



RFP-TC/801/NNN/TN/2024-2025/26

**Directorate of Urban Local Bodies, UTRI
building, Sector-7 , Gomti Nagar,
Department of Urban Development (GoUP)**

REQUEST FOR PROPOSAL (RFP) (2nd Call)

For

selection

of

Project Management Unit/Consultancy (PMU/PMC)

for

**Implementation and Management of “Urban Storm Water Drainage Scheme” in
Uttar Pradesh**

May, 2025

Room No, 306 Floor,3rd

Office Name- Directorate of Urban Local Bodies, UTRI
building,

Address: Sector-7 , Gomti Nagar,226002 ,Lucknow, U.P.



Directorate of Urban Local Bodies, UTRI building
DEPARTMENT OF URBAN DEVELOPMENT (GoUP)
Room No.306, 3rd Floor,
Office Name: Directorate of Urban Local Bodies, UTRI building
Address: Sector-7, Gomti Nagar, 226002, Lucknow, U.P.

**Request for Proposal (RfP) for “Selection of
Project Management Unit/Consultancy (PMU/PMC) for Implementation and
Management of “Urban Storm Water Drainage Scheme” in Uttar Pradesh**

The Director, DoULB, Urban Development Department (GoUP), is inviting proposals from interested Bidders for selection of Consulting firm for setting up Project Management Unit/Consultancy (PMU/PMC) for Implementation and Management of “Urban Storm Water Drainage Scheme” in Uttar Pradesh for Storm Water Drainage related Projects, Studies, Assignment, Contract Management and Allied Works based on the Terms of Reference (ToR) and other Scope of Services as detailed out in the RFP.

The RFP includes the following documents:

- Data Sheet
- Request for Proposal
- Terms of Reference
- Instructions to Bidders
- Eligibility Criteria
- Submission & Evaluation of the Proposal
- Technical & Financial Submission Forms


Interested Applicants are invited to submit their Proposals in accordance with the terms specified in the RFP. The RFP Document is available from 13/May/2025 17:30 hours on the GeM website (<https://gem.gov.in/>). Duly completed RFP shall be submitted online through GeM portal on or before **17:30 hours: 4, June, 2025.**

The Directorate reserves the right to accept or reject the selection process without assigning any reasons thereof.

For further information please contact:

E-mail id: diruplb@nic.in, uplb.tc123@gmail.com

Mob. No: 8189077787.


Naushad Ahmad
General Manager,
C&DS

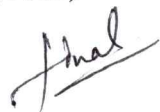

Akhil Singh
Assistant Director, (Accounts)
DULB


Kamaljeet Singh
Chief Engineer,
DULB


Sanjay Tiwari
Under Secretary,
Nagar Vikas Anubhag-2


Ritu Suhas
Additional Director
DULB


Anuj Kumar Jha
Director
DULB



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 herein

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

	DATA SHEET	3
1	INTRODUCTION.....	5
1.1	Background	5
1.2	Due diligence by Applicants.....	5
1.3	Validity of the Proposal	5
1.4	Brief description of the Selection Process	5
1.5	Currency for evaluation and Payment.....	6
1.6	Schedule of Selection Process	6
2	INSTRUCTIONS TO APPLICANTS	6
2.1	Scope of Proposal	6
2.2	Eligible Bidders	7
2.4	Conflict of Interest.....	9
2.5	Number of Proposals	9
2.6	Acknowledgement by Applicant	9
2.7	Right to reject any or all Proposals	10
2.8	Amendment of RFP.....	10
2.9	Language	10
2.10	Format and signing of Proposal.....	10
2.11	Technical Proposal & Financial Proposal.....	11
2.12	Selection Process	13
2.13	Evaluation Parameters	13
3	PERFORMANCE GUARANTEE	27
4	FRAUD AND CORRUPT PRACTICES	27
5	Other Conditions	28
	DRAFT AGREEMENT	30
1	GENERAL	32
1.1	Definitions and Interpretation.....	32
1.2	Relation between the Parties.....	32
2	COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT.....	34
2.1	Effectiveness of Agreement.....	34
2.2	Commencement of Consultancy	34
2.3	Termination of Agreement for failure to commence Consultancy.....	34
2.4	Expiry of Agreement	34
2.5	Entire Agreement.....	34
2.6	Modification of Agreement	34
2.7	Force Majeure.....	35
2.8	Suspension of Agreement	35

Amel

2.9	Termination of Agreement	36
3	OBLIGATIONS OF THE CONSULTANT	37
3.3	Confidentiality.....	39
3.4	Liability of the Consultant.....	39
3.5	Documents prepared by the Consultant to be property of the Authority	40
3.6	Accuracy of Documents	40
4	CONSULTANT'S KEY PERSONNEL.....	40
4.1	Deployment of Key Personnel	40
4.2	Replacement / Substitution of Key Personnel	40
5	OBLIGATIONS OF THE AUTHORITY	41
5.1	Assistance in clearances etc.	41
5.2	Payment.....	41
6	PAYMENT TO THE CONSULTANT	41
6.1	Cost estimates and Agreement Value.....	41
6.2	Currency of payment.....	41
6.3	Payment Terms and Conditions	41
7	LIQUIDATED DAMAGES AND PENALTIES	42
8	FAIRNESS AND GOOD FAITH	43
9	SETTLEMENT OF DISPUTES.....	43
10	TERMS OF REFERENCE (ToR)	45
	APPENDIX	52

DATA SHEET

S. No.	Descriptions	Remarks
1.	Name of the Tendering Authority	Directorate of Local Bodies, Urban Development Department, GoUP
2.	Name of the Client	Directorate of Local Bodies, Urban Development Department (GoUP)
3.	Name of the Assignment	Request for Proposal (RFP) for selection of Project Management Unit/Consultancy (PMU/PMC) for Implementation and Management of "Urban Storm Water Drainage Scheme" in Uttar Pradesh
4.	Type	Man-Month Contract.
5.	Selection Process	Quality and Cost Based Selection (QCBS) – 70:30
6.	RFP Document Fee (Only Online payment using NEFT / RTGS)	Rs 11,800.00 (Rupees Eleven Thousand Eight Hundred only) including GST (non-refundable) Account Name: NIDESHAK NAGARIYA NIKAY NIDESHALAY Account No. 4483000100051897 IFS Code: PUNB0448300 Branch: RBB Gomti Nagar Bank Name: Punjab National Bank;
7.	Earnest Deposit Money (EMD) (Only Online payment using NEFT / RTGS)	Rs. 10,00,000/- (Rupees Ten Lakhs only) (refundable) on above mentioned account.
8.	Downloading of RFP Documents	13/May/2025 from 17.30 pm onwards (https://gem.gov.in/)
9.	Submission of queries/clarifications	Applicants shall have to post their queries on e-mail address E-mail: diruplb@nic.in, uplb.tc123@gmail.com; on or before , 21/May/2025, 18:00 hrs IST
10.	Nodal Officer	Chief Engineer, Directorate of Local Bodies, Urban Training & Research Centre & Directorate of Local Bodies, Room No. 306, 3rd Floor, Sector – 7, Gomti Nagar Extension, Lucknow: 226002 E-mail: diruplb@nic.in, uplb.tc123@gmail.com; Contact: 8189077787 Web site: http://localbodies.up.nic.in
11.	Pre-Bid Conference	21/May/2025, 12.00 Hrs IST , Revati hall , Directorate of Local Bodies (DLB), Urban Development Department(GoUP) Pre bid queries will be received till , 21/May/2025 18:00 hrs IST
12.	Proposal Due Date(PDD)	17:30 Hrs IST till 4/June/2025
13.	Opening of Technical Proposals	5/June/2025, 12.30 Hrs. IST at Conference Hall, Office of Director Local Bodies and Training Centre, Sector-7, Gomti Nagar Extension, Lucknow- 226 002
14.	Opening of Financial Proposals	To be intimated later only to Short-listed bidders.
15.	Letter of Award (LoA)	Within 7 days from opening of Financial Proposals
16.	Signing of Agreement	Within 15 days from the Acceptance of LoA and subject to submission of Performance Security (5% of the total quoted fee for the assignment)
17.	Submission of Proposal	Through GeM portal only i.e. https://gem.gov.in/
18.	Validity of the Proposal	180 (One Hundred and Eighty) from the Proposal Due Date.



S. No.	Descriptions	Remarks
19.	Commencement of Consultancy	within a period of 15 (Fifteen) days from the signing of Agreement
20.	Entity making Payment of Consultancy	Urban Local Bodies Directorate, Urban Development Department, GoUP
21.	Duration of the Assignment	Two year (with the possibility of renewal upto 1 year additional subject to work requirement & satisfactory performance of the Consultant.)

1 INTRODUCTION

1.1 Background

Uttar Pradesh is undergoing rapid urbanization, driven by multidimensional development and significant migration to urban areas. With 762 Urban Local Bodies (ULBs) and a growing urban population—estimated at 5.60 crore in 2023—the state has become a critical hub of economic activities and infrastructure development. However, the expansion has adversely impacted natural drainage systems, resulting in frequent urban flooding, especially during high-intensity, short-duration rainfall events.

Urban flooding in Uttar Pradesh is exacerbated by factors such as unplanned urbanization, low-lying areas, encroachment on watercourses, increased impervious surfaces, and inadequate integrated drainage systems. Climate change has further intensified these challenges, increasing the frequency of extreme weather events. Between 2018 and 2023, Uttar Pradesh experienced Rs. 3100 crores in economic losses due to urban flooding, along with the tragic loss of lives and disruption of critical urban functions, as recently observed in cities like Lucknow.

To address these challenges, the state proposes an “Urban Flood/Inundation Control and Storm Water Drainage Scheme” under the State Sector Program. This scheme emphasizes a phased approach to manage stormwater through measures such as slowing flow, treating water to reduce impurities, groundwater recharge, and releasing treated water at endpoints. The scheme aims to alleviate urban flooding, conserve groundwater, and integrate with a broader Drainage Master Plan for economic resilience and sustainable urban growth.

To implement and manage this ambitious scheme effectively, establishing a dedicated Project Management Consultant (PMC) within the Directorate of Urban Local Bodies under Urban Development Department is imperative. The PMU will facilitate coordination among stakeholders. Oversee the planning, design, and implementation of the drainage system. Ensure integration with climate-resilient urban planning. Monitor and evaluate project progress and outcomes. Build technical and institutional capacities in ULBs for sustainable stormwater management.

As a part of this endeavor the Directorate of Local Bodies, on behalf of Urban Development Department (hereby referred to as Authority), is inviting proposals from experienced and qualified Consultancy Firms (Consultant) for procurement of technical consultancy services for urban Stormwater drainage development projects including planning, monitoring, maintenance, management, and other related works of Urban Stormwater drainage Infrastructures. The Consultant shall therefore be attached to the office of the Director, Urban Local Bodies, Urban Development Department, GoUP and will have cross-cutting functions for project planning, development, contract management, execution, monitoring, management, capacity building and co-ordination for urban Stormwater drainage development projects and schemes.

