the Proposal Due Date. The Client may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the Client and Bidders previously subject to the deadline will thereafter be subject to the deadline, as extended.

11. Late submission

11.1. The server time indicated in the bid management window on the e-procurement website <http://etender.up.nic.in/> will be the time by which the e-bid/Proposal submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid/Proposal submission date and time is over, the Bidder cannot submit his/her e-bid/Proposal. Bidder has to start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her e-bid/Proposal is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during the e-bid/Proposal submission process.

12. Withdrawal and resubmission of Proposal

12.1. At any point of time, a Bidder can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Bidder should first log in using his/her login ID and password and subsequently by his/her DSC on the e-procurement website <http://etender.up.nic.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 e-bid/Proposal.

12.2. No e-bid/Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of an e-bid/Proposal during this interval may result in the Bidder's forfeited of his/her e-bid/Proposal security.

12.3. The Bidder can re-submit his/her e-bid/Proposal as when required till the e-bid submission end date and time. The e-bid/Proposal submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid 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 e-procurement website <http://etender.up.nic.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 detail of the e-bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.

12.4. The Applicant can submit their revised e-bids/Proposals as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.

12.5. No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

13. Bid Security/EMD

13.1.1. Proposal should necessarily be accompanied by an Earnest Money Deposit as stated in data sheet through RTGS/ NEFT to the bank account as per bank details provided in the data sheet and proof of the same to be shared along with the Technical Proposal.

13.1.2. Tenders without EMD are liable to be rejected.

13.1.3. EMD of successful Bidder shall be retained by the Authority till Performance Security Deposit is submitted by the successful Consultant. EMD of unsuccessful Bidders will be returned after expiry of the final proposal/ bid validity and latest on or before the 30th day after the award of the contract.

13.1.4. The EMD shall be forfeited by Authority in the following events-

- i) If Proposal is withdrawn during the validity period or any extension agreed by the Consultant thereof.
- ii) If a Bidder submits a Non-Responsive Proposal or if any information or document furnished
- iii) If the Bidder turns out to be misleading or untrue in any material respect;
- iv) If the Proposal is varied or modified in a manner not acceptable to Authority after opening of Proposal during the validity period or any extension thereof.
- v) If the Consultant tries to influence the evaluation process.
- vii) In the case of Bidder, if it fails within the specified time limit -
 - to accept the LoA; and / or
 - to sign the Contract Agreement; and / or
 - to furnish the Performance Security; and

- in case the Consultant, having signed the Contract Agreement, commits any breach thereof prior to furnishing the Performance Security

14. Selection of the Consultant

From the time the Proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the Client, on any matter related to their Proposal it should do so in writing. Any effort by the Bidders to influence any officer or bearer of the Client in the Proposal evaluation or contract award decisions may result in the rejection of the Bidder's Proposal.

C. Proposal opening

15. Opening of Proposals

15.1. Client will open all technical e-bids/Proposals, in the presence of Bidder's representatives who choose to attend on the prescribed date of opening at the Client office.

15.2. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date e-bid/Proposal opening being declared a holiday for the Client, the e-bids shall be opened at the appointed time and place on the next working day. The Bidder who is participating in e-bid/Proposal should ensure that the RTGS/NEFT of Bid Processing Fee must be submitted in the prescribed account of Client within the duration (strictly within opening & closing date and time of individual e-bid/Proposal) of the work as mentioned in RFP, otherwise, in any case, bid shall be rejected.

15.3. The Bidder names and the presence or absence of requisite e-bid/Proposal security and such other details as the Client at its discretion may consider appropriate, will be announced at the opening. The names of such Bidders not meeting the technical specifications and qualification requirement shall be notified subsequently.

15.4. The Client will prepare minutes of e-bid/Proposal opening.

16. Confidentiality

16.1. Information relating to the examination, clarification, evaluation and recommendation for the short-listed Consultant shall not be disclosed to any person not officially concerned with the process.

