

ई-निविदा सूचना
(निविदा/आर0एफ0पी0 सूचना)

निर्माण कार्य हेतु पात्र ठेकेदारों से उनकी पंजीकरण सीमा तक प्रतिशत आधार दरों पर ई-निविदा पद्धति से ई-टेण्डरिंग की बेवसाइट <http://etender.up.nic.in> के माध्यम से निम्नलिखित टेण्डर शैड्यूल के अनुसार निविदा आमंत्रित की जाती है। प्रतिभूति की धनराशि एवं निविदा प्रपत्र मूल्य की धनराशि <http://jnnjhansi.procure247.com> बेवसाइट के माध्यम से ऑनलाइन जमा की जायेगी :-

क्र0सं0	विवरण	प्रारम्भ दिनांक एवं समय	अन्तिम दिनांक एवं समय
1-	Downloading of RFP Documents.	21.08.2024 11.00 AM	02.09.2024 3:00 PM
2-	Proposal Due Date (PDD).	-	02.09.2024 3:00 PM
3-	Opening of Technical Proposals.	-	02.09.2024 5:00 PM
4-	Opening of Financial Proposals.	-	To be intimated later only to Technically qualified bidders.

नोट -

- कार्यों से सम्बन्धित निविदा सूचना एवं शर्तें नगर निगम, झाँसी की बेवसाइट www.jnnjhansi.com में देखी जा सकती है।
- निविदादाता को बेवसाइट <http://etender.up.nic.in> में पंजीकृत होना अनिवार्य है। पंजीकरण न होने पर निविदा डालना सम्भव नहीं होगा।
- ई-निविदा में कोई भी संशोधन/परिमार्जन/परिवर्तन की सूचना को बेवसाइट पर अपलोड कर प्रकाशित किया जायेगा।
- निविदादाता को निविदा डबल बिड सिस्टम के आधार पर (तकनीकी एवं वित्तीय) पृथक-पृथक देना अनिवार्य होगा।
- एक अथवा सभी निविदाओं को कारण बताये अथवा बिना बताये निरस्त करने का अधिकार नगर आयुक्त में निहित होगा।

मुख्य अभियन्ता

नगर आयुक्त

पत्रांक :- 1314 / जनकार्य वि0 / न0नि0 / 2024-25

दिनांक :- 20.08.2024

प्रतिलिपि :-

- विज्ञापन व्यवस्थापक **अमर अजाला / विश्व परिवार**, दैनिक समाचार पत्र, झाँसी को इस आशय के साथ प्रेषित कि उक्त अंकित निविदा सूचना प्राप्ति दिनांक को या अगले दिनांक की अपने समाचार पत्र के झाँसी संस्करण के मुख्य पृष्ठ को छोड़कर न्यूनतम स्पेस में तथा 08 के फॉन्ट में एक बार के लिए प्रकाशित कर समाचार पत्र की 03 प्रतियों के साथ बिल भिजवाने का कष्ट करें।
- सदस्य, निविदा समिति, नगर निगम, झाँसी को इस आशय से उक्त तिथि में निविदा सम्बन्धी कार्यवाही पूर्ण कराना सुनिश्चित करायें।
- नाजिर/प्रशासनिक अधिकारी, नगर निगम, झाँसी को इस आशय के साथ कि कृपया उक्त निविदा सूचना कार्यालय के सूचना पट पर चस्पा किये जाने हेतु सम्बन्धित को निर्देशित करने का कष्ट करें।
- पी0ए0, नगर आयुक्त को विज्ञापन पंजिका में दर्ज करने हेतु।
- आई0टी0एक्सपर्ट, नगर निगम, झाँसी को बेवसाइट पर अपलोड हेतु।

मुख्य अभियन्ता
झाँसी नगर निगम, झाँसी।

**JHANSI MUNICIPAL CORPORATION
JHANSI, UTTAR PRADESH**



REQUEST FOR PROPOSAL (RFP)

for

selection of

**Consulting Firm as Project Management Consultant for implementation of
Chief Minister Green Road Infrastructure Development Scheme (CM
GRIDS) in Jhansi**

RFP/.....

August 2024

Disclaimer

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

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested Applicants with information that may be useful to them in the formulation of their Proposals pursuant to this RFP (the “Proposal”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs 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 Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants 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. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion of the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant 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, reliability or completeness 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 Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant 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 the Authority, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Table of Contents

SHORT TERM NOTICE INVITING TENDER	3
1. INSTRUCTION TO BIDDER FOR SUBMISSION OF E-BIDS	4
1.1 Objective of the assignment.....	4
1.2 RFP Document.....	4
1.3 Validity of the proposal	5
1.4 Submission of e-bids:.....	5
2. SCOPE OF WORK.....	6
3. PRE-QUALIFICATION CRITERIA	8
3.1 Eligible Bidders	8
3.2 Minimum Technical Eligibility:.....	8
3.3 Minimum Financial Eligibility:.....	8
3.4 Affidavit:.....	8
3.5 One Bid per applicant	8
3.6 Conflict of Interest	8
3.7 Right to reject any or all Proposals	9
3.8 Amendment of RFP	9
3.9 Other Conditions.....	9
4. PROPOSAL SUBMISSION, BID OPENING AND PROPOSAL	12
4.3 Evaluation Parameters	13
4.4 Confidentiality	15
4.5 Negotiations	15
4.6 PERFORMANCE GUARANTEE.....	16
4.7 Submission and Payment Terms	16
4.8 Schedule of services not included in the scope of assignment.....	17
4.9 Term of the Consultancy.....	17
4.10 Fraud and Corrupt Practices.....	17
4.11 Amendment of RFP	18
4.12 Language.....	18
4.13 Late Proposals.....	19
4.14 Modification/ substitution/ withdrawal of Proposals	19
4.15 Miscellaneous	19
4.16 Arbitration.....	19
APPENDIX	34