1.2 Due diligence by Applicants

- 1.2.1 Applicants are encouraged to inform themselves fully about the stipulated obligations under the Consultancy and the local conditions before submitting the Proposal by paying a visit to the Authority Office or, sending written queries to the Authority through email.

1.3 Validity of the Proposal

- 1.3.1 The Proposal shall be valid for a period of not less than 180 (One Hundred and Twenty) from the Proposal Due Date.

1.4 Brief description of the Selection Process

- 1.4.1 The Authority has adopted a two-stage Quality and Cost Based Selection (QCBS) process (collectively the “**Selection Process**”) in evaluating the Proposals comprising technical and financial proposals to be submitted on-line through the GeM portal (<https://gem.gov.in/>). In the first stage, a technical evaluation shall be carried out as specified in Clause 2.13.3. Based on this technical evaluation, a list of short-listed applicants shall be prepared as

specified in Clause 2.13.7. In the second stage, a financial evaluation shall be carried out based on the BOQ quoted by the Applicants as specified in Clause 2.13.9. Proposals shall finally be ranked according to their combined technical and financial scores as specified in Clause 2.13.9. The first ranked Applicant (the "**Selected Applicant**") shall be called or contract negotiation, if necessary, while the second ranked Applicant will be kept in reserve.

1.5 Currency for evaluation and Payment

- 1.5.1 For the purposes of evaluation of Proposals of Applicants, only INR will be considered as the applicable currency. All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP.

1.6 Schedule of Selection Process

- 1.6.1 It shall be endeavored to adhere to the Schedule Mentioned in the data sheet.

2 INSTRUCTIONS TO APPLICANTS

2.1 Scope of Proposal

- 2.1.1 The broad scope of work shall include:

The consulting firm is expected to provide technical, managerial, and operational support to the Directorate of Urban Local Bodies for the effective implementation of stormwater drainage scheme across the State. To enhance coordination and capacity-building efforts across all stakeholders involved in the program. To establish a monitoring framework for ensuring sustainable outcomes. The Detailed scope of work of this assignment is provided in Terms of Reference of Annexure 1 of the Agreement.

- 2.1.2 The primary aim of an urban storm water management scheme is to ensure storm water generated from developed catchment is treated as a resource for groundwater recharging and causes minimal nuisance, danger and damage to people, property, and the environment.

- 2.1.3 Applicants are advised that the selection of Consulting firm (Consultant) shall be on the basis of an evaluation by the Authority through the Selection Process specified in this Request for Proposal (RFP). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process or selection shall be given and that the Authority's decisions are without any right of appeal whatsoever.

- 2.1.4 The Applicant shall submit its Proposal in the form and manner specified in this Request for Proposal (RFP). The Technical Proposal shall be submitted in the form Appendix-I Form T-1, 2, 3 & 4 and the Financial Proposal shall be submitted in the form Appendix-II Form 1. Upon selection, the Selected Consultant shall be required to enter into an agreement in the form specified at Part II (the "**Draft Contract**"). The Agreement sets forth the detailed terms and conditions for including the scope of the works of Consultancy services (the "**Contract**").

- 2.1.5 Proposals submitted by fax, telex, telegram, email or any other unspecified mode shall not be entertained and shall be rejected.

- 2.1.6 The Consultant will be selected in accordance with the Quality Cum Cost Based System (QCBS) procedures described in this RFP and in accordance with the procurement guidelines for the Selection of Consultants/Advisors.

- 2.1.7 The Proposal shall be valid for a period of 180 days from the date of proposal due date.

- 2.1.8 No Applicant shall submit more than one Proposal for the consultancy.

- 2.1.9 The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process, visits to the Department, etc. The Department will not be responsible or in any way liable for such costs, regardless of the conduct

or outcome of the Selection Process.

2.2 Eligible Bidders

2.2.1 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.

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

- a) Bidder may be a single entity;
- b) 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.
- c) The credentials of parent company/ group company may be considered for their Indian subsidiaries subject to the condition that the Parent company/ Group company has its corporate office in India.
- d) A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Directorate shall be entitled to forfeit and appropriate Bid Security or Performance Security as the case may be. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - I. a constituent of such Bidder is also a constituent of another Bidder; or
 - II. such Bidder receives or has received any direct or indirect subsidy or grant from any other Bidder; or
 - III. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - IV. such Bidder (including its member or any shareholder thereof) possessing over 25% of the paid up and subscribed capital in its own company, also holds more than 25% of the paid up and subscribed equity capital in the other Bidder and its Member of such other Bidder.
 - V. Such Bidder, has participated as a Consultant to the Directorate or the Authority in the preparation of any documents, Preparing of Technical Specifications of the Project;

2.2.3 To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following (time duration for fulfilling projects related Works shall be within the past 7 Years from the Bid Due Date):

a) **Pre-Eligibility Criteria:**

- I. *Certificate of Incorporation and all relevant documents with statutory operational permission (GST, PAN etc.) in India are required with the submission of bid. Legal Entity: The Applicant shall be a Company registered in India under the Companies Act 1956/2013, Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008, registered under the Partnership Act of 1932 or a proprietary firm in India or a Society registered under the Society Act. Applicant is required to submit a Registration Certificate or Certificate of Incorporation or equivalent (Document Required). (Copies of Certificate of Incorporation, Memorandum of Association, Partnership deed, Registration Certificate etc.)*
- II. Bidders must be single entities; joint ventures (JVs) and consortiums are not permitted.
- III. The bidder should have experience in implementation of GIS mapping for asset management and network monitoring (storm water or similar projects), demonstrating expertise in spatial data analysis and visualization in India in the last 7

years. (Copies of Work Order with payment details and due CA Certification with UDIN/ Contract Document with payment details and due CA Certification with UDIN / work completion Certificate from the Clients)

b) Minimum Financial Eligibility:

- I. The Bidder shall have a minimum average annual turnover of 75 Crores (from consulting / advisory business) during the last three (3) financial years (2021-22, 2022-23 & 2023-24).
- II. The Bidder shall have a positive net worth for the last three (3) financial years.

(The bidder shall be required to submit a true copy of the ITR, Audited balance sheet with supporting CA Certificate with UDIN for the specified last three Financial Years.)

Note: The bidder must submit the form T1, T2, T3, T4, T5, T7, T8 and T9.

2.2.4 Provide an affidavit & Undertaking on an Rs. 100 Stamp Paper duly notarized stating that:

2.2.5

- The {Name of the firm} which has not been barred by the Central Government, or any State Government, or a statutory authority or a public sector undertaking, as the case may be, from participating in any Assignment/Project and the bar does not subsists as on the Proposal due date (such firms would not be eligible to submit a Proposal either by itself or through its Associate.)
- The {Name of the firm} has demonstrated a history of successful contract performance, with no records of default, termination, or expulsion from any project or agreement."
- The {Name of the firm}, during the last three (3) years, has neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant.
- The {Name of the firm}, shall provide its own T&P Equipment and Software required for assessment/inspection/evaluation etc. of the project.

c) Minimum Eligibility:

1. Should have successfully completed the following works for at least 1 Urban Local body with minimum population of 10 Lakh (as per Census 2011)

- Preparing/provided consultancy in Master Planning work.
 - Project Management Consultant/ Project Management Unit.
 - Work for DPR Preparation.
- of Sewerage or Drainage or Water Supply Works ;

OR

2. Should have successfully completed the following works for at least 2 Urban Local bodies with minimum population of 05 Lakh (as per Census 2011)

- Preparing/provided consultancy in Master Planning work
 - Project Management Consultant/ Project Management Unit
 - Work for DPR Preparation
- of Sewerage or Drainage or Water Supply Works ;

OR

3. Should have successfully completed the following works for at least 3 Urban Local bodies with a minimum population of 04 Lakh (as per Census 2011)

- Preparing/provided consultancy in Master Planning work
 - Project Management Consultant/ Project Management Unit
 - Work for DPR Preparation
- of Sewerage or Drainage or Water Supply Works .

(Note:

- 1) The above sub-criteria like Master Planning work, Project Management Consultant/

Project Management Unit and work for DPR Preparation of Sewerage or Drainage or Water Supply Works may be provisioned under any of the above defined criteria of Urban Local body population.

- 2) *For DPR and Master Planning purpose successful completion means approval of the same by competent authority. For this purpose, relevant government document as proof should be enclosed along with the experience certificate)*
- 3) *For PMC Consultant work experience certificate shall only be considered for evaluation.*
- 4) *Experience certificate issued from an officer not below the rank of executive engineer shall be considered*
- 5) *Certificate from Central/ State Government, PSUs, Local Authority under the control of Central/ State Government shall only be considered*
- 6) *Sublet assignment shall not be considered for evaluation*
- 7) *Time duration for fulfilling projects related Works shall be within the past 7 Years from the Bid Due Date)*

2.2.6 In-depth knowledge of the GoI/GoUP's on-going programs/schemes, standards & policies of Central / State level, administrative finance frameworks and process for urban storm water drainage development and management in Urban Drain Construction.

2.2.7 Any Consulting firm which has been barred by the Central Government, or any State Government, or a statutory authority or a public sector undertaking, as the case may be, from participating in any Assignment/Project and the bar subsists as on the Proposal due date, would not be eligible to submit a Proposal either by itself or through its Associate.

2.2.8 The Consultant should have, during the last three (3) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant.

2.3 Cost of Proposal

2.3.1 The Applicants shall be responsible for all the costs associated with the preparation of their Proposals and participation in the Selection Process, visits to the Authority and Project Site, etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.4 Conflict of Interest

2.4.1 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.

2.4.2 The Authority requires that the bidder provides professional, objective, and impartial advice and at all times hold the Authority's interest is 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.

2.4.3 The Authority requires that the Consultant shall not participate, accept or engage in any assignment with Urban Local Bodies of the state that would be in conflict with its obligations with the Directorate.

2.5 Number of Proposals

2.5.1 No bidder shall submit more than one Proposal for the Consultancy.

2.6 Acknowledgement by Applicant

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

- a. made a complete and careful examination of the RFP Document;
- b. received all relevant information requested from the Authority;
- c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.3 above;
- d. satisfied itself about all matters, things and information, including matters referred to in Clause 2.3 herein above, necessary and required for submitting an informed Proposal and performance of all of its obligations thereunder;
- e. acknowledged that it does not have a Conflict of Interest; and
- f. agreed to be bound by the undertaking provided by it under and in terms hereof.

2.6.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.7 Right to reject any or all Proposals

2.7.1 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.

2.7.2 Without prejudice to the generality of Clause 2.7.1, 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.

2.7.3 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.

2.8 Amendment of RFP

2.8.1 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.

2.8.2 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.

A. PREPARATION AND SUBMISSION OF PROPOSAL

2.9 Language

2.9.1 The Proposal with all accompanying 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.

2.10 Format and signing of Proposal

2.10.1 The bidder shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received online in the specified forms and complete in all

respects and RFP processing Fee, Proposal Security and POA are received through online tendering website (<https://gem.gov.in/>). Incomplete and /or conditional Proposals shall be liable to rejection.

