AGRA MUNICIPAL CORPORATION



Near SurSadan, M.G. Road Agra (U.P.) – 282002 Website: -<u>www.nagarnigamagra.com</u>

Email: -amcagra1@gmail.com

Ref. No: 3382/2 15/314/2021

Dated: 21/12/2021

INVITATION OF TENDER

Agra Municipal Corporation invites online Technical and Financial Bids from eligible bidders to undertake "Selection Of Project Management Consultant (PMC) for Swachh Bharat Mission 2.0 and Swachh Survekshan 2022."

For detailed scope of work and tender conditions, prospective bidders may refer to RFP which can be downloaded from the web portal: https://etender.up.nic.in / AMC website: https://nagarnigamagra.com

Date of Publishing of Bid	23/12/2021
Bid Document Download Date	23/12/2021
Pre-bid meeting Date & Venue	28/12/2021
Last Date and Time of Submission of Bid (Online)	05/01/2022 at 12PM
Technical Bid Opening Date and Time	05/01/2022 at 2PM
Financial Bid Opening Date and Time.	Will be intimated later
Cost of Tender Document (Non-Refundable)	Rs.5000+18%GST
Earnest Money Deposit (EMD)	RS. 2Lakhs
Contact Person for any clarification	Executive Engineer, AMC Contact no. 9319406016

Nikhil Tikaram Funde (IAS) Municipal Commissioner

Copy to,

1. In-Charge Advertisement for publication in Newspapers.

Nikhil Tikaram Funde (IAS) Municipal Commissioner



Agra Municipal Corporation Invites Request for Proposal

For

Selection Of Project Management Consultant (PMC) for Swachh Bharat Mission 2.0 and Swachh Survekshan 2022

DECEMBER - 2021

AGRA MUNICIPAL CORPORATION

MG Road, Sursadan Crossing, Agra – 282 002 Email: amcagra1@gmail.com Phone No.: 0562 – 285 0670

DISCLAIMER

The information contained in this Request for Proposal document ("RFP document) or subsequently provided to Applicant(s), whether verbally or in documentary or in any other form, by or on behalf of Agra Municipal Corporation (hereafter referred to as "AGRA MUNICIPAL CORPORATION") or any of its employees or advisors, is provided to the Applicant(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided in writing.

This RFP document is intended to be and is hereby issued only to the prospective Applicants. The purpose of this RFP document is to provide the Applicant(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information that each Applicant may require. This RFP document may not be appropriate for all persons, and it is not possible for the AGRA MUNICIPAL CORPORATION, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Applicant who reads or uses this RFP document. The assumptions, assessments, statements and information contained in the RFP document 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, statements and information contained in this RFP document and where necessary obtain independent advice from appropriate sources. The AGRA MUNICIPAL CORPORATION, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, adequacy, correctness, reliability or completeness of the RFP document.

Information provided in this RFP document to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The AGRA MUNICIPAL CORPORATION accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The AGRA MUNICIPAL CORPORATION, its employees and advisors 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 document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP document and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP document or arising in any way for participation.

Agra Municipal Corporation 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 document. Agra Municipal Corporation may in its absolute discretion, but without being under any obligation

to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP document before the last date of bid submission.

The issue of this RFP document does not imply that the Agra Municipal Corporation is not bound to select an Applicant or to appoint the selected Applicant or Concessionaire, as the case may be, for the Project and the Agra Municipal Corporation reserves the right to reject all or any of the Applicants or Bids without assigning any reason whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Agra Municipal Corporation or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Applicant and the Agra Municipal Corporation 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 Bid, regardless of the conduct or outcome of the Bidding Process.