SHORT TERM NOTICE INVITING TENDER

Jhansi Municipal Corporation invites e-tender on percentage fee basis from reputed engineering firms/consultants to provide Consultancy Services as Project Development Consultant for preparation of Detailed Project Report (DPR) and implementation including monitoring of construction work of selected roads under Chief Minister Green Road Infrastructure Development Scheme (CM GRIDS) as per below mentioned details -

S. No.	Descriptions	Remarks
1.	Name of the Assignment	Selection of Project Management Consultant for implementation of Chief Minister Green Road Infrastructure Development Scheme (CM GRIDS) in Jhansi
2.	Type	Lump-Sum Contract
3.	Selection Process	Quality and Cost Based Selection (QCBS) – 80:20
4.	RFP Document Fee (Only Online payment using NEFT / RTGS)	Rs 1,180.00 (Rupees One Thousand One Hundred Eighty Only) including GST (non-refundable) Account Name: Account No.: IFS Code: Branch: Bank Name:
5.	Earnest Deposit Money (EMD) (Only Online payment using NEFT / RTGS)	Rs. 50,000/- (Rupees Fifty Thousand Only) (refundable) in above mentioned account. (MSME registered firm are exempted from EMD upon submission of MSME registration and UDHYOG AADHAR certificate.
6.	Performance Guarantee	5% of the Contract Amount in form of BG/FDR/RTGS/NEFT banking in favour of Municipal Commissioner, Jhansi Municipal Corporation. (EMD amount may be adjusted as performance guarantee).
7.	Downloading of RFP Documents	21 August 2024, 11.00 AM onwards https://etender.up.nic.in
8.	Proposal Due Date (PDD)	02 September 2024, 15.00 Hrs. IST (Online Only)
9.	Opening of Technical Proposals	02 September 2024, 17.00 Hrs. IST
10.	Opening of Financial Proposals	To be intimated later only to Technically qualified bidders.
11.	Joint Venture / Consortium	Not Allowed
12.	Validity of the Proposal	90 (One Hundred and Twenty) from the Proposal Due Date.

All the correspondence should be in written form and may be sent by email, fax or letter. All the communication and the bid submission should be addressed to the undersigned:

To,
Municipal Commissioner
Jhansi Municipal Corporation,
Near Elite Chauraha, Civil Lines Jhansi (Uttar Pradesh) – 284001

1. INSTRUCTION TO BIDDER FOR SUBMISSION OF E-BIDS

1.1 Objective of the assignment

Urban areas are known as the growth engines of the country. Uttar Pradesh has the highest number of urban bodies in India. The state is committed to achieving the target of "One Trillion Economy" by the year 2027 by strengthening the basic infrastructure, especially the urban basic infrastructure and enhancing "Ease of Doing Business" and "Ease of Living". Roads are the most vital component of urban basic infrastructure. Most of the commercial and economic activities are conducted along the roads. Hence, integrated road network becomes one of the prime components of urban basic infrastructure. Due to increasing urbanization in the State, there is a great need to develop and enhance an integrated road network using innovative technology to reduce the burden of extra vehicles on the roads and to bring enhanced mobility in the means of transport.

In the given context and to promote social and economic development in the State and encourage economic autonomy in ULBs through the development of roads, an incentive-based scheme "Chief Minister-Green Road Infrastructure Development Scheme- Urban (CM-GRIDS)" is being launched by the Urban Development Department. CM GRIDS aims to make the existing "Urban Road Improvement Scheme" being implemented from 2013-14, more effective.

In urban areas, the development of roads of 45 meters or more width is generally done by the Public Works Department in the form of National Highway and State Highway and the development of roads of less than 10 meters width is done by the Finance Commission, Mukhyamantri Nagar Srujan Yojana (C M NSY) and Pt. Deen Dayal Upadhyaya Nagar Vikas Yojana etc. are done by the urban bodies as a component, but there is no dedicated plan for the development of roads between 10 m to 45 m wide, while the roads of the said width are the main routes of urban traffic and economic activities.

Under the scheme, all the facilities related to the road, such as utility duct, Footpath, green zone, solar based streetlight, bus stop, EV charging station, pedestrian facility etc. will be provided as per availability of right of way. The use of cost-effective techniques like FDR, RAP, Plastic Roads and other related will be used for development of roads under CM grid scheme in Jhansi. Jhansi Municipal Corporation has identified various roads to be considered for development under CM GRIDS project. Jhansi Nagar Nigam is willing to select the consultant to support Jhansi Municipal Corporation for management of CM GRIDS project.

The RFP document can be downloaded from the government website <http://etender.up.nic.in>. The bids submission is allowed only online on <http://etender.up.nic.in> with in bidding period.

1.2 RFP Document

- The RFP shall be available on the e-Tendering website (<https://etender.up.nic.in>) and may be downloaded by the interested Applicants. The aforesaid documents and any addendum/corrigendum issued subsequent to this RFP will be deemed to form part of the RFP Document.
- The Applicant shall deposit (on-line mode through RTGS/NEFT) the RFP Document Fee of Rs 5000.00 (Rupees Five Thousand only) + 18% GST as applicable (non-refundable). Any Proposal not accompanied by RFP Document Fee will be summarily rejected by the Authority as being nonresponsive and the Proposal of such Applicant shall not be evaluated further.
- The Authority shall receive Proposals pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the

“RFP Document”), and all Proposals shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.8 for submission of Proposal.

1.3 Validity of the proposal

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (PDD).