16.2. After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to Bidders or their representatives, if any. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal/s shall result in outright rejection of the offer, made by the said Applicant.

17. Tests of responsiveness

17.1. Prior to evaluation of the Proposals, Client will determine whether each Proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:

17.1.1. It is received or deemed to be received by the due date and time including any extension thereof pursuant to Clause 10.

17.1.2. It is signed, sealed and marked as stipulated in Clause 8 and Clause 9.

17.1.3. It contains all information as desired in this RFP.

17.1.4. Information is provided as per the formats specified in the RFP.

17.1.5. It mentions the validity period as set out in Clause 7.

17.1.6. Bids are accompanied with Bid Processing Fee (non-refundable) and EMD in the form of RTGS/NEFT as specified in the Data Sheet of this RFP.

17.1.7. The selected Bidder has furnished a Performance Guarantee as outlined in the Data Sheet of this document at the time of contract signing. The Performance Guarantee shall be returned or extended after the expiry of the project period as the case may be.

17.2. Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Client in respect of such Proposal.

18. Clarifications sought by Client

18.1. To assist in the process of evaluation of Proposals, Client may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing. No change in the substance of the Proposal would be permitted by way of such clarifications.

19. Proposal evaluation

19.1. Submissions from Bidders would first be checked for responsiveness as set out in Clause 17. All Proposals found to be substantially responsive shall be evaluated as per the Technical/Evaluation Criteria set out in this RFP.

19.2. The Technical Proposal of the Bidder/s who do not meet the Technical Criteria shall not be considered for further process.

20. Award of Work

After selection, a Letter of Award (the 'LOA') shall be issued, by the Authority to the selected Consultant and the consultant shall, within 7 (seven) days of the receipt of the LoA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Consultant is not received by the stipulated date, the Authority may, unless it consents to extension

of time for submission thereof, appropriate the Bid Security/EMD of such Consultant as mutually agreed genuine pre- estimated loss and damage suffered by the Authority on account of failure of the Consultant to acknowledge the LOA, and the next eligible Consultant may be considered.

21. Execution of Contract Agreement

After acknowledgement of the LOA as aforesaid by the Consultant, Contract Agreement shall be shared with the consultant for execution within the period prescribed in "Data sheet' or as amended in LoA. The Consultant shall not be entitled to seek any deviation in the Contract Agreement, unless agreed by the Authority. The Consultant shall submit Performance Security as specified in the RFP before signing of Service Agreement.

22. Performance Security

- 22.1. Within 10 days, or within period as amended Letter of Acceptance (LoA), of receipt of the LoA, the Consultant shall deliver to the Authority a Performance Security for an amount for 10% of the contract value as stipulated in the conditions of contract.
- 22.2. Performance Security shall be submitted in the form acceptable to the Authority or in the form of payment through RTGS/NEFT as per bank details provided in the data sheet.
- 22.3. Failure of the successful Bidder to comply with the requirements of clause 21 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
- 22.4. The performance security shall be submitted for entire Contract Period and shall be valid for 03 months after the scheduled completion date.
- 22.5. It is expressly understood and agreed that the performance security is intended to secure the performance of entire Contract Agreement. It is also expressly understood and agreed that the performance security is not to be construed to cover all the damages detailed / stipulated in various clauses in the Contract Agreement.
- 22.6. Should the contract period, for whatever reason be extended, the Consultant, shall at his own cost, get the validity of performance security furnished by him extended and shall furnish the extended / revised Security to the Authority before the expiry date of the Security originally furnished

22. Appropriation of Performance Security

- 22.1. Performance Security submitted by the Consultant shall be forfeited if the Consultant fails to commence operations as per the requirements of this RFP.
- 22.2. In the event the Consultant fails to perform any or all its obligations under the Contract Agreement and damages are imposed for such failure, the Authority shall have right to

appropriate such amount as damages from the Performance Security submitted by the Consultant.