2.10.2 The bidder shall submit all the documents digitally signed online mode only.

- **Pre-Proposal Conference**

- Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place as indicated in Clause 1.6.
- During Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

2.11 Technical Proposal & Financial Proposal

2.11.1 Applicant shall submit the technical proposal strictly as per forms given in Appendix-I (**“Technical Proposal”**).

2.11.2 While submitting the Technical Proposal, the Applicant shall ensure that:

- a) all forms are submitted in the prescribed formats and signed by the Bidder;
- b) Proposal submitted online should be complete in all the respects, including attachment of copy of the payment of RFP Document Fee and EMD, which must accompany each submitted offers. The proposal should enclose duly filled forms as annexed along with.
- c) The Proposal should include description of the firm/organization, the firm's similar work experience in the field of assignment (duly certified by competent authority concerned), the qualification and competency of the personnel proposed for the assignment and the proposed work plan methodology and approach in response to suggested terms of reference, Necessary document in support of technical capabilities in annexed format (T-1, T-2, T-3 and T-4) must be submitted online.
- d) An affidavit swearing the correctness of technical data furnished also must be submitted as per the annexed format (T-5).
- e) The Applicant shall provide all the information sought under this RFP. The Department will evaluate only those Proposals that are received in the required formats and complete in all respects.
- f) The Applicant would provide all the information in terms of this RFP Document. Only those Applications shall be evaluated that are received in the requisite format and complete in all respects. The Application shall be submitted in maximum of 150 pages.
- g) The Applicant shall submit digitally signed complete Proposal comprising the documents and forms only through online mode.
- h) Bids submitted through e-mail or fax etc. **will not be considered**.
- i) Each of the pages of this Tender Document (both the Original and the Duplicate) may be duly signed by the Bidder/Tenderer.
- j) Power of Attorney, if applicable, is executed as per Applicable Laws;
- k) CVs of all the key personnel proposed have been included along with all relevant supporting documents.
- l) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down in the RFP.
- m) The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP.
- n) Annual Turnover in last Three Financial Years (2021-22, 2022-23, 2023-24). The Turnover should be certified by the Statutory Auditor/Chartered Accountant with UDIN. Turnover information not certified by Statutory Auditor/Chartered Accountant or not clearly stating the turnover details shall not be considered for evaluation.
- o) The technical proposal comprises of Form T-1, T-2, T-3, T-4, T-5, T-7, T-8, T-9.

- p) The age limit for Key Personnel will be 60 (Sixty) years at the time of submitting the proposal with an exception for the retired personnel, where the maximum age of the retired personnel shall be considered up to 65 years, as on the bid submission due date. The retired personnel can work / be engaged only till the age of 70 years.
- q) If an individual Key Personnel makes a false statement regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of Urban Development Department for a period of 5 (five) years. The award of this Consultancy to the Applicant Firm may also be liable to cancellation in such an event.
- r) The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- s) The proposed team shall be comprised of experts and specialists in their respective areas of expertise and managerial/support staff such that the Consultant should be able to complete all the Consultancy services within the specified time schedule.
- t) The price quoted by the bidder in the price bid shall be firm and fixed during the period and shall not be subject to any variation or escalation whatsoever, on any account.
- u) Price shall be quoted only in Indian Rupees. The price quoted shall include all applicable taxes including GST and as per format enclosed.
- v) In the event of any increase or decrease in the rate of taxes due to any statutory notifications during the Term of the Agreement, the consequential effect shall be paid extra.

2.11.3 While submitting the Financial Proposal, the Applicant shall ensure the following:

- a. Applicants shall submit the Financial Proposal (strictly as per the format and instructions of GeM portal) in the Appendix II Form -F1 **BoQ in Excel Format (as applicable)** clearly indicating the total cost of the Consultancy ("**Lump-sum Fee**") in both figures and words, in Indian Rupees.
- b. All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for the Key & Support Personnel, Out of Pocket expenses covering accommodation, conveyance, air fare, equipment etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to 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.
- c. The financial bid shall include all the necessary taxes excluding GST. All payments shall be subject to deduction of taxes at source as per Applicable Laws.
- d. Applicants submitting Financial Proposal in physical form will have their Proposal outrightly rejected.

2.11.4 The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP Document. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.11.5 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LoA or entering into of the Agreement, and if the Selected Applicant has already been issued the LoA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP Document, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Advisor, as the case may be.

B. SELECTION & EVALUATION PROCESS

2.12 Selection Process

- 2.12.1 The Department has adopted a 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-
- 2.12.2 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.
- 2.12.3 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:
- The quality and competence of the consulting service shall be considered as the paramount requirement.
 - In the first stage, the Technical Proposal will be evaluated based on Applicant's qualification, Work experience and CV of Key Personnel. Applicants whose Technical Proposals get a technical score (St) of 75 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.
 - In the second stage, the online opening of financial proposal will be carried out. The online submitted Financial Proposal shall be in the format at Appendix II Form 1 clearly indicating the total cost of the Consultancy Fee.
 - 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.
 - The Department will determine whether the Financial Proposals are complete, unqualified and unconditional.
- 2.12.4 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.

2.13 Evaluation Parameters

- 2.13.1 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.
- 2.13.2 70:30 QCBS procedure will be followed with 70% weightage score for technical bids and 30% weightage for financial bids.
- 2.13.3 The Authority shall examine and evaluate the Eligibility Criteria of each Proposal upon determining its eligibility as per Clause 2.13.1 above.
- 2.13.4 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 to substantiate Criteria requirement
1	Technical Evaluation Criteria	50	
1.1	<p><i>Should have successfully prepared/ provided consultancy in Master Planning of Sewerage or Drainage¹ or Water Supply Works or Water Supply Works with following Number of Urban Local bodies and minimum population (as per Census 2011) as specified below within the last 7 years (From the bid due date).</i></p> <ol style="list-style-type: none"> <i>Master Planning of Sewerage or Drainage or Water Supply Works of at least 1 Urban Local bodies with minimum population of 10 Lakh each (as per Census 2011) or 2 Urban Local bodies with minimum population of 05 Lakh each (as per Census 2011) or 3 Urban Local bodies with minimum population of 04 Lakh each (as per Census 2011) .- 60% of the Total Marks</i> <i>Per Additional Master Planning of Sewerage or Drainage or Water Supply Works of–</i> <ul style="list-style-type: none"> <i>Urban Local body with minimum population of 10 Lakh (as per Census 2011): 6 Marks each to a maximum of 15 Marks including point 1 above</i> <i>Urban Local body with minimum population of 05 Lakh (as per Census 2011): 3 Marks each to a maximum of 15 Marks including point 1 above</i> <i>Urban Local body with minimum population of 03 Lakh (as per Census 2011): 1.5 Marks each to a maximum of 15 Marks including point 1 above</i> <i>Urban Local body with minimum population of less than 03 Lakh (as per Census 2011): 0.5 Marks each to a maximum of 15 Marks including point 1 above</i> 	15	Copies of Work Order with payment details and due CA Certification with UDIN/ Contract Document with payment details and due CA Certification with UDIN / work completion Certificate from the Clients
1.2	<p><i>Should have successfully completed work as Project Management Consultant/ Project Management Unit of Sewerage or Drainage² or Water Supply Works with following Number of Urban Local bodies and minimum population (as per Census 2011) as specified below within the last 7 years (From the bid due date).</i></p> <ol style="list-style-type: none"> <i>Project Management Consultant/ Project Management Unit of Sewerage or Drainage or Water Supply Works of at least 1 Urban Local bodies with minimum population of 10 Lakh each (as per Census 2011) or 2 Urban Local bodies with minimum population of 05 Lakh each (as per Census 2011) or 3 Urban Local bodies with minimum population of 04 Lakh each (as per Census 2011) .- 60% of the Total Marks</i> <i>Per Additional Project Management Consultant/ Project Management Unit of Sewerage or Drainage or Water Supply Works of–</i> <ul style="list-style-type: none"> <i>Urban Local body with minimum population of 10 Lakh (as per Census 2011): 6 Marks each to a maximum of 15 Marks including point 1 above</i> 	20	Copies of Work Order with payment details and due CA Certification with UDIN/ Contract Document with payment details and due CA Certification with UDIN / work completion Certificate from the Clients

¹ A portion of the width of the Drainage should be of more than 1m in the Preparing/Provided Consultancy in Master Plan Preparation.

² A portion of the width of the Drainage should be of more than 1m for which the PMC/PMU has been formed

	<ul style="list-style-type: none"> Urban Local body with minimum population of 05 Lakh (as per Census 2011): 3 Marks each to a maximum of 15 Marks including point 1 above Urban Local body with minimum population of 03 Lakh (as per Census 2011): 1.5 Marks each to a maximum of 15 Marks including point 1 above Urban Local body with minimum population of less than 03 Lakh (as per Census 2011): 0.5 Marks each to a maximum of 15 Marks including point 1 above 		
1.3	<p>Should have successfully completed Work for DPR Preparation of Sewerage or Drainage³ or Water Supply Works with following Number of Urban Local bodies and minimum population (as per Census 2011) as specified below within the last 7 years (From the bid due date).</p> <ol style="list-style-type: none"> DPR Preparation of Sewerage or Drainage or Water Supply Works of at least 1 Urban Local bodies with minimum population of 10 Lakh each (as per Census 2011) or 2 Urban Local bodies with minimum population of 05 Lakh each (as per Census 2011) or 3 Urban Local bodies with minimum population of 04 Lakh each (as per Census 2011). - 60% of the Total Marks Per Additional DPR of Sewerage or Drainage or Water Supply Works of – <ul style="list-style-type: none"> Urban Local body with minimum population of 10 Lakh (as per Census 2011): 6 Marks each to a maximum of 15 Marks including point 1 above Urban Local body with minimum population of 05 Lakh (as per Census 2011): 3 Marks each to a maximum of 15 Marks including point 1 above Urban Local body with minimum population of 03 Lakh (as per Census 2011): 1.5 Marks each to a maximum of 15 Marks including point 1 above Urban Local body with minimum population of less than 03 Lakh (as per Census 2011): 0.5 Marks each to a maximum of 15 Marks including point 1 above 	15	Copies of Work Order with payment details and due CA Certification with UDIN/ Contract Document with payment details and due CA Certification with UDIN / work completion Certificate from the Clients
<p>Note: for all Projects showcased for evaluation in Point 1.1, 1.2 & 1.3 above the marks will be allocated as follows:</p> <ol style="list-style-type: none"> Projects of storm water drain- 100 % marks Projects of sewerage- 90% marks Projects of Water Supply Works - 90% marks <p>Detailed example has been showcased in the note below:</p>			
2	Financial Evaluation Criteria	20	
2.1.	<p>The Bidder should have a minimum annual average turnover (from consulting / advisory business) of 75 Cr. in the last three (3) financial years (2021-22, 2022-23, 2023-24).</p> <ul style="list-style-type: none"> Average turnover of Rs. 75 Cr. – 5 Marks Additional 10 Crores turnover over and above 75 Crores – 1 Marks for every additional 10 crores subject to a maximum of 5 marks 	10	Audited Annual Turnover of last three (3) financial years (2021-22, 2022-23, 2023-24) with ITR, Audited Balance Sheet with UDIN.
2.2	The Bidder should have earned an average of INR 20 crores every year from PMC/PMU Services for Central Government / PSU's/ MoHUA/ State Govt/ State Urban Development Department/ Urban Local Bodies/ Smart City SPVs/ Development Schemes for Large Scale Infrastructure Development in India in the last 3 years (2021-22, 2022-23, 2023-24).	10	CA Certificate with UDIN