1.4 Submission of e-bids:

The bid submission module of e-procurement website <http://etender.up.nic.in> enables the bidders to submit the e-bids online against this bidding published by the purchaser. Bids may be submitted only during the period and time stipulated in the bidding. Bidders are advised to start the bid submission process well in advance so that they can submit their bids in time. The bidder shall submit their bids taking into account the server time displayed on the e-procurement website. This server time is the time by which the bid submission activity will be allowed till the permissible time on the last date of submission stipulated in the schedule. The bidders cannot submit their bids after the bid submission period. For delay in submission of bids due to any reason shall be responsibility of the bidder. The bidder shall follow the instructions mentioned herein under for submission of their e-bids.

2. SCOPE OF WORK

The main objective of this consultancy service is to engage a consultancy firm specialized in project management consultant related to Road including DPR preparation, Detailed estimate, Tender document, support in contractor selection, bid evaluation, work monitoring, quality monitoring and overall project under CM GRIDS as per its guidelines for selected roads in Jhansi for 5 Years (2024-25 to 2029-30). The Detailed Project Report shall be prepared based on the site assessment, technical, financial, environmental and social aspects, consisting of detailed design, drawings, cost estimates, specifications for services shifting of different department etc., for roads in Jhansi city. Jhansi Municipal Corporation (JMC) will provide assistance during stakeholder co-ordination required for implementation of the project. Jhansi Municipal Corporation will pay the expenses for vetting of DPR from reputed institute and selected project development consultant will provide technical support in vetting of DPR and.

Detailed Scope of Work

A. Submissions

- a) Feasibility cum Draft Detailed Project Report in 3 hard copies
- b) Detailed Project Report (DPR) in 3 hard copies
- c) All required design & drawings etc. in 3 hard copies
- d) Detailed Cost Estimate in 3 hard copies
- e) Bill of Quantities (BoQ) in excel format for tendering activities
- f) Review and support in preparation of NIT, SBD document and other related document in soft copy

B. Schedule of Services

The consultant shall render the following services after taking instruction from client -

a) Preparation of Concept Design

- i. Ascertain Client's requirements conduct necessary site surveys, field investigations and prepare a design brief for Client's approval.
- ii. Consultant should collect the details of existing infrastructure on the ground like water supply, sewerage, lighting etc. (if required).
- iii. Prepare Detailed Project Report for selected roads including necessary work, co-ordination with other stakeholders of related departments for the purpose of data and services collection, expenditure, cost estimate for services shifting of different departments, preparing cost estimates on basis of SOR as per the guidelines of CM GRIDS.
- iv. DPR shall be designed with adequate pathways, drains, street furniture, utility ducts, junction improvements and parking facilities as per available right of way.
- v. Preparation of plan & profiles, Typical cross section and other drawings as required.
- vi. Field investigation shall be conducted into the necessary renovation and restoration of the existing structure (if any and if required).

b) Preparation of Working Drawings and Tender Documents

- i. Prepare working drawings, specifications and schedule of quantities to prepare estimate.
- ii. Preparation of tender documents.
- iii. Support in selection of contractors for road development by preparation and submission of

technical evaluation reports of bids, technical presentation and financial evaluation

- iv. Handholding of Municipal Corporation for signing of agreement with the selected contractor for construction work.

c) Support in Quality Assurance during Construction

- i. Review of working drawing prepared by Contractor and Preparation of working drawing for execution of works (If required).
- ii. The completion plan to be prepared by the Contractor after completion of project work and the same will be submitted to Municipal Corporation by Consultant after checking with site works.
- iii. Visiting site of construction work for ensuring quality control of ongoing works as per standard and specification.
- iv. Support Municipal Corporation in achieving quality work as per applicable standards and specifications.
- v. Preparation of Ascertain Client's requirements conduct necessary site surveys, field investigations and prepare a design brief for Client's approval.
- vi. Any other work as per requirement of Municipal Corporation related to execution of related work (if any and if required).

3. PRE-QUALIFICATION CRITERIA

3.1 Eligible Bidders

3.1.1 Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility shall be considered for evaluation.

3.1.2 To be eligible for evaluation of its Bid, the Bidder shall fulfil the following:

The Bidder shall be legally competent to enter into a contract as per prevailing Indian law, and must be either: (i) a company incorporated in India under the Companies Act, 1956 (as amended or re- enacted or restated, and including the Companies Act, 2013 as notified from time to time), or (ii) Partnership firm registered under the Indian Partnership Act or a (iii) A LLP incorporated under Limited Liability Partnership Act, 2008/Companies Act 2013 or (iv) A registered Proprietary firm in India.

3.2 Minimum Technical Eligibility:

To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following:

- i. Certificate of Incorporation and all relevant documents with statutory operational permission (GST, PAN etc.) in India are required with the submission of bid.
- ii. The bidder should have Road or Road Infrastructure related Project Management experience from Government Departments/Agency.
- iii. The bidder should have experience of integrated Road DPR related work experience in Uttar Pradesh.
- iv. The bidder should have experience of Road related DPR for Government department / Corporations / Government agency.
- v. Preference will be given to consultant who has prepared the Road DPR funded by multi-lateral donor body (ADB/World Bank/BRICKS/JICA etc.)

3.3 Minimum Financial Eligibility:

- i. The Bidder shall have a minimum average annual turnover of **INR 30.00 Lakh (Rupees Forty Lakh Only)** during the last three (3) financial years (2020-21, 2021-22 & 2022-23). The bidder shall be required to submit a true copy of the Turnover certificate from CA for the specified last three Financial Years.
- ii. The Bidder shall have a positive net worth for the last three (3) financial years.

3.4 Affidavit:

The bidder should not hold any blacklisting by any government agency, or any Multi-Lateral Donor body (World Bank/ADB, JICA etc.).

3.5 **One Bid per applicant**

An applicant is eligible to submit only one bid in the entire bidding process.

3.6 **Conflict of Interest**

- The bidder shall not have a conflict of interest that may affect the Selection Process or the

Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified.

- The Authority requires that the bidder provides professional, objective, and impartial advice and at all times hold the Authority’s interest’s paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the Assignment in the best interests of the Authority.