22.3. Upon occurrence of a Consultant Default or failure to meet any condition as per the Contract Agreement, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Consultant Default or failure to meet any Condition precedent.

22.4. Upon such appropriation from the Performance Security, the Consultant shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original value, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement.

23. Release of Performance Security

Performance Security submitted, will be returned to the Consultant subject to the Authority's right to receive or recover amounts, if any, due without any interest 03 months after completion of Contract.

24. Conflict of Interest

24.1. Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be eligible for selection as consultant under any of the circumstances set forth below:

a. **Conflicting Assignment/job:** A consultant or any of its affiliates shall not be hired for any Assignment/ job that, by its nature, may be in conflict with this Assignment/ job of the consultant to be executed for the same Employer.

b. **Conflicting Relationships:** A consultant that has a business or family relationship with a member of the Authority's staff who is directly or indirectly involved in any part of the preparation of the Terms of Reference of the Assignment/ job, the selection process for such Assignment/ job, or supervision of the Contract, may not be awarded a Contract, until and unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority.

c. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Authority, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

5. 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
- 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

1.3.1. 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.

1.3.2. 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

1.6.1. 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.

1.6.2. 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

2.5.1. 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.

2.5.2. 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 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.

2.5.3. 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 8 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 8 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 8 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) The consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that consultant own in performing the Services. Notwithstanding the delivery of any Reports, consultant retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that consultant compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.

3.4. Accounting

The Consultant shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally 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 Consultant such assistance 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 (domestic or international) 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 (Section 2 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. Penalty

In case the Consultant fails to deliver the services as stipulated in the RFP or doesn't meet statutory requirements, because of the reasons solely attributable to the Consultant, MDA reserves the right to impose penalty as under-

- 6.1. For delay in submission of deliverables as per clause 2.5, 0.05% of invoice amount per 15 working days subject to maximum of 10% of invoice amount.
- 6.2. If the delay is beyond the period stipulated above, MDA reserves right to terminate the contract as per clause 2.6.1.
- 6.3. In no case shall penalty imposed on the Consultant exceed 10% of the contract value throughout the contract period.
- 6.4. No penalty shall be imposed for delay or reasons attributable beyond control of the Consultant. The Consultant shall highlight the reasons for delay in writing to MDA.
- 6.5. For delay in deliverables owing to reasons beyond control of Consultant, MDA shall take decision on extension of timelines.
- 6.6. MDA will make payment of the invoice after necessary deduction of penalty.

7. Good Faith and Indemnity

- 7.1. 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.
- 7.2. 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.

8. Settlement of Disputes

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

8.2. 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.

8.3. 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.

8.4. Jurisdiction

Any dispute relating to this Contract or the Services shall be subject to the exclusive jurisdiction of the courts in Moradabad, to which both the parties agree to submit for these purposes.

9. Interpretation of Documents:

- a. Authority will have the sole discretion in relation to the interpretation of this RFP document, the proposals and any documents provided in support of the Proposals; and all decisions in relation to the evaluation of proposals. Authority will have no obligation to explain or justify its interpretation of this RFP document, the proposal(s) or their supporting/related documents/information or to justify the evaluation process or selection of the Consultant.
- b. In the event of conflicts of any sort among the information and instructions to Consultant and the Contract Agreement, the documents shall be given the following priority:
 - Contract Agreement,
 - information and instructions to Consultant.
- c. MDA reserves the right to use and interpret the Proposal documents, data etc. it receives from the Consultant(s) in its absolute discretion.

6. Technical Proposal – Standard Forms

TECH-1 Technical Proposal Submission Form

TECH-2 Consultant Organization and Experience

A. Consultant Organization

B. Consultant Experience

TECH-3 Description of the Approach, Methodology and Work Plan for performing the Assignment.

TECH-4 Team Composition and Task Assignments

TECH-5 Curriculum Vitae (CV) for Proposed Professional Staff.