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1. DATA SHEET

S.No.	Particulars	Details				
1.	Name of the Employer:	AGRA MUNICIPAL CORPORATION				
2.	Name of the Assignment/ job:	Selection Of Project Management Consultant (PMC) for				
		Swachh Bharat Mission 2.0 and Swachh Survekshan 2022				
3.	Bid document fee	Demand draft of Rs.5,000 +18% GST is to be deposited by online mode only in the form of DD/RTGS / NEFT, in Favour of Municipal Commissioner, Agra. Account No. – 38120131718 Branch – Nagar Mahapalika, Agra IFSC Code – SBIN0003707 Note: Original DD has to be submitted in Room No. 225, office of Executive Engineer, Agra Municipal Corporation before last date of tender submission				
4.	Earnest Money Deposit (EMD)	Rs.2,00,000 (Rupees Two Lakhs Only) in the form of DD/RTGS / NEFT FDR/ BG in Nationalized/Scheduled Bank in India in Favour of Municipal Commissioner, Agra. Account No. – 38120131718 Branch – Nagar Mahapalika, Agra IFSC Code – SBIN0003707 Note: Original DD/FDR/BG/NSC has to be submitted in Room No. 225, office of Executive Engineer, Agra Municipal				
5.	Proposal validity		ion before last date of tender submars from the last date of submission			
6.	Mode of submission of the bid	Online				
7.	Downloading bid documents from		up.nic.in			
8.	Schedule of bidding process	S.No.	Event Description	Estimated date		
		a)	Sell of bid/RFP document	23/12/2021		
		b) Pre-Bid Meeting 28/12/2021				
		c) Bid Submission due date 05/01/2022 till 12PM				
		d) Opening of the Bid document 05/01/2022 at 2PM				
		e) Opening of financial bid To be decided later				

9	The Employer's representative	Executive Engineer & SBM Nodal Officer	
	is:		
	E-mail:	amcagra1@gmail.com	
10	Project Duration	1 year, subject to satisfactory delivery of services.	
12	Performance Bank Guarantee	10% of the Annual project value and this to be submitted powered of the contract.	
14	Undertaking the work	Within 07 days from the date of award of Contract	
15	For seeking any clarity/	For any technical assistance or clarity please feel free to write	
	assistance	or call directly to Nodal officer SBM Nagar Nigam, Agra.	
		Contact No.: +91-9319406016 or Email: amcagra1@gmail.com	
16	Method of Selection	QCBS Method i.e., Quality Cost Based Selection. While	
		Technical Evaluation bidder should achieve min. 60% marks &	
		above. 60% of the Weightage from the technical marks shall be	
		considered for further evaluation. The financial bid shall be	
		opened of technically qualified bidder. The one whose financial	
		rates quotes are found least will be rated max. i.e., 100% out of	
		this 40% Weightage shall be considered for further evaluation.	
		Post clubbing both Technical and financial Weightage, the one	
		who achieves maximum/ highest marks i.e., H-1, amongst the	
		technically qualified bidders, shall be considered as successful	
		bidder &will be invited for negotiation. Formula of the QCBS	
		evaluation is placed as Annexure-1	
17	Currency	Bidders must express the price of their Assignment/ job in India	
		Rupees (₹).	
18	Taxes	The bidder has to quote the financial including all taxes.	

Note:

Tender Document and other details shall be available on: - Website- http://etender.up.nic.in / AMC Website: https://nagarnigamagra.com/

Amendment to NIT, if any would be published only on website http://etender.up.nic.in

2. Standard Definitions

- (a) "Addendum" means the clarification issued against the bidder's query placed before the employer in writing before or during the pre-bid meeting. It may be release in form of addendum or corrigendum.
- (b) "Agency" means a Firm registered under Company's Act 2013, Partnership firm, Not for Profit Organization (NGO), Self Help Group (SHG) or a Proprietorship firm, providing services under Waste Management, Capacity Building, Health Hygiene, Awareness, Sanitation etc.
- (c) "Authority" here refers with Agra Municipal Corporation or Agra Nagar Nigam (AMC/ANN.
- (d) "Bidder" means any entity or person or associations of person or organization who have been requested to submit their proposals that may provide or provides the Services to the Employer under the Contract.
- (e) "Employer" means the AGRA MUNICIPAL CORPORATION who have invited the bids for the services and/ or with which the selected Bidder signs the Contract for the Services and to which the selected bidder shall provide services as per the terms and conditions and TOR of the contract.
- (f) "Government" means the Government of India/State/Local Government here it refers to AGRA MUNICIPAL CORPORATION.
- (g) "Instructions to Bidders" means the document which provides Bidders with all information needed to prepare their proposals.
- (h) "INR" means Indian Currency (Rupee).
- (i) "LOI" means the Letter of Intent being sent by the Employer to the bidders.
- (j) "Project information" means information to Bidders for project planning and financial analysis.
- (k) "RFP" means the Request for Proposal prepared by the Employer for the selection of Bidders.
- (I) "Job" means the work to be performed by the Bidder pursuant to the Contract.
- (m) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Bidder, and expected results and deliverables of the Assignment/job.
- (n) "AMC" means Agra Municipal Corporation.
- (o) "ULB" means Urban Local Body