3.7 Right to reject any or all Proposals

- Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any or all Proposal and to annul the Selection Process at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Proposals, it may, in its discretion, invite all eligible Applicants to submit fresh Proposals hereunder.
- Without prejudice to the generality of above, the Authority reserves the right to reject any Proposal if:
 - a. at any time, a material misrepresentation is made or discovered, or
 - b. the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified/rejected, then the Authority reserves the right to consider the next best Applicant or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.
 - c. Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Applicant in relation to acceptance or rejection of any Proposal.

3.8 Amendment of RFP

- At any time prior to the PDD, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP by the issuance of Addendum/ Amendment. All such amendments will be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.
- In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the PDD.

3.9 Other Conditions

- i. The Applicants shall be responsible for all the costs associated with the preparation of bids and their participation in the bidding process. The Authority shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.
- ii. Prior to submitting the proposal, the applicants are advised to visit and examine the project and its understanding, obtain and ascertain for themselves all technical data, and other

information necessary for their proposal including carrying out necessary technical surveys, assets conditions assessment etc. at its own cost and risk.

- iii. Applicants are encouraged to submit their respective bids after visiting the project site/area to ascertain the actual ground situation, coverage, quality of assets or any other matter considered relevant by them. The Applicants shall be deemed to have full knowledge of the work conditions, whether physically inspected or not, if Applicant submits a proposal for this project.
- iv. For the above purpose, the Applicants may approach the Authority for assistance during any site visit. The Applicants shall be responsible for all the arrangements and shall release and indemnify the Authority and/or any of its agencies/consultants/advisors from and against all liability in respect hereof and shall be solely responsible for any personal injury, loss of or damage to property or any other loss, damage, costs or expenses, however caused, which, but for the exercise of such permission, would not have arisen due to this RFP.
- v. It shall be deemed that by submitting a Bid, the Applicant has made a complete and careful examination of the bidding documents.
- vi. The Applicants or their officials' representatives are invited to mark all their queries to the email IDs as mentioned or contact at the fixed landline contact as provided.
- vii. The Applicants or their official representatives are invited to mark all their queries to the email IDs as mentioned or contact at the fixed landline contact as provided.
- viii. At any time, prior to the deadline for submission of proposals, The Authority may amend the RFP documents, including any contractual documents, by issuing an Addendum.
- ix. Any Addendum thus issued shall be part of the RFP documents and shall be published on the website. The Authority may communicate in writing by mail or by fax to all short-listed Applicants to whom the RFP documents are issued. The Authority bears no obligation for any applicants not receiving the information of the addendum issued to this RFP for any reason whatsoever.
- x. The applicants shall furnish tender fee and EMD of amount as mentioned in bid data sheet of this RFP document as part of bid.
- xi. The EMD of unsuccessful Applicants will be returned within 30 days of the date of finalization of successful applicants or signing of contract agreement with the successful applicant whichever is later. If the bid is cancelled for any reason whatsoever, the EMD shall be returned to all the applicants within 15 days from such date of such cancellation.
- xii. The EMD of successful Applicants will be retained by the Authority and returned after 15 days of signing of contract agreement and furnishing the performance guarantee by the

successful applicant. The successful applicants shall ensure that its EMD remains valid during such period.

xiii. The EMD will be forfeited if-

- The successful applicant fails to sign the contract agreement or submit the performance guarantee, as the case may be.
- The Authority finds out that the applicant is involved and fraudulent practice or has given any materials representation in its bid knowingly or unknowingly.
- Any other reason thereof mentioned in this bid document.
- The applicants fail to comply with the bid process.

4. PROPOSAL SUBMISSION, BID OPENING AND PROPOSAL

4.1 Proposal Submission

- 4.1.1 The proposal would consist of representation of technical experience of the applicant, 2 pager methodology to be adopted for conducting the assignment. It should be sent across as mentioned in Annexure with all necessary documents and enclosures attached. All the documents information enclosed with the technical proposals should be self-attested and certified by the Applicant.
- 4.1.2 The Applicant shall have to quote rates in format of Financial Bid submission, online only. A format of the financial bid has been provided in this RFP documents.
- 4.1.3 The price quoted by the applicant shall be quoted in figures as well as in words. If any difference in figures and words is found, the lower of the two shall be taken as valid and correct.
- 4.1.4 The applicant shall have to quote rates Exclusive of GST, all duties, taxes and other levies.
- 4.1.5 The Applicant should quote basic price including all taxes (excluding GST), GST will be paid extra as applicable.
- 4.1.6 The rates and prices quoted by the applicant shall be fixed for the duration of the Contract and shall not be subject to any adjustment on any account.

4.2 Bid Opening and Evaluation

- 4.2.1 The single stage two bid system (collectively the “Selection Process”) in evaluating the Proposals comprising Technical Proposal and Financial Proposal. Earnest Money & Tender Fee to be paid online only. In the first stage, a technical evaluation will be carried out as specified below-
- 4.2.2 The Department shall open the Proposals online at time and date specified in the data sheet and in the presence of the Applicants who choose to attend.
- 4.2.3 All the proposals will be scrutinized, and participating bidders shall be listed. The proposals will be evaluated based on stipulated marking system. The categories for marking and their respective marks are as under:
 - a. The quality and competence of the consulting service shall be considered as the paramount requirement.
 - b. In the first stage, the Technical Proposal will be evaluated based on Applicant’s qualification and Work experience. Applicants whose Technical Proposals get a technical score (St) of 70 marks or more out of 100, will only be considered for financial evaluation. The financial proposal of others will be treated non-responsive. The client shall notify the result of the technical evaluation to the bidders and invite those who have secured the minimum qualifying mark for opening of the financial proposals indicating the date and time.
 - c. In the second stage, the online opening of financial proposal will be carried out. The online submitted Financial Proposal shall be in the provided format clearly indicating the total cost of the Consultancy Fee.
 - d. The total amount indicated in the Financial Proposal shall be without any condition or

any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

- e. The Department will determine whether the Financial Proposals are complete, unqualified and unconditional.