³ A portion of the width of the Drainage should be of more than 1m for which the DPR has been prepared

3.	Relevant Qualification and Experience of the Key Personnel – <ul style="list-style-type: none"> • Team Leader: 7 Marks • Urban Planner: 4 Marks • Senior Hydrologist: 4 Marks • Structural Design Expert :3 Marks • Urban Flood Expert: 2 Marks • Construction Expert: 2 Marks • GIS Expert: 2 Marks • Procurement Expert: 2 Marks • IT Expert: 2 Marks MIS cum Data Analyst: 2 Marks 	30	<p>Curriculum Vitae of key personnel duly supported with Experience Certificates</p> <p>The number of marks to be assigned shall be determined considering the following five sub-criteria and relevant percentage weights:</p> <ul style="list-style-type: none"> • Requisite Academic/Educational Qualifications: 30% • Requisite Years of Experience: 30% • Experience Relevant to Scope of Services & Responsibilities: 20% • Experience working in state-level PMCs or PMUs: 10% • External Funded Projects Experience (projects funded by external agencies like World Bank, ADB, etc.): 10%
	Grand Total (1+2+3)	100	

Note: Illustrative Scenarios for Scoring

a) If the bidder has provided 3 Projects of Drain, 1 Projects of Sewerage and 1 project of Water Supply Works as per criteria ascertained below:					
1.1 Should have successfully completed Master Planning of Sewerage or Drainage with value as specified below within the last 7 years (From the bid due date).	Project Type	Total Marks	Max Marks allocation	Weightage drainage/sewerage	Actual Marks of the Bidder
• Master Planning of Sewerage or Drainage of at least 1 Urban Local bodies with minimum population of 10 Lakh each (as per Census 2011).- 60% of the Total Marks	Drainage	60% of 15= 9 Marks	9	100%	9
• Per Additional Master Planning of Sewerage or Drainage – • Urban Local body with minimum population of 05 Lakh (as per Census 2011): 3 Marks each to a maximum of 15 Marks including point 1 above	Drainage		3	100%	3
• Urban Local body with minimum population of 03 Lakh (as per Census 2011): 1.5 Marks each to a maximum of 15 Marks including point 1 above	Sewerage		1.5	90%	1.35
• Urban Local body with minimum population of 03 Lakh (as per Census 2011): 1.5 Marks each to a maximum of 15 Marks including point 1 above	Water Supply Works		1.5	90%	1.35
• Urban Local body with minimum population of less than 03 Lakh (as per Census 2011): 0.5 Marks each to a maximum of 15 Marks including point 1 above	Drainage		40% of 15= 6 Marks	0.5	100%
Total Marks (Subject to max. 15 marks)					15.00
b) If the bidder has provided 1 Project of Drainage, 2 Projects of Sewerage and 1 Project of Water Supply as per criteria ascertained below:					
1.1 Should have successfully completed Master Planning of Sewerage or Drainage or Water Supply Works with value as specified below within the last 7 years (From the bid due date).	Project Type	Total Marks	Max Marks allocation	Weightage drainage/sewerage	Actual Marks of the Bidder
• Master Planning of Sewerage or Drainage or Water Supply Works of at least 1 Urban Local bodies with minimum population of 10 Lakh each (as per Census 2011).- 60% of the Total Marks	Sewerage	60% of 15= 9 Marks	9	90%	8.1
• Per Additional Master Planning of Sewerage or Drainage or Water Supply Works – Urban Local body with minimum population of 03 Lakh (as per Census 2011): 1.5 Marks each to a maximum of 15 Marks including point 1 above	Drainage	40% of 15= 6 Marks	1.5	100%	1.50

Hud

<i>Urban Local body with minimum population of 03 Lakh (as per Census 2011); 1.5 Marks each to a maximum of 15 Marks including point 1 above</i>	Sewerage		1.5	90%	1.35
<i>Urban Local body with minimum population of less than 03 Lakh (as per Census 2011); 0.5 Marks each to a maximum of 15 Marks including point 1 above</i>	Water Supply Works		0.5	90%	0.450
Total Marks					11.4
<p>1) The provision as explained in the example above for marking shall be applied for Point a) and b)</p> <p>2) Completion certificates should be from officers not below the rank of Executive Engineer.</p> <p>3) Approved projects shall only be considered for evaluation.</p> <p>4) Certificates from private companies shall not be entertained.</p>					

2.13.5 Key Positions: Total Marks allotted – 30 and shall be distributed among the Team members as mentioned in Cl 2.13.3:

The Details of Key Personnel, their respective qualification & responsibilities are mentioned below –

Position	No.	Key Qualifications & Experience	Key Role & Responsibilities
Key Personnel (Technical Team Members)			
Team Leader	1	<ul style="list-style-type: none"> • Essential Qualification- B tech./BE in Civil Engineering a reputed Institute. • Minimum Experience: 25 Years ‘Experience in execution of Sewerage / Drainage/Water supply sector projects or Retired Chief Engineer/ Executive Engineer with minimum 20 Years‘ Experience in execution of Sewerage / Drainage/Water supply sector projects in any state Urban Development Department. 	<ul style="list-style-type: none"> • Co-ordinating between key stakeholders & maintaining clear / crisp communication channels between various stakeholders. • To coordinate collaborative capacities of the local government, international and national organizations. • To understand the requirements of department / state government and stakeholder ensuring implementation of key projects. • reviews legislation, court decisions, guidelines, rules, and regulations pertinent to activities to ensure compliance with federal, state, and municipal law. • Coordinate with all Executing Agencies/ ULBs of individual Projects, DLB and Contractors and will be single point contact with DLB. TL shall be responsible for the Scrutiny of the drawings, reports, Feasibility reports, DPR etc. and shall provide all possible support and technical assistance to DLB with the team to execute the scheme across the State. • Assist in planning, control, and management of the teamwork. • Review and assist in developing implementation schedules. • Assist in monitoring progress, evaluating results and identification of resolution of constraints. • Coordinate all implementation activities with various stakeholders. • Review and finalize the monthly/quarterly reports prepared by the team members. • Assist in identifying the physical, institutional, and financial data to be analyzed to monitor sustainability and impact on Project. • Training & capacity building to ULB Officials, Contractors & other related personals related to Project preparation, execution, operation, management & maintenance with the help of team members. • Development of SoPs and other related documents related to project. • Evaluate working drawing and design strategies as per urban standard. • Review of model RFP for selection of DPR Consultant and contractors and its related work • Review of up-dation of Urban Drainage Directory and its related details with the

			<ul style="list-style-type: none"> support of other team members. • Review of Urban drain Directory work and its related works • Any other work assigned by the Authority.
Urban Planner	1	<ul style="list-style-type: none"> • Graduate degree in Urban Planning/Architecture/Civil Engineering and Masters in Urban Planning. • Minimum Experience: 15 Years 'Experience as an Urban Planner in Government projects or 15 Years' Experience as a Urban Planner in Government Department. 	<ul style="list-style-type: none"> • Develops, drafts, revises, and recommends program/project plans to address the economic, social, and physical problems and needs of the city. • Develops broad or particularized plans, documenting existing conditions, needs, goals, objectives, policies, work programs, and implementation strategies; revises and documents plans to address changing conditions and needs and to facilitate plan implementation. • Collects, assimilates, analyzes, and interprets data and indicators regarding municipal conditions; prepares projections of changes in conditions and needs for specific services and programs. • Formulates and recommends procedures, guidelines, alternatives, and priorities for implementation of plans and grant projects and their subsidiary components; monitors program/project progress and recommends modifications as necessary. • Reads and interprets blueprints, technical drawings, and diagrams, plans and specifications, etc. to facilitate proper construction; maintains on-going monitoring of contracts to ensure compliance with regulations or requirements; develops and documents working maps citing real property parcels descriptions and tax information data. • review drawings submitted by ULB/contractors to assure compliance with plans and specifications. • Evaluates plans and proposals prepared by outside agencies and makes recommendations regarding soundness and relevance to municipal needs and plans; negotiates contract terms for conduct of projects with outside agencies. • Coordinates with utility engineers, power, telephone, gas, water, and sewer representatives to locate utility lines for projects; reviews professional and governmental publications to maintain awareness of ULB's developments and changes in programs and regulations. • Any other work related to Urban Design assigned by Authority.

Senior Hydrologist	1	<ul style="list-style-type: none"> • Degree in civil engineering or a related field specializing hydraulic or hydrologic engineering with 10 years of relevant work experience, • Minimum Experience: 15 years' experience in Urban Storm Water Drainage Works, Drain, Hydrology Assessment for government assignment and related works./ 15 Years' Experience as a Hydrologist(Gr-A) in Government Department.(Retired) 	<ul style="list-style-type: none"> • Review flood modeling, stormwater analysis, and hydraulic analysis • Review engineering deliverables, such as calculations, engineering study reports, drawings, and specifications. • Resolve technical issues with other hydrologic engineers, other engineering disciplines, other functions, and the client. • monitoring and inspecting of work undertaken by contractors • Administering contracts • Ensure implementation adhering to approved design and drawing. • Provide recommendations to DLB. • Day to day supervision and progress monitoring of the implementation work at the site • Any other related works assigned by Authority.
Structural Design Expert	1	<ul style="list-style-type: none"> • Graduate degree in Civil Engineering with Masters in Structural Engineering • Minimum Experience: 10 years' Experience in the planning, implementation, and completion of structural engineering projects. Experienced in reinforced concrete, steel frame and prefabricated vertical structures. / 10 Years' Experience as an Exen. Engineer in Government Department.(PWD,Bridge Corporation etc.)(Retired) 	<ul style="list-style-type: none"> • Reviewing reports, designs and drawings • Reviewing calculations about loads and stresses • Reviewing selection of construction materials • Providing technical advice to DLB • monitoring and inspecting of work undertaken by contractors • Administering contracts • Any other related works assigned by Authority time to time.
Urban Flood Expert	1	<ul style="list-style-type: none"> • Master's degree in Civil, Disaster Management, Environmental Engineering/ Sciences, or relevant courses. • Minimum 5 years of relevant work experience in Urban Flood Management or Disaster Management/ Disaster Risk Reduction. / 10 Years' Experience as a Urban Flood Engineer or similar role in Government Department.(Retired) 	<ul style="list-style-type: none"> • Coordinate with all ULBs and DLB to understand the current practice of urban flood management. • Review the requirements of the ULB and proposing technical interventions for consideration • Assessment of data needs, in particular data needed for the evaluation of flood hazards and flood risks. • Analysis of data gaps, including data quantity and quality related to requirements for the completion and application of hydrological and hydraulic models for studying both riverine and urban flood hazards and flood risk assessment. • Based on the data gaps identified, provide recommendations for any additional