TECH-6 Non-Blacklisting Declaration.

TECH-7 Format for Presentation

6.1 TECH-1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs,

We, the undersigned, offer to provide the consulting services for “**Appointment of Monitoring and Operational Efficiency Consultant in Moradabad Development Authority**” in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this a Technical Proposal, and a Financial Proposal.

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. If negotiations are held during the Proposal Validity Period, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment at a date mutually agreed between 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 of Firm: _____

Address: _____

Phone: _____

6.2 Form Tech -2: Consultant Organization and Experience

Consultant Organization

[Provide here a brief (one/two pages) description of the background and organization of your firm/entity]

Consultant Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment]

- Assignment name:
- Country:
- Location within country:
- Duration of assignment (months):
- Name of Client:
- Total No of person-months of the assignment:
- Address:
- Amount of consulting fee received by your firm (INR)
- Start date (month/year):
- Completion date (month/year):
- Name of associated Consultants, if any:
- No of professional person-months provided by associated Consultants:
- Narrative description of Project:
- Description of actual services provided by your staff within the assignment:
- Firm's Name:

6.3. Tech-3: Team Composition and Task Assignments

Name of staff	Position in the firm	Date of joining the firm	Proposed position and area of expertise

6.4. Tech-4: Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed position** [only one candidate shall be nominated for each position]:

2. **Name of staff** [Insert full name]:

3. **Date of Birth:**

Nationality:

4. **Education** [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

5. **Membership in Professional Associations/ Other training:**

6. **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

7. **Employment record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]:

To [Year]:

Employer:

Positions held:

Responsibilities/ Activities performed

6. Work undertaken that best illustrates capability to handle the tasks assigned [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under Clause 2]

Name of assignment or project:

Year:

Location:

Client:

Main project features:

Positions held:

Responsibilities/ Activities performed:

7. **Certification:** I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature

6.5. Tech-5. Declaration Regarding Non-Blacklisting

(To be printed on Letter Head of the Company)

[Date]

To,

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

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document (eBid Ref. No. MDA_PMU_2024_25) regarding “**Appointment of Monitoring and Operational Efficiency Consultant.**”

I hereby declare that my Company has not been debarred/ black listed/ debarred by Central Government/ any State Government/ PSU or any Statutory/ Local Body. There is no dispute between the bidder and State Govt.

I further certify that I am competent officer in my Company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Name

Designation

Seal

Date:

6.6. Tech-6. Format for Presentation

The Consultants shall include the following indicative contents for making presentation to the client:

1. About the organization (max 2 slide)
2. Experience in relevant projects (max 5 slide)
3. Approach and Methodology (max 8 slide)
4. Work plan (max 3 slide)
5. Team composition and deployment (max 4 slide)
6. Other relevant information (max 2 slide)

7. Financial Proposal Submission Form

(On Bidder's letter head)

[Location, Date]

To,

Vice Chairman

Moradabad Development Authority

New Moradabad, Moradabad (U.P.)- 244001

Sub: Financial Bid for "Appointment of Monitoring and Operational Efficiency Consultant"

Dear Sir/Madam,

We, the undersigned, offer to provide the services for the above in accordance with your e-Bid dated _____, and our Bid (Response to Technical Bid and Financial Bid).

Our attached Financial Bid – Total of person-month rate for 04 resources is as uploaded on e-bid portal in the .XLS format [inclusive of statutory taxes, duties, and levies during the contractual period except GST which will be paid extra by MDA at the rate applicable on the date of invoicing, Amount in words and figures].

We understand that the Authority reserves the right to negotiate the Financial Bid for the services as a whole or for individual tasks of the services.

We undertake that our Financial Bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Bid, i.e. 180 days from the date of submission of the e-Bid.

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.

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

Yours sincerely,

Signature:

Name and title of Signatory:

Name & address of the Bidder