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

4.3 Evaluation Parameters

4.3.1 Assessment of Eligibility Criteria of only those Applicants shall be carried out whose Proposals is meeting Condition of Eligibility and uploaded scanned copies of all required documents pursuant to Clauses above. **80:20 QCBS procedure** will be followed with 80% weightage score for technical bids and 20% weightage for financial bids.

4.3.2 The Authority shall examine and evaluate the Eligibility Criteria of each Proposal upon determining its eligibility.

4.3.3 The technical bid will be evaluated as per the criteria defined below and the ranking will be done from highest to lowest-

S. No	Criteria	Max Marks	Documents to be submitted
1.	Experience of Road related Project Management Experience <ul style="list-style-type: none"> • 1 Project: 5 Marks • 2 Projects: 10 Marks 	10	Agreement/ Completion Certificate / Work Orders from Client
2.	Experience in Road DPRs The Bidder should have experience of the Road DPR project within the last 7 financial years. <ul style="list-style-type: none"> • The bidder should have experience of DPR of Road Construction under Government department / Corporations / Government agency. • 1 Project: 5 Marks • 2 Projects: 10 Marks • 3 Projects: 15 Marks • 4 or more projects: 20 Marks 	20	Completion Certificate / Work Orders from Client
2.	Annual Average Turnover The Bidder should have a minimum annual average turnover of 1 Crore in the last three (3) financial years (2020-21, 2021-22, 2022-23). <ul style="list-style-type: none"> • Upto 30 Lakh: 05 Marks • 30-40 Lakh: 10 Marks • More than 40 Lakh: 15 Marks 	15	Audited Annual Turnover of last three (3) financial years (2020-21, 2021-22, 2022-23).
3.	The Bidder shall have a net positive figure for the last three (3) financial years (2020-21, 2021-22, 2022-23).	5	CA certified Turn over certificate

S. No	Criteria	Max Marks	Documents to be submitted
4.	Experience of Road DPR preparation funded by multi-lateral donor body (ADB/ World Bank/BRICKS/JICA etc.)	10	Completion Certificate / Work Orders from Client.
5.	Experience of Junction Development of minimum 10 junctions in Urban Area. <ul style="list-style-type: none"> • Upto 10 Junctions: 05 Marks • 10-15 Junctions: 7 Marks • More than 15 Junctions: 10 Marks 	10	Completion Certificate / Work Orders from Client.
6.	Technical Presentation Applicant's capability, understanding, approach and methodology, appreciation of requirements.	30	Date of Presentation to be notified later.
Total		100	

4.3.4 Technical presentation will be held for 30 marks. The marking in technical presentation will be based on Applicant's understanding of assignment, challenges faced in previous assignments, Approach, Methodology, work plan and other required capabilities for the assignment.

4.3.5 After the technical evaluation, the Authority shall prepare a list of technically qualified Applicants for opening of their Financial Proposals. The Authority shall inform the date, venue and time of online opening of the Financial Proposals to technically qualified Applicants through e-procurement portal and e-mail.

4.3.6 The proposals of Applicants scoring minimum 70 marks or more out of 100 in technical score will be termed technically qualified and shall be eligible for opening of financial proposal.

4.3.7 The Authority shall online open the Financial Proposals in the presence of the authorized representatives of the shortlisted Applicants who may choose to attend. The Authority shall prepare a record of the opening of Financial Proposals. Before the opening of the Financial Proposals, the list of shortlisted Applicants along with their Technical Score will be read out. The Authority shall not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process.

4.3.8 In the second stage, the financial evaluation will be carried out. Each Financial Proposal shall be assigned a Financial Score (SF) as specified.

- i. For financial evaluation, the total cost indicated in the Financial Proposal shall be considered.
- ii. The Authority shall determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfil its obligations as per the ToR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (F_M) shall be given a Financial Score (S_F) of 100 points. The financial scores of

other proposals shall be computed as follows:

$$S_F = 100 \times F_M/F \text{ (F = amount of Financial Proposal)}$$

Combined and Final Evaluation

iii. Proposals will finally be ranked according to their combined Technical (S_T) and Financial (S_F) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

Where, T_w and F_w are weights assigned to Technical Proposal and Financial Proposal which shall be 0.8 and 0.2 respectively.

- iv. The Selected Applicant shall be the Applicant having the highest combined score(H1). The second highest Applicant (H2) shall be kept in reserve and may be invited for negotiations in case the first-ranked Applicant withdraws or fails to comply with the requirements specified in the RFP document.
- v. Bidders are advised that the selection of the consultant shall be based on an evaluation by the Department through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and the Department's decisions are final.
- vi. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

4.4 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of consultant shall not be disclosed to any person who is not officially concerned with the Selection Process or is not a retained professional adviser advising the Authority in relation to matters arising out of or concerning the Selection Process. The Authority shall treat all information submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

4.5 Negotiations

The Selected Applicant may, if necessary, be invited for contract negotiations. Such negotiations shall not include the quoted price of the proposal. It shall be for the purpose of reconfirmation of understanding the assignment along with availability of proposed key personnel as per this RFP. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to invite the next ranked applicant (H2) for negotiations while rejecting the non-conforming applicant. as the Selected Applicant (H1) as the selected applicant.

4.5.1 Indemnity

The Applicant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

4.5.2 Award of Consultancy

After selection, a Letter of Award (the “LoA”) shall be issued, within the proposal validity duration, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LoA, sign and Email to Authority’s Email or hard copy. In the event the signed LoA through Email or hard copy of the LoA duly signed by the Selected Applicant is not received within the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, withdrawal the LoA and invite the next highest-ranking Applicant for negotiations and award the consultancy.