			<p>geographical surveys and hydro-meteorological monitoring serving flood hazard assessment for the study, in consultation with the municipal authorities and the DLB.</p> <ul style="list-style-type: none"> • Conceptualization and organization of stakeholder consultations and technical workshops • Provide technical assistance to the ULBs in preparation of various proposals, reports, DPRs etc. • Any other related works assigned by Authority.
Construction Expert	1	<ul style="list-style-type: none"> • Graduate degree Civil Engineering • Minimum 5 Years of experience in preparation of Bill of Quantities, Rate Analysis and Estimation and related works./10 Years' Experience as Executive or 15 yrs as Assistant Engineer in Urban Development Department.(Retired) • Experience as BoQ Expert in similar Sewerage / Drainage sector projects. 	<ul style="list-style-type: none"> • Development of Drainage Related SoR • Preparation of rates as per guidelines and standards of GoUP, GoI and other applicable standards for drain related items. • Review of Estimate, BoQ of DPRs and its related works w.r.t. architectural drawings, project specifications, and related documentation, ensuring high accuracy and adherence to project requirements. • Support ULBs in preparation of Rate analysis, BoQ, estimate and other related works. • Capacity building of Officials of ULB, DPR Consultants for rate analysis, BoQ preparation estimate preparation and other related works. • monitoring and inspecting of work undertaken by contractors • Administering contracts • Ensure implementation adhering to approved design and drawing. • Any other related works assigned by Authority.
GIS Expert		<ul style="list-style-type: none"> • Bachelor's degree in geology, geoinformatics, Geographic Information Systems, or remote sensing • 10 Years' Experience as a GIS Expert in Urban Development Department Projects/ 10 Years' Experience as GIS Expert or similar position in Government Department. • Experience with mapping tools such as QGIS. Experience with GPS measuring tools. Desired • Mtech. In WRE/GIS. 	<ul style="list-style-type: none"> • Mapping of Drainage Network. • Implement GIS Data updates and corrections as necessary. • Ensures alignment of data with ULB and DLB standards. • Monitor and apply the best industry practices • Maintains data integrity and accuracy • Utilizes ArcGIS Desktop, ArcGIS Pro, or ArcGIS Online in data visualization • Develops sustainable systems of collecting and managing data points • Manages necessary hardware and software • Delivers training and technical support to end-users • Any other related works assigned by Authority.

Procurement Expert	1	<ul style="list-style-type: none"> • Graduate degree Engineering / Science / MBA Finance/ CA/ CMA • Minimum 5 years' experience in Urban Sector. • Minimum 5 Years of experience in preparation of Tender Documents, Rate Analysis, Estimation and Contract Management works. 	<ul style="list-style-type: none"> • Preparation of Tender Documents. • Preparation of SoPs for contract management • Support in development of policies, guidelines, and other documents. • Support in Market Rate Analysis and price discovery of items in preparation of estimates. • Preparation of model RfP for selection of Consultant, Contractors and other works related to Urban Storm Water Drainage etc. • Any other related works assigned by Authority.
IT Expert		<ul style="list-style-type: none"> • Bachelor's degree in computer science, Information Technology, or related field • Minimum 5 Years Experience in web development or related fields. • Experience in front-end and back-end development technologies, including HTML, CSS, JavaScript, PHP, Python, or others. • Strong problem-solving, debugging, and analytical skills. 	<ul style="list-style-type: none"> • Assist in development of Web portal as per the requirement of the Authority • routinely examine web portal to detect flaws before deployment • collaborate with DLB to extract the intended visual outcomes for a web portal. • The web portal should seamlessly adapt to various screen sizes, including those of mobile phones, tablets, and desktop computers. • Understanding, developing, and testing web application security features • Understanding HTML, CSS, PHP, and others for coding languages • Working with visuals • Maintaining documentation for software • Retaining a current understanding of technology • Implementing backup procedures if the site crashes • integrate and synchronize required data with other related web portals • Develop Database and repository related to drainage and flood management at the directorate level. • Any other related works assigned by Authority.
MIS cum Data Analyst	1	<ul style="list-style-type: none"> • Graduate Degree in Data Science /Engineering(CS/IT)/MCA and related • Minimum 5 years' experience in Data Analysis, and related assignments. 	<ul style="list-style-type: none"> • Preparation of details of drain network of Urban Local bodies • Support ULBs in Drainage Data management and its related works. • Preparation of digital model for work status related to projects and its related works. • Management of Web Portal and its related works (upadation of website, adding information, documents, notices and other related works) • Preparation of Monthly work status report of ongoing works in ULBs related to Urban Storm Drainage and its related work. • Any other related work

Huel

Non-Key Personnel (Not to be Technically Evaluated)			
Documentation cum Public Relation Specialist	1	<ul style="list-style-type: none"> • BCom with 5 yrs or MBA(Fin) with 3 years of experience. 	<ul style="list-style-type: none"> • Retrieving and Creating documents received from ULBs. • Reviewing ,organizing, managing and updating Documents with proper communication and regular compliance from ULBs • Good Communication skills. • Knowledge with good working experience of Documentation related software. • Other related works
Accountant	1	<ul style="list-style-type: none"> • Master of Commerce, MBA (Finance)/ CA / ICWA with Minimum 3 Years of Work Experience in Accounting in Projects. • CA (Inter)/ ICWA (Inter) with Minimum 5 Years of Work Experience in Accounting in Projects. 	<ul style="list-style-type: none"> • All the works related to accounts. • Preparation of online expenditure report. • Monitoring of cash flow • Preparation of utilization certificate • Support to ULBs for online billing system and its related works. • All the works of office management and its related works • Communication and its related works • Planning of site visits and other related works as per instruction of Team Leader and Authority officials • Other related works
Computer Operator	4	<ul style="list-style-type: none"> • Diploma / Graduate degree in any stream • Minimum 3 Years of experience as Computer Operator in Government Offices • Good Typing skill in Hindi and English languages. (Min 25 words per Minute) 	<ul style="list-style-type: none"> • Well conversant in in Hindi & English computer working in MS Office, social Media Platform handling. • Any Other related works
Multitask Staff	3	<ul style="list-style-type: none"> • Middle class(8th pass)/High School/Intermediate /Diploma / Graduate degree in any stream • Minimum 2 Years of experience in Government Offices. 	<ul style="list-style-type: none"> • Management of letters issued, and letter received. • Preparation of letter in Hindi & English. • Support to Team Leader & other Experts • Support in office management and its related works • Support to Officials and Experts as per the requirement of project/officials. • Any Other related works

- The stated Key/Non-Key Personnel is indicative for tendering purposes and the numbers and positions may be increased or decreased as per requirement of competent authority on the approved rates.
- If any key personal gets less than 70 % marks, then he/she needs to be replaced at the time of negotiation.
- The deployment schedule of Key and Non Key Personnel shall be determined by the Authority.
- Age of proposed Personnel (Key Experts) shall be as per clause 2.11.2 (p).
- Retired personnel salary will be provided as per relevant UP Govt. Order.

- Experts will have to travel to Urban Local bodies and other places based on the requirement of the project and Authority officials' instruction.
- The EPF and health Insurance to the proposed team is mandatory and it will be provided as per the UPPWD norms by the selected firm.
- The Key Expert would be eligible for Travel Allowance and Daily Allowance as per G.O. No. 3/2019/G-2-41/dus-2019-601/2011, reimbursement upto Level 12 would be acceptable of Government of Uttar Pradesh in case of travel to different locations from Lucknow after due approval of Authority.
- The Non-Technical Support Staff(Documentation and PR Sp. And Accountant) would be eligible for Travel Allowance and Daily Allowance as per G.O. No. 3/2019/G-2-41/dus-2019-601/2011, reimbursement upto Level 08 would be acceptable of Government of Uttar Pradesh in case of travel to different locations from Lucknow after due approval of Authority.
- Experts will also be responsible for providing need-based hand holding support to other assignments under Authority, Urban Development, or any other government departments.

2.13.6 Total score out of 100 as per clause 2.13.4 will be **given 75% weightage and rest 25 marks will be given on the basis of presentation (to Authority) to evaluate the Bidders and the marks will be referred to as the Technical Score.** The marking in technical presentation will be based on following parameters (5 marks each):

- understanding of assignment,
- challenges faced in previous assignments,
- Approach, Methodology,
- work plan and
- other required capabilities for the assignment.

2.13.7 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 GeM portal and e-mail.

2.13.8 The proposals of Applicants scoring minimum 75 marks or more out of 100 in technical score will be termed technically qualified and shall be eligible for opening of financial proposal.

2.13.9 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.

2.13.10 In the second stage, the financial evaluation will be carried out. Each Financial Proposal shall be assigned a Financial Score (SF) as specified in Clause 2.13.9.

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 (FM) shall be given a Financial Score (SF) of 100 points. The financial scores of other proposals shall be computed as follows:

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

Combined and Final Evaluation

- iii..Proposals will finally be ranked according to their combined Technical (ST) and Financial (SF) 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 0.7 and 0.3 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.

2.13.10 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.

2.13.11 Negotiations

The Selected Applicant may, if necessary, be invited for contract negotiations. Such negotiations shall not include quoted price of 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 next ranked applicant (H2) for negotiations while rejecting the non-conforming applicant as the Selected Applicant (H1) as the selected applicant.

2.13.12 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.

2.13.13 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.

2.13.14 Execution of Agreement

After acknowledgement of the LoA as aforesaid by the Selected Applicant, it shall execute the Consultancy Agreement within the period prescribed in Clause in RFP. The Selected Applicant shall not be entitled to seek any deviation from the Agreement.

2.13.15 Commencement of Assignment

The Selected Applicant shall commence the Assignment within 15 (fifteen) days of the date of the Agreement or such other date as may be mutually agreed. If the Selected Applicant fails to sign the Agreement as specified in Schedule 1 or commence the Assignment as specified herein, the Authority may invite the second ranked Applicant (H2) for negotiations. In such an event, the LoA or the Agreement, as the case may be, may be cancelled /terminated.

2.13.16 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, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

3 PERFORMANCE GUARANTEE

- i. The selected applicant shall submit an irrevocable performance bank guarantee, in prescribed format Form No. T-6 from a scheduled Nationalized bank, prior to signing of the agreement.
- ii. **The Bank Guarantee shall amount to 5%** of the total Consultancy fee towards Performance Guarantee in favour of **“Director, Urban Local Bodies”**, Payable at “Lucknow” with validity for the agreement period i.e. 24 months+ 3 months.
- iii. If the selected applicant does not provide the Performance Bank Guarantee within the Schedule Time, the Earnest Money will be forfeited.