3. Introduction

- 3.1 The Employer will select the Bidder, meeting basic eligibility criteria as mentioned in document and in accordance with the method of selection specified in the document.
- 3.2 Detailed scope of the assignment/ job has been described in the document.
- 3.3 The date, time and address for submission of the proposals has been given.
- 3.4 The Bidders are invited to submit their Proposal, for Assignment/ job named. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Bidder.
- 3.5 Bidders should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/ Job and Local conditions, the bidder may refer project information section of this document or approach the authority as desired, before the bid submission date.
- 3.6 The Employer will provide at no cost to the Bidders the inputs and facilities specified in the document, assist the bidders in obtaining licenses and permits needed to carry out the Assignment/ Job, and make available relevant project data and reports.
- 3.7 Bidders shall bear all costs associated with the preparation and submission of their proposals. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.

Need for the Project: -

There are 100 census wards and 4 Zones namely Hariparvat zone, Chatta zone, Loha Mandi zone and Tajgunj zone in this ULB, covering an area of 126.50Km² of Agra Nagar Nigam. The population of AMC area is about 19.86 lacs.

It is being stressed upon time and again for creating and infrastructure to collect, process and dispose Municipal Solid Waste in scientific way. For this, tender document has been prepared for selection of the consultant for providing advisory/ consulting services to AMC to implement best practices of Solid Waste Management/ Sanitation, Swachh Bharat Mission Guidelines and Swachh Survekshan-2022; Along with handholding support to corporation on planning, implementation, supervision and monitoring of various on-going SBM & other Urban Sanitation related projects.

4. Eligibility of Association of bidders

JV/ Consortium is not allowed.

5. Clarification and Amendment of RFP Documents

- 5.1 Bidders may request a clarification on any clause of the RFP documents on or before the pre-bid meeting only. Any request for clarification must be sent by standard electronic means to the Employer's email address indicated.
- 5.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an corrigendum/addendum by standard electronic means. The addendum shall be uploaded on the same portal and will be available to all the bidders. To give Bidders reasonable time in which to take an amendment into account in their Proposals the Employer may give time, if the amendment is substantial, extend the deadline for the submission of Proposals.

6. Conflict of Interest

- 6.1 Employer requires that Bidders provide professional, objective, and impartial advice and at all times hold the Employer's interest's paramount, strictly avoid conflicts with other Assignment/ jobs or their own corporate interests and act without any consideration for future work.
- 6.2 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
 - a) Conflicting activities: firm that has been engaged by the Employer to provide goods, works or Assignment/ job other than Assignment/ job for a project, and any of its affiliates, shall be disqualified from providing Assignment/ job related to those goods, works or Assignment/ job. Conversely, a firm hired to provide Assignment/ job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/ job other than Assignment/ job resulting from or directly related to the firm's Assignment/ job for such preparation or implementation. For the purpose of this paragraph, Assignment/ job other than consulting Assignment/ job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

- b) Conflicting Assignment/ job: A bidder shall not be hired for any Assignment/ job that, by its nature, may be in conflict with another Assignment/ job of the Bidder to be executed for the same or for another Employer. For example, a Bidder assisting an Employer in the privatization of public assets shall not purchase, nor advice purchasers of, such Assets, similarly, a Bidder hired to prepare Terms of Reference for assignment/ job shall not be hired for the Assignment/ job in question.
- c) Conflicting relationships: A Bidder that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/ job, (ii) the selection process for such Assignment/ job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.
- 6.2.1 Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the bidder fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

7. <u>Unfair Advantage</u>

If a Bidder could derive a competitive advantage from having provided consulting Assignment/ job related to the Assignment/ job in question and which is not defined as conflict of interest as per the RFP, the Employer shall make available together with this RFP all information that would in that respect give such Bidder any competitive advantage over competing Bidders.

8. Proposal

Bidders may only submit one proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified.

9. Proposal Validity

The Data Sheet to bidder indicates how long Bidders' Proposals must remain valid after the submission date. During this period, Bidders shall maintain the availability of Professional staff nominated in the Proposal and also the financial proposal unchanged. The Employer will make its best effort to complete negotiations within this period. Should the need arise; however, the Employer may request Bidders to extend the validity period of their proposals. Bidders who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal remain unchanged, or in their confirmation of extension of validity of the Proposal, Bidders could submit new staff in replacement, who would be considered in the final evaluation for contract award. Bidders who do not agree have the right to refuse to extend the validity of their Proposals