4.5.3 Proprietary Data

All documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal, or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

4.6 PERFORMANCE GUARANTEE

- i. The selected applicant shall submit an irrevocable performance bank guarantee, in prescribed format Form No. from a scheduled bank, prior to signing the agreement.
- ii. The **Bank Guarantee shall amount to 5%** of the total Consultancy fee towards Performance Guarantee in favour of “**Municipal Commissioner, Jhansi Municipal Corporation.**”
- iii. If the selected applicant does not provide the Performance Bank Guarantee within the Schedule Time, the Earnest Money will be forfeited.

4.7 Submission and Payment Terms

The Authority shall release payment on receipt and presentation of deliverables as follows-

S. No	Description	Timeline	% of Contract value
1	Submission of Inception / Concept Note (Survey Details, Proposed Typical Cross Section, Concepts and project road details)	T+15 Days	15% of the total fees
2	Submission of Draft Detailed Project Report (Detailed Cost Estimate, Plan & Profile Drawings, Structure drawings etc.)	T+60 Days	45% of the total fees
3	Submission of Final DPR (Complete DPR with Detailed cost estimates, plan & Profile and other related drawings)	Within 20 days from approval of Draft DPR	80% of the total fees
4	Submission of required design and drawings for execution	Within 30 days after selection of contractor	90% of the total fees
5	On Completion of work	NA	Remaining of total fees (10%) as per actual work done

4.8 Schedule of services not included in the scope of assignment

- i. Amount payable to any local bodies or authorities for getting sanctions of plans etc. and expenditure on advertisement.
- ii. Amount payable for vetting of DPR or any part of DPR
- iii. Day to day supervision on site
- iv. Payment for soil investigation and laboratory tests and selection of contractors
- v. Contractors running bills and final bills, their checking settlement of payment of various contractor extra item rate settlement.
- vi. Construction progress report

4.9 Term of the Consultancy

- 4.9.1 The initial term of the Consultancy (“Term”) shall be 3 (three) years from the date of signing of the Agreement, unless otherwise terminated by the Authority.
- 4.9.2 The payment to the Consultant shall be made on a delivery basis as mentioned in Clause 4.7 within the project year.
- 4.9.3 The Annual Retainership Fees shall be enhanced by 10-20% or as per applicable government rules

4.10 Fraud and Corrupt Practices

- i. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP Document, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- ii. Without prejudice to the rights of the Authority under Clause 3.1.1 hereinabove and the rights and remedies which the Authority may have under the LoA or the Agreement, if an Applicant , as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practiceduring the Selection Process, or after the issue of the LoA or the execution of the Agreement, such Applicant shall not be eligible to participate in any tender, RFP issued by the Authority during a period of 2 (two) years from the date such Applicant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- iii. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a. “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or

indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical Advisor/ adviser of the Authority in relation to any matter concerning the Project;

- b. **“Fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- d. **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

4.11 Amendment of RFP

- At any time prior to the Proposal due date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP by the issuance of Addendum/ Amendment. All such amendments will be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.
- In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal due date.

4.12 Language

The Proposal with all accompanying documents (“Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the prescribed forms provided in this RFP.

4.13 Late Proposals

E-procurement portal <https://etender.up.nic.in> shall not allow submission of any Proposal after the prescribed date and time at Clause 4.11.

4.14 Modification/ substitution/ withdrawal of Proposals

The Applicant may modify, substitute or withdraw its Proposal after submission prior to the Project due date.

4.15 Miscellaneous

- i. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- ii. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto.
 - b) consult with any Applicant in order to receive clarification or further information.
 - c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- iii. It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection here with and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- iv. The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

4.16 Arbitration

- 4.16.1 Any Dispute which is not resolved amicably by conciliation shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be Jhansi where the Authority has its headquarter and the language of arbitration proceedings shall be English.
- 4.16.2 There shall be an Arbitral Tribunal (AT) of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made..
- 4.16.3 The AT shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- 4.16.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.

4.16.5 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.

DRAFT AGREEMENT

AGREEMENT

Selection of Consulting Firm as Project Development Consultant for implementation of Chief Minister Green Road Infrastructure Development Scheme (CM GRIDS) in Jhansi

This AGREEMENT (hereinafter called the “Agreement”) is made on the _ day of the month of 2024, between, on the one hand, the Chief Engineer, Jhansi Municipal Corporation, Jhansi, Uttar Pradesh (hereinafter called the “Authority” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, (hereinafter called the “Project Management Consultant” which expression shall include their respective successors and permitted assigns).

WHEREAS

- A. The Authority vide its request for Proposal No..... date..... Invited Proposal for selection of Consulting Firm as Project Development Consultant for implementation of Chief Minister Green Road Infrastructure Development Scheme (CM GRIDS) in Jhansi (hereinafter called the “Consultancy”);
- B. the Consultant submitted its Proposal for the aforesaid Consultancy, whereby the Consultant represented to the Authority that it had the required professional, managerial and technical skills, and in the said Proposal the Consultant also agreed to provide the Consultancy to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- C. the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated..... (the “LoA”); and
- D. In pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

- 1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:
 - a) “Agreement” means this Agreement, together with all the Annexes;
 - b) “Applicable Laws” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
 - c) “Government” means Government of Uttar Pradesh;
 - d) “INR, or Rs.” means Indian Rupees;
 - e) “Party” means the Authority or the Consultant, as the case may be, and Parties means both of them;
 - f) “RFP” means the Request for Proposal document in response to which the Consultant’s Proposal for providing Consultancy was accepted;

- g) “Third Party” means any person or entity other than the Government, the Authority or the Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.1.3 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- a) Agreement;
- b) Annexes of Agreement;
- c) RFP; and
- d) Letter of Award

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Technical Experts and shall be fully responsible for the Consultancy performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- the Consultant shall carry out the Consultancy in accordance with the provisions of the Agreement; and
- the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Court at Jhansi shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English/ Hindi language.