4 FRAUD AND CORRUPT PRACTICES

• General

- 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, *interalia*, 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 relevant Clause 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 practice during 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.

5 Other Conditions

- 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.
 - d) The Authority may waive any minor informality, non-conformity or irregularity in a bid that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any bidder as a result of the technical and price evaluation.
- 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.



RFP-TC/89/NNN/TN/2024-2025/26

**Directorate of Local Bodies,
Department of Urban Development (GoUP)**

REQUEST FOR PROPOSAL (RFP)

**for selection of
Project Management Consultant (PMC)
for Implementation and Management of "Urban Storm Water Drainage Scheme"
in Uttar Pradesh**

PART II -SCHEDULES

May 2025

**Directorate of Local Bodies,
Room No.306, 3rd Floor,
Urban Training & Research Centre & Directorate of Local Bodies
Sector - 7, Gomti Nagar Extension, Lucknow: 226 002**

Schedules	
Schedule 1	Form of Agreement
<i>Annex: 1</i>	<i>Terms of Reference</i>
<i>Annex: 2</i>	<i>Deployment of Key Personnel</i>
<i>Annex: 3</i>	<i>Cost of Services</i>
<i>Annex: 4</i>	<i>Bank Guarantee for Performance Security</i>
Appendices	
Appendix-I	Technical Proposal
Form T1	APPLICANTS DETAILS
Form T2	APPLICANTS EXPERIENCE
Form T3	KEY PERSONNEL QUALIFICATION AND EXPERIENCE
Form T4	FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PERSONNEL
Form T5	AFFIDAVIT
Form T6	PERFORMANCE GUARANTEE FORMAT
Form T7	FORMAT FOR POWER OF ATTORNEY
Form T8	LETTER OF ACCEPTANCE
Form T9	LETTER OF APPLICATION
Appendix-II	Financial Proposal
Form F1	Covering Letter
Form F2	Financial Proposal

Schedule 1

DRAFT AGREEMENT

This AGREEMENT (hereinafter called the “**Agreement**”) is made and executed at Lucknow on this _____, in the year Two Thousand and Twenty-Five by and

Between

The **Directorate of Urban Local Bodies**, acting through its Director, having its office at

_____, (hereinafter referred to as “**Authority**” which expression shall unless it is excluded by or repugnant to the context, include its successors and permitted assigns), OF THE ONE PART

and

M/s _____, a Public Limited Company under Company’s Act, 1956 acting through its _____, having its registered office at _____ (hereinafter referred to as “**Consultant**”, which expression shall, unless it is excluded by or repugnant to the context, include its successors and permitted assigns), OF THE SECONDPART

WHEREAS

- A. The Authority vide its Request for Proposal No. _____ dated _____ invited Proposals for selection of Consulting Firm for setting up Project Management Unit (PMU/PMC) for Management and Operation of Urban Storm Water Drainage in Uttar Pradesh as per the Scope of Services referred herein (“**Consultancy**” or “**Services**”);
- B. After evaluation of the Proposals received, the Authority had accepted the Proposal of M/s _____ (“**Selected Applicant**”) and issued its ^o Awa N _____ dated _____ (hereinafter called the “**LoA**”) to the Selected Applicant requiring, inter alia, the execution of this Agreement.
- C. The Consultant has submitted Performance Security of **Rs** _____ (**Rupees** _____ **only**) i.e. 5% of Total Agreement Value in the form of Bank Guarantee in favour of the Authority as prerequisite for signing of this Agreement.
- D. The Authority and the Consultant are hereby entering into this Agreement for setting up Project Management Unit (PMU) for Management and Operation of Urban Storm Water Drainage in Uttar Pradesh.

IN WITNESS WHEREOF the Parties have executed and delivered this Agreement by their duly authorised representative on the date first above written

Final

<i>Signed on behalf of Authority</i>	<i>Signed on behalf of Consultant</i>
Director, Urban Local Bodies	Director
Address:	Address:
<i>Witnesses</i>	<i>Witnesses</i>

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) "Agreement Value" shall have the meaning set forth in Clause 6.1.2;
- c) "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;
- d) "Confidential Information" shall have the meaning set forth in Clause 3.3;
- e) "Conflict of Interest" shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- f) "Dispute" shall have the meaning set forth in Clause 9.2;
- g) "DLB" means Directorate of Local Bodies;
- h) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- i) "Government" means the Government of Uttar Pradesh;
- j) "Key Personnel" means persons hired by the Consultant and assigned to the performance of the Services or any part thereof;
- k) "Party" means the Authority or the Consultant, as the case may be, and Parties means both of them;
- l) "RFP" means the Request for Proposal document in response to which the Consultant's Proposal for providing Consultancy is accepted;
- m) "Third Party" means any person or entity other than the Government, the Authority, the Consultant or a Sub-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 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) Pre-Proposal responses;
- d) RFP; and
- e) LoA, Acceptance of LoA and other written communications

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 Key Personnel performing the Services and shall be fully responsible for the Services 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 set forth in the Agreement, in particular:

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

Hand

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 courts in the State in which the Authority has its headquarters 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 language.

1.6 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.

1.7 Notices

- 1.7.1 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-

<i>Authority</i>	<i>Consultant</i>
Authorized Representative/Nodal Officer	Authorized Representative
Name:	Name:
Designation:	Designation:
Communication Address:	Communication Address:
Mobile No.	Mobile No.
E-mail id:	E-mail id:

1.8 Authorized Representatives

- 1.8.1 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 specified in this Clause 1.8.

- 1.8.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

.....

.....

Tel:

Mobile:

Email:

- 1.8.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

.....

.....

Tel:

Mobile:

Email:

1.9 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.

2.3.1 If the Consultant does not commence the Consultancy within the period specified in Clause 2.2 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 and the Performance Security of the Consultant shall stand forfeited.

2.3.2 The Authority, if not satisfied with the work performance of the Consultant, may terminate the Contract with 30 days’ notice in advance. If the Consultant decides to resign then he/she should give at least a month’s notice in advance.

2.3.3 If the Consultant decides to repudiate the contract, it shall require 2 months’ notice in advance.

2.3.4 Authority and Consultant shall specify detailed reasons in the termination notice.

2.4 Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.8 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the expiry of 1 (one) year 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/Schedules 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 both 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 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the Scope of the Services, 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 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 minimize 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 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 all payments 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 pursuant to Clause 9.4 hereof;
- 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 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 any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9.4 hereof within 30 (thirty) 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 30 (thirty) 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 pursuant to Clause 9.4 hereof.

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 as provided respectively by Clauses 2.8 or 2.9 hereof.

2.9.4 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority

Final

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. remuneration pursuant to Clause 6 hereof 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 pursuant to Clause 9.4 hereof, 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 employ appropriate advanced technology and safe and effective equipment, machinery, materials 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 Key Performance Indicator Key Performance Indicators (KPIs) in project management consist of various specific measurement tools for indicating how well PMU members are achieving specific goals. Key performance indicators consist of the important performance goals across all aspects of team involvement in a project. Hence, PMU has to efficiently and effectively manage, coordinate and support programmatically to the Director, Urban Local Bodies, Urban Development Department GoUP. Therefore, the Department will fix the Annual KPIs for PMU members in consultation with the Head of the PMU, which will be strictly monitored on a monthly basis by the department after signing the contract. The performance against the KPIs of PMU members will be reviewed by the Department on the last working day of the given month. Salary of personnel for that month will depend upon the KPI and on sole discretion of Director, Urban Local bodies.

3.1.3 Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the "ToR") at Annexure 1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.4 Applicable Laws

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

3.2 Conflict of Interest

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

- 3.2.3 The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Consultancy and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of three (3) years from the completion of this Assignment or to consulting

assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority.

3.2.4 Prohibition of conflicting activities

Neither the Consultant nor the Key Personnel shall engage, either directly or indirectly, in any of the following activities:

3.2.4.1 during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement.

3.2.4.2 after the termination of this Agreement, such other activities as may be specified in the Agreement; or

3.2.4.3 at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.5 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 any Key Personnel and support staff shall not receive any such additional remuneration.

3.2.6 The Consultant and its Personnel 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.

3.2.7 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 2 (two) 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.

3.2.8 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.

3.3 Confidentiality

The Consultant, and the Key Personnel or either of them shall not, either during the term or 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, its technology, 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 Assignment, 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.

3.4 Liability of the Consultant

3.4.2 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.3 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the

Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Consultancy rendered by it.

3.4.4 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Consultancy, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

- a. for any indirect or consequential loss or damage; and
- b. for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.

3.4.5 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant in carrying out the Consultancy subject, however, to a limit equal to the Agreement Value.

3.5 Consultant action requiring the authority prior approval

The Consultant shall obtain the Authority's prior approval in writing before Subcontracting (limited to non-key personnel only) i.e., Entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or any other action that may be specified in this Agreement.

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

3.6.2 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "**Document/s**") prepared by the Consultant in performing the Consultancy shall become and remain the property of the Authority, and all intellectual property rights in such Documents shall vest with the Authority. Any 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 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.

3.6.3 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 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.

3.7 Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of the Consultancy. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during the term of this Consultancy, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4 CONSULTANT'S KEY PERSONNEL

4.1 Deployment of Key Personnel

4.1.2 The Key Personnel listed in Annexure 2 of the Agreement are hereby approved by the Authority. Key Personnel other than those mentioned in Annexure 2 shall be decided accordingly via interview/screening process as per the Approval of competent Authority. No other Key Personnel shall be deployed without prior approval of the Authority.

4.2 Replacement / Substitution of Key Personnel

- The Authority expects all the Key Personnel to be available during the term of the Agreement. The Authority shall not consider any substitution of Key Personnel except under

compelling circumstances beyond the control of the Consultant and the concerned Key Personnel like death, health etc.

- A penalty of 2% of the monthly billing amount will be levied for each replacement of resource persons beyond four (4) in a year, subject to prior approval from the competent authority.
- Substitution will, be permitted when -.
 - i. In the event that any of the key personnel deployed by the consultant been found unsuitable for the assignment or found not adhering to the directions of the Authority or not being able to dispense his duties with due diligence and to the level of satisfaction of the client or causing unwanted delays, etc. The selected applicant firm shall have to arrange for substitution on receiving written orders from the Authority within 7 days. The proposed substitution shall essentially have better or equivalent credentials.
 - ii. The decision of Authority in such an event shall be final and binding on the consultant.

5 OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- provide the Consultant, its Key Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Key Personnel to perform the Consultancy;
- issue to officials, agents, and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Consultancy.

5.2 Payment

In consideration of the Consultancy performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

6 PAYMENT TO THE CONSULTANT

6.1 Cost estimates and Agreement Value

- 6.1.2 An abstract of the cost of the Consultancy payable to the Consultant is set forth in Annexure 3 of the Agreement.
- 6.1.3 Except as may be otherwise agreed under Clause 2.6, the payments under this Agreement shall not exceed the agreement value specified herein (the "**Agreement Value**"). The Parties agree that the Agreement Value is Rs(Rupees.).

6.2 Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3 Payment Terms and Conditions

- i. The Consultant has to raise the invoice for payment of Fee. Monthly payment shall be made on pro rata basis.
- ii. Payment would be processed within 30 days after receiving the invoice for each month.
- iii. The GST shall be paid extra as applicable from time to time.
- iv. TDS to be deducted as per Government Rule.
- v. In-house infrastructure facilities for office space/furniture/office equipment's will be provided to the Consultant by Authority except Laptops to Key Personnel.
- vi. All payments under this Agreement shall be made to the account of the Consultant as may be

notified to the Authority by the Consultant.

- vii. Payment will be made only through RTGS/NEFT electronic transfer to Selected Consultant's account.
- viii. No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage. In this case, The Authority shall pay to the Consultant, only the undisputed amount.

The Consultant will have to submit a Monthly Progress Report (MPR) along with Invoice and MPR will include details of work done by each Key Personnel (technical members) assigned for this project.

7 LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

- 7.1.2 For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 5% (five per cent) of the Agreement Value (the "**Performance Security**"). The Performance Security (Annexure 5) shall be returned within a period of 60 (sixty) days after successful completion of the Consultancy+ 3 months.

7.2 Liquidated Damages

7.2.2 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 10% (ten per cent) of the Agreement Value.

7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Consultancy

- In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Consultancy causing adverse effect on the Assignment or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.
- Any delay in mobilization/deputing of key personnel (post award) as per RfP or any other criteria of the RfP & deficiencies on part of the Consultant may attract penalty provisions in the form of fines, up to a maximum amount of 10% of the Contract Value, and/or termination by the Authority. For period exceeding beyond stipulated time period, due to failure on the part of consultant, the consultant may be liable to pay the client penalty at the rate of 1% of the Contract Value per week of delay subject to maximum of 10% of the contract value.
- Any delay in providing replacement of key personnel as per RfP or any other criteria of the RfP & deficiencies on part of the Consultant may attract penalty provisions in the form of fines, up to a maximum amount of 10% of the Contract Value, and/or

Advised

termination by the Authority. For period exceeding beyond stipulated time period, due to failure on the part of consultant, the consultant may be liable to pay the client penalty at the rate of 1% of the Contract Value per week of delay subject to maximum of 10% of the contract value.

8 FAIRNESS AND GOOD FAITH

8.1 Good Faith

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

8.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9.

9 SETTLEMENT OF DISPUTES

9.1 Penalty for absence:

Selected Tenderer shall maintain monthly attendance logbook/biometric attendance and same should be submitted to Authority along with the monthly invoice. In the case of absence (apart from allowed leaves) of a resource during Assignment period, no payment will be made for the days a resource is absent (Per day payment of a resource will be calculated by dividing Monthly Retainer Fee by number of working days in that Month/22 days, as the case maybe)

- i. Fraction of a day in reckoning period in supplies shall be eliminated if it is less than half a day.
- ii. Penalty would be deducted from the applicable payments.
- iii. All personnel can avail maximum 14 leaves per year on pro-rata basis with the approval of Director/Nodal Officer. The period of a continuous leave by a resource person should not exceed 5 working days.
- iv. The office timings of the personnel will be as per the rules prescribed by the Uttar Pradesh Government. In unavoidable circumstances, personnel may have to stay longer and may also be called on gazette holidays as per the requirement. The working hours and holidays will be as per the Government of Uttar Pradesh norms.

9.2 Penalty for deficiency in Consultancy:

In addition to the liquidated damages not amounting to penalty, as specified in relevant Clauses in the RFP warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Consultancy causing adverse effect on the Assignment or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

9.3 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.

9.4 Dispute resolution

- 9.4.2 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 set forth in Clause 9.3.

- 9.4.3 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect Request for Proposal (RFP)

Urban Development Department (GoUP)

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.

9.5 Conciliation

In the event of a dispute, either party may first approach the Director, Urban Local Bodies, for amicable resolution. If unresolved, the matter may be escalated to the Principal Secretary, Department of Urban Development, GoUP, and the CEO of the Consultant (or their substitute), who must meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.6 Arbitration

- 9.6.2 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be Lucknow where the Authority has its headquarters, and the language of arbitration proceedings shall be English.
- 9.6.3 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.
- 9.6.4 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.
- 9.6.5 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.
- 9.6.6 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.

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.

Annexure 1**10 TERMS OF REFERENCE (ToR)**

The PMU/PMC will undertake the following functions:

A. Project Management

- 1) The Project Management Consultant (PMC) will provide hand holding support to Directorate Urban Local Bodies (DLB) in Project Development, Management and Monitoring the Storm Water drainage scheme across the State.
- 2) The Project Management Consultant (PMC) will be responsible for review of Drainage Master Plan/Concept Design/Drawing/Reports, checking of layouts submitted by Executing Agencies (EA) / ULB and supervision of the projects during execution & implementation.
- 3) The PMC shall also carry out scrutiny to ensure sufficiency of the master plan, reports, drawing, designs, layouts, estimates, BOQ etc. prepared by executing agencies / consultants engaged under the project.
- 4) PMC will examine feasibility reports and DPRs submitted by executing agencies to ensure compliance with technical standards. Recommend required modifications to align with the overarching objectives.
- 5) Provide Hand holding support to ULB's in preparation of procurement documents related to planning, execution, operation, management and maintenance of the scheme and other works under authority.
- 6) PMU would assist in preparing of " Manual for Storm Water Drainage System and Maintenance" for the Development and Maintenance of Storm Water Drainage.
- 7) Provide executive assistance to DLB/EA/ULB & any other departments in inter-department coordination, document keeping, preparing status reports etc.
- 8) The PMU will prepare and submit the following reports (as given below) to the DLB, but not limited to:

Sr. No.	Type of Reports	Frequency	Due date / Time	Contents
1	Inception Report	One time	15 days after commencement of services	The Inception Report shall contain the details of all meetings held with the DLB, Executing Agencies engaged by DLB, and the decisions taken therein, the resources mobilized by the EA as well. The Report shall also include the Work Program and Deployment Schedule of Staff.
2	Progress Report (Monthly)	Every Month	Before 5th day of the following month	The monthly Progress Report shall contain details of all meetings, decisions taken therein, mobilization of resources (consultants' and the contractor), detailed compliance report of each activity, progress and the projected progress for the forthcoming periods. The Report shall clearly bring out the delays, if any reasons for such delay(s) and the recommendations for corrective measures. The report shall also include the photograph of the

				activities being done at the site. The report shall also contain any other aspect which DLB may direct from time to time.
3	Final Report (Quarterly)	After Completion of Project	Within 10th day of Completion of Project	The consultant will prepare a comprehensive final completion report after completion of each project. The report shall incorporate summary of the method of supervision performed, problems encountered, and solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the EA / ULB.
4	Special Reports, PPT, Analysis etc. if required by DLB	As and when required	On immediate basis	Contents to be determined by the Authority.

- 9) The PMU shall carry out scrutiny and assist DLB in processing of documents for approval process such as review meetings, compilation of queries, preparation of draft response, sending the requisite documents to Urban development department (UDD) for approval, follow up with the concerned sections, draft response of the queries raised by finance dept. etc.
- 10) The PMU shall be responsible for the planning and monitoring progress by using modern methods of control such as computerized PERT / CPM (such as MS-Projects), submission of progress reports of work executed monthly. Both financial and physical progress reports with reference to prefixed targets as per the approved Detailed Project Completion Schedule received from EA. The consultant shall suggest improvements from time to time. The consultants inform DLB of the progress of the project vis-à-vis PERT/CPM controls on a fortnightly basis.
- 11) The PMU shall be required to facilitate the project review meetings held from time to time by DLB, and with the committees formed at different levels as also to participate in emergency or extraordinary meetings held to deal with any emergency, event, or other exigencies.
- 12) The Project Management Consultant shall be responsible for assessing, verifying, and sending replies to the day-to-day issues raised by the EA during the execution of work.
- 13) The PMU shall provide all technical services/ guidance/ advice to DLB as may in any way relate to or arise out of the implementation of the said work as have been entrusted to the Project Management Consultant by DLB.
- 14) The Project Management Unit shall keep DLB apprised of any delays; keep a hindrance register indicating all details of all such delays which will also be furnished with recommendations for approval of DLB for grant of extension of time by DLB to Executing Agencies (EA).
- 15) **Development of Stormwater Drainage Directory:** PMC will assist DLB in creation and regular updating of a Stormwater Drainage Directory, ensuring comprehensive documentation. Establish and maintain a maintenance framework for long-term sustainability.
- 16) **Impact Assessment:**
Conduct half-yearly and annual impact assessments for:
 - a) Financial reforms.
 - b) Social outcomes, including safety and hygiene.
 - c) Environmental improvements.
 - d) Economic recovery linked to the implementation of the stormwater drainage system.

- 17) **Knowledge Repository Maintenance:** Develop and manage a centralized knowledge repository for all project documents, technical guidelines, case studies, and implementation learnings.
- 18) Provide strategic and operational assistance to the Directorate in urban flood and stormwater drainage scheme management.
- 19) Any Other handholding support under the scheme.
- 20) The Project Management Consultant (PMC) shall have its own required T&P Equipment and Software required for assessment/inspection/evaluation etc. for the project.

B. Capacity Building

- Prepare IEC Action Plan with Mass Media, Social media campaign, Exhibition/ Melas of success stories, Education Campaigns – competition in institutions, local community etc.
- Prepare the curriculum for capacity building programme for engineers, decision makers and contractors on the design, execution, and maintenance of Stormwater drains / Municipal drains.
- Provide training to officials related to authority, Urban local bodies (ULBs), and other stakeholders related to project, cost effective construction technologies, and any other related technologies related to stormwater drain planning, execution, operation, management & maintenance.
- Organizing training programs with the support of premier academic institutions / institutions of repute for the capacity building of officials related to Authority, Urban local bodies (ULBs), and other stakeholders.
- Any other capacity building programs as per the requirement of authority related to Urban Drain planning, execution, operation, management & maintenance.

C. Public participation and stakeholder management

- Facilitate stakeholder collaboration between state government, utility agencies, traffic police, ULBs, technical field experts, and citizens; collaborate with relevant institutions.
- Public participation. Identify the community and media as relevant stakeholders and engage with them in the design, construction, and outreach process.

D. Development of Online Project Management Portal for Project Approval, Management and Supervision

- Phase 1: Requirements Gathering and Analysis
 1. *Conduct stakeholder interviews to gather requirements*
 2. *Analyze existing IT systems and infrastructure both at Urban Development Department and Urban Local Bodies.*
 3. *Identify functional and non-functional requirements*
 4. *Develop a detailed requirements document*
- Phase 2: Design and Prototyping
 1. *Create a visual design concept for the portal*
 2. *Develop a functional prototype for stakeholder feedback*
 3. *Conduct usability testing and gather feedback*
 4. *Refine the design and prototype based on feedback*
- Phase 3: Development and Testing
 1. *Develop the IT portal and Drainage Director¹.*

2. *Conduct unit testing, integration testing, and system testing*
3. *Perform security testing and vulnerability assessment*
4. *Conduct performance testing and optimization*

- **Phase 4: Deployment and Configuration**

1. *Deploy the portal to a production environment*
2. *Configure the portal for integrations,*
3. *Set up monitoring and logging mechanisms*
4. *Conduct post-deployment testing and quality assurance*

- **Phase 5: Training and Support**

1. *Develop user documentation and training materials*
2. *Provide training sessions for end-users and administrators*
3. *Offer ongoing support and maintenance services*
4. *Monitor portal performance and address any issues*

- **Deliverables**

1. *A fully functional Online Project Management Portal with features and functionalities as per the requirement of the Authority.*
2. *Detailed design and technical documentation*
3. *User documentation and training materials*
4. *Testing and quality assurance reports*

- **Timeline**

The portal development timeline is estimated to be 9 months from the effective date.

- **Acceptance Criteria**

The Online Project Management Portal will be considered complete when:

1. *The IT portal is fully functional and meets the requirements of the Authority.*
2. *The portal has undergone thorough testing and quality assurance.*
3. *The portal is deployed to a production environment and configured for use.*
4. *The portal has been integrated and synced with the PM-Gati Shakti portal*
4. *End-users and administrators have received training and support.*

***Note-** Each Report submitted by the personnel should be thoroughly checked and signed/mailed to the nodal/competent authority.



Annexure 2

Deployment of Key Personnel

(Reproduce the Work Plan along with list of personnel submitted by the Consultant)

Annexure 3
Cost of Services

Handwritten signature

Annexure 4

Bank Guarantee for Performance Security
(as provided by the successful bidder)

RFP-TC/801/NNN/TN/2024-2025/26

**Directorate of Local Bodies,
Department of Urban Development (GoUP)**

REQUEST FOR PROPOSAL (RFP)

for selection of

**Consulting Firm for setting up Project Management Unit (PMU)
for Implementation and Management of
“Urban Storm Water Drainage Scheme” in Uttar Pradesh**

APPENDIX

May 2025

**Directorate of Local Bodies,
Room No.306, 3rd Floor,
Urban Training & Research Centre & Directorate of Local Bodies
Sector - 7, Gomti Nagar Extension, Lucknow: 226 002**



APPENDIX 1

Form T – 1
APPLICANTS DETAILS

1.	Name of bidder	
2 (a)	Address of bidder	
(b)	Phone no:	
(c)	Fax no.	
(d)	E mail	
(e)	Website	
3	Legal status of bidder (Attach copies of original document defining the legal status). The applicant is: a) An individual b) A proprietary Firm c) A limited company or corporation.	
4	Name of authorized signatory to bid	
(a)	Designation	
(b)	Phone (Landline) Phone (Mobile)	
(c)	Fax	
(d)	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)

Form T – 2

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	Nature of the project	Client	Total Cost of the Project	Date of commencement	Date of Completion	Remarks about the completion of the project by the concerned Department (Satisfactory / Unsatisfactory)
1	2	3	4	5	6	7	8

(SIGNATURE OF AUTHORIZED SIGNATORY AND SEAL)

Final

Form T – 3

KEY PERSONNEL QUALIFICATION AND EXPERIENCE

The Qualification & Competence of the personnel proposed for the assignment as mentioned in Clause 2.13.4.

S. No.	Name of the person and Key Personnel Type	Academic Qualifications	Experience in the respective field Experience / Relevant Skill	Remarks
1	2	3	4	5

(SIGNATURE OF AUTHORIZED SIGNATORY AND SEAL)

Form T – 4

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PERSONNEL

1. Proposed Position:
2. Name of Staff:
3. Date of Birth:
4. Nationality:
5. Educational Qualification:
6. Membership of professional societies:
7. Publications:
8. Employment Record:
(List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience period of specific assignment must be clearly mentioned along with certificate for all the key personal).

9. Summary of the CV

(Furnish a summary of the above C V. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV.)

9.1 Education:

- (i) Field of Graduation and Year
- (ii) Field of post-graduation and year
- (iii) Any other specific qualification

9.2 Experience

- (i) Total experience in relevant Highway/ bridge sector/drainage/sewerage schemes
....Years.
- (ii) Responsibilities held: Years.
- (iii) Total Experience: Years
- (iii) Relevant Experience:Years.

9.3 Relevant Skill

9.4 Relevant Membership/ Fellowship of professional societies

- 9.5 Permanent Employment with the Firm (Yes/No): If yes, how many years:
If no, what is the employment: Arrangement with the firm?

Certification:

- a. I am willing to work on the project and I will be available for the entire duration of the project assignment, and I will not engage myself in any other assignment during the currency of my assignment on this project of Authority.
- b. I, the undersigned, certify that to the best of my knowledge and belief, this bio- data correctly describes myself, my qualification, my experience.
- c. I have no health issue which prevents me from delivering my duties and obligations as on date.

Signature of the Candidate

Place _____
Date _____

Signature of the Authorized Representative of the firm

Place _____
Date _____

**Form T – 5
AFFIDAVIT
(ON NON-JUDICIAL STAMP PAPER)**

I, S/o Director of M/s having 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 vide advertisement published in had invited offers for selection of Consulting Firm for setting up Project Management Unit (PMU) for Management and Operation of “Urban Storm Water Drainage” in Uttar Pradesh
3. That in response to the said advertisement as stated in paragraph (2) above, our firm has submitted its online proposal to
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 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 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 as 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 at on this the day of 2025.

Deponent: Identified by me

Form T-6

PERFORMANCE GUARANTEE FORMAT

..... has invited bids for appointing as consultant for selection of Consulting Firm for setting up Project Management Unit for Management (PMU) and Operation of "Urban Storm Water Drainage" in Uttar Pradesh.

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 DIRECTOR, an amount not exceeding Rs.lakhs on demand by DIRECTOR, in case of failure of M/s..... in fulfilling the obligations properly and timely under the said contract.

We do hereby undertake to pay the amount payable under this guarantee without demur, merely on a demand from DIRECTOR, 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 DIRECTOR, 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 DIRECTOR, 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

Form T-7

POWER OF ATTORNEY (POA)

Know all men by these presents, we _____ (name and address of the registered office of the Applicant) do hereby constitute, appoint and authorize Mr. / Ms. _____ R/o _____ (name and address of residence) who is presently employed with us and holding the position of _____, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with Request for Proposal for Consultancy Services for selection of Consulting Firm for setting up Project Management Unit for Management and Operation of "Urban Storm Water Drainage" in Uttar Pradesh." (the "Project"), including signing and submission of all documents and providing information / responses to DLB, representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and agree that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

(Signature)

(Name, Title and Address of person authorized to issue this POA)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Form T-8

LETTER OF ACCEPTANCE

(Letter head paper of the Employer's Representative)

_____(Date)

To

(Name and address of the Agency) _____

Dear Sirs,

This is to notify you that your Bid Proposal dated for (name of the Project and its NIT No., as given in the Request of Proposal) for the Contract Price of Rupees (.....) (amount in words and figures), as corrected and modified in accordance with the Instructions to Consultants is hereby accepted by DLB.

You are hereby requested to furnish Performance Security, in the form as per clause 8.0 for an amount equivalent to Rs. _____ within 15 days of the receipt of this letter of acceptance valid up to 3 months from the date of expiry of Contract i.e. up to _____ and also furnish the Non-Judicial Stamp of Rs. 100/- for signing the Agreement, failing which action as stated in Clause 3 of Section-1 will be taken.

You are requested to return enclosed Duplicate Copy of this LOA as token of acceptance of this offer within 7 days from date of issue of this letter.

Yours faithfully,

Authorized Signature
Name and title of Signatory
(Employer's Representative)

Form T-9

LETTER OF APPLICATION

Dated:

To,

The Director

.....,

Urban Development Department, GoUP

Room No-, ...^d Floor,

....., Lucknow – 226 010

Sub: Request for Proposal for Consultancy Services for selection of Consulting Firm for setting up Project Management Unit for Management and Operation of “Urban Storm Water Drainage” in Uttar Pradesh.”

Dear Sir,

While submitting our proposal in response to RFP Notice bearing number dated 2025 _____ issued by DLB -

I/we confirm that:

1. Our offer is in accordance with the terms and conditions of the RFP issued by, and we agree all the terms and conditioned mentioned in the RFP, and we have initialed each page of it to convey our acceptance;
2. 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 180 days as referred to in the RFP;
3. That (DLB), may by written notice, extend the period of proposal validity;
4. That We accept the terms and conditions stipulated in RFP for the selection process and undertakes to perform its obligations; accordingly, and
5. 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:

Appendix-II
Form- F1

S. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P (excluding GST)	TOTAL AMOUNT for 2 year With Taxes (excluding GST) in Rs. P*24
1	2	4	5	6	5*6
1	Remuneration (Key Personnel)	1	-		
1.01	Team Leader	1	24		
1.02	Urban Planner	1	24		
1.03	Senior Hydrologist	1	24		
1.04	Structural Design Expert	1	24		
1.05	Urban Flood Expert	1	24		
1.06	Construction Expert	1	24		
1.07	GIS Expert	1	24		
1.08	Procurement Expert	1	24		
1.09	IT Expert	1	24		
1.10	MIS cum Data Analyst	1	24		
2	Remuneration (Non-Key Personnel)	1	-		
2.01	Documentation cum Public Relation Specialist	1	24		
2.02	Accountant	1	24		
2.03	Computer Operator	4	24		
2.04	Multitask Staff	3	24		
SUB-TOTAL (Total Excl. GST)			(1+2)		
GST Amount (on Sub-total)		1	1		
GRAND TOTAL (Inclu. GST)				*(Amount to be entered in GeM)	
Grand Total in Words					

****NOTE:-**

- *Other Misc Expenses such as Development of Online Project Management portal and other related costs as per scope of work defined in previous sections should be included in the BASIC RATES quoted above.*
- *The Total Cumulative Value of all the 10 Key Personnel other expenses must be entered in S. No. 1.*
- *TA/DA will be as per UP Govt. GO and as per actuals.*
- *The EPF and health Insurance to the proposed team is mandatory and it will be provided as per the UP Govt. norms by the selected firm and shall be inclusive of the quoted basic cost.*
- *All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.*

- ***GST payable shall be quoted as per Applicable Rules***
- ***Bidder would be responsible for any abnormally quoted GST amount***
- ***Bidder must enter a single value of Grand total Basic monthly rates of all personnel in GeM and attach the detailed breakup cost of all personnel in excel duly signed and stamped and to be uploaded with financial Bid.***