1.6 Notices

- 1.6.1 Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall be given by e-mail and by letter delivered by hand to the address given below.
- 1.6.2 Any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

For the Authority	For the Consultant
Authorised Representative/ Designated Officer	Authorised Representative
Name:	Name:
Designation:	Designation:
Address for Communications:	Address for Communications:
Mobile No.:	Mobile No.:
E-mail id:	E-mail id:

1.7 Authorised Representatives

- 1.7.1 Any action required or permitted to be taken, and any Document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials.
- 1.7.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:
Chief Engineer,
Jhansi Municipal Corporation
Near Elite Chauraha, Civil Lines Jhansi (Uttar Pradesh) - 284001
E-mail: nagarayukta@jnnjhansi.com
Contact: 0510-2332097
- 1.7.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:
Name:
Tel:
Mobile:
Email:

1.8 Taxes and Duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the “Effective Date”).

2.2 Commencement of Consultancy

The Consultant shall commence the Consultancy within a period of 15 (fifteen) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Consultancy

If the Consultant does not commence the Consultancy within the period specified in Clause 3.2 above, the Authority may, by not less than 2 (two) weeks’ notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Consultant shall be deemed to have accepted such termination.

2.4 Expiry of Agreement

Unless terminated, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the expiry of 5 (Five) years from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

2.5 Entire Agreement

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 3.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

2.6.1 Modification of the terms and conditions of this Agreement, including any modification of the Scope of the Consultancy, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

a) For the purposes of this Agreement, “Force Majeure” means an event which is

beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, 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.

2.7.5 Payments

During the period of its inability to perform the Consultancy as a result of an event of Force Majeure, the Consultant shall be entitled to receive the RF during such period for the purposes of the Consultancy and in reactivating the Consultancy after the end of such period.

2.7.6 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Consultancy, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

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

2.9 Termination of Agreement

2.9.1 By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- a. the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b. the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c. the Consultant fails to comply with any final decision reached as a result of arbitration proceedings;
- d. the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- e. any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- f. as the result of Force Majeure, the Consultant is unable to perform a material portion of the Consultancy for a period of not less than 60 (sixty) days; or
- g. the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Project Management Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- a) the Authority fails to pay Consultancy Fee due to the Consultant pursuant to this Agreement and not subject to Dispute within 45 (Forty Five) days after receiving

written notice from the Consultant that such payment is overdue;

- b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (Forty Five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Consultancy for a period of not less than 60 (sixty) days; or
- d) the Authority fails to comply with any final decision reached as a result of arbitration.

2.9.3 Cessation of Consultancy

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Consultancy to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Authority, the Consultant shall proceed.

2.9.4 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 3.9.1 or 3.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- a) Consultancy Fee for Consultancy satisfactorily performed prior to the date of termination;

2.9.5 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

The Consultant shall perform the Consultancy and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Consultancy, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Third Parties.

3.1.2 Terms of Reference

The Scope of Consultancy to be performed by the Consultant as specified in this document. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the Consultancy in accordance with the Applicable Laws and shall take all practicable steps to ensure that the Technical Experts and the Support Staff, comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Technical Experts shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Consultancy and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Consultancy or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that the Technical Experts shall not receive any such additional remuneration.

3.2.5 The Consultant and its Technical Experts shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the

other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 1 (One) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) “corrupt practice” means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LoA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
- b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.2.8 Confidentiality

The Consultant, its Technical Experts and Support Staff shall not, either during the term or within two (2) years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data,

drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant; any information provided by or relating to the Authority, technical processes, business affairs or finances or any information in electronic or magnetic format, and the contents thereof;

in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant; any information provided by or relating to the Authority, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Consultancy or this Agreement ("Confidential Information"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant may disclose Confidential Information to the extent that such Confidential Information:

- a) was in the public domain prior to its delivery to the Consultant or becomes a part of the public knowledge from a source other than the Consultant;
- b) was obtained from a third party with no known duty to maintain its confidentiality;
- c) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- d) is provided to the professional advisers, agents, auditors or representatives of the Consultant, as is reasonable under the circumstances; provided, however, that the Consultant, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

4.5 Documents prepared by the Consultant to be property of the Authority

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

4.5.2 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'Claims') which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant to perform any of its duties or obligations in relation to securing the aforementioned rights of the

Authority.

5. Currency of Payment

All payments shall be made in Indian Rupees.

6. SETTLEMENT OF DISPUTES

6.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

6.2 Dispute resolution

6.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure.

6.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED		SIGNED, SEALED AND DELIVERED	
For and on behalf of consultant:		For and on behalf of Authority:	
(Signature)		(Signature)	
(Name)		(Name)	
(Designation)		(Designation)	
(Address)		(Address)	
In the presence of:			
1.		2.	

APPENDIX

LETTER OF APPLICATION

Dated:

To,
Municipal Commissioner
Jhansi Municipal Corporation,
Near Elite Chauraha, Civil Lines, Jhansi, Uttar Pradesh – 284001

Sub: Request for Proposal for Consultancy Services for selection of Consulting Firm as Project Development Consultant for implementation of Chief Minister Green Road Infrastructure Development Scheme (CM GRIDS) in Jhansi”

Dear Sir,

While submitting our proposal in response to RFP Notice bearing number _____ dated 2023_____ issued by Jhansi Municipal Corporation -

I/we confirm that:

1. The bid is unconditional;
2. All the information provided in the bid and in the appendices/annexures/forms is true and correct.
3. I/We shall make available to the Authority for any additional information it may find necessary or require supplementing or authenticating the bid.
4. I/We acknowledge the right of the Authority to reject our bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever;
5. Our offer is in accordance with the terms and conditions of the RFP issued by Jhansi Municipal Corporation, and we agree all the terms and conditioned mentioned in the RFP, and we have initialed each page of it to convey our acceptance;
6. That the offer contained in the proposal attached to this letter is a firm offer which will remain open for the proposal validity period of 90 days as referred to in the RFP;
7. That (Jhansi Municipal Corporation), may by written notice, extend the period of proposal validity;
8. That We accept the terms and conditions stipulated in RFP for the selection process and undertakes to perform its obligations; accordingly, and
9. That EMD, Tender fees along with all other documents and information have been uploaded online as required by the RFP.

Name of Authorized Representative

Title:

Date:

APPLICANTS DETAILS

1.	Name of bidder	
2 (a)	Address of bidder	
(b)	Phone no:	
(c)	Fax no.	
(d)	E mail	
(e)	Website	
3	<p>Legal status of bidder (Attach copies of original document defining the legal status).</p> <p>The applicant is: a) An individual b) A proprietary Firm c) A limited company or corporation.</p>	
4	Name of authorized signatory	
(a)	Designation	
(b)	Phone (Landline) Phone (Mobile)	
(c)	Email	
5	NAME, address, Tel No. Fax, email at which communication to be sent in respect of bid	
6	Names of the present Proprietors/ Partners/Board of Directors	

(SIGNATURE OF AUTHORIZED SIGNATORY AND SEAL)

APPLICANTS EXPERIENCE

The firm's experience of the last 07 years in the field of assignment (Please also enclosed the supporting documents duly certified by competent authority of concerned Department)

S. No.	Name of the Project	Employer / Client Name	Total value of the works (in Rs.)	Status of Project Completed	Remarks by the concerned Department (Satisfactory / Unsatisfactory)
1	2	3	4	5	6

(SIGNATURE OF AUTHORIZED SIGNATORY AND SEAL)

**AFFIDAVIT
(ON NON-JUDICIAL STAMP PAPER)**

I,..... S/o Director of M/shaving its registered office at do hereby solemnly affirm and declare as follows:

1. That I have been authorized to execute this affidavit on behalf of this company by the Board of Directors vide its resolution passed on
2. That Jhansi Municipal Corporation vide advertisement published in had invited offers for selection of Consulting Firm for to prepare Detailed Project Report under Chief Minister Green Road Infrastructure Development Scheme (CM GRIDS) in Jhansi
3. That in response to the said advertisement as stated in paragraph (2) above, our firm has submitted its online proposal to Jhansi Municipal Corporation.
4. That the proposal of our firm M/s..... contain necessary information and particulars furnished in given Performa, detailing therein about:
 - a. Firm's general experience in the field of assignment / work.
 - b. The qualification and Competency of the personnel for the assignment.
5. That our firm have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against our firm, nor our firm have been expelled or debarred or blacklisted in the past 7 years from any project or contract by any public authority nor have had any contract terminated by any public authority for breach of our part.
6. That our firm is not blacklisted by any multi-lateral donor agency (ADB/World Bank/JICA/BRICKS etc.)
7. That our firm 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 us.

That the statements made in paragraph 1 to 6 of the foregoing affidavit above are true to my knowledge and belief and if anything is found contrary, I stand liable to be prosecuted under appropriate Act / laws in force. Solemnly affirmed by the said aton this the day of 2024.

Deponent: Identified by me

PERFORMANCE GUARANTEE FORMAT

Jhansi Municipal Corporation has invited bids for selection of Consulting Firm for to prepare Detailed Project Report under Chief Minister Green Road Infrastructure Development Scheme (CM GRIDS) in Jhansi.

M/s.....submitted their proposal with reference to the said bid, DLB has since decided to award the contract to M/s.....vide their letter of intent no..... dated..... directing M/s..... to submit Performance Bank Guarantee of Rs.

M/s.. has requested us to furnish above bank guarantee valid upto.....Considering the request, wedo hereby undertake to pay to Municipal Commissioner, Jhansi Municipal Corporation an amount not exceeding Rs.lakhs on demand by Municipal Commissioner, Jhansi Municipal Corporation in case of failure of M/s..... in fulfilling the obligations properly and timely under the said contract.

Wedo hereby undertake to pay the amount payable under this guarantee without demur, merely on a demand from Municipal Commissioner, Jhansi Municipal Corporation. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee.

Our liability under this guarantee shall be restricted to an amount not exceeding Rs.....lakhs. This guarantee would remain in full force upto..... Unless the demand as claim under this guarantee is made on us in writing on or before, we shall be discharged from all liabilities under this guarantee thereafter.

We undertake to pay unconditionally to Municipal Commissioner, Jhansi Municipal Corporation any money so demanded and our liability under this guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability from payment there under and M/s.shall have no claim against us making such payment.

This guarantee will not be discharged due to the change in the constitution of the Bank or consultant.

We undertake not to release this guarantee during its currency except with prior consent of Municipal Commissioner, Jhansi Municipal Corporation in writing.

“Notwithstanding anything herein contained; our liability under this Guarantee shall:

- (A) Be limited to a sum of Rs.....lakhs (Rupees.....lakhs) only.
- (B) Stand completely discharged and all our rights under this guarantee shall stand extinguished, if no claim or demand is made upon us in writing on or before”

Date.....

Signature for and on behalf of Bank

Financial Proposal (BoQ)
(To be submitted online only)

Subject: Selection of Consulting Firm as Project Management Consultant for implementation of Chief Minister Green Road Infrastructure Development Scheme (CM GRIDS) in Jhansi.

S. No	Item	Qty	Unit	Quoted fees (in %)	In Words
1	Consulting Firm as Project Management Consultant for implementation of Chief Minister Green Road Infrastructure Development Scheme (CM GRIDS) in Jhansi	1	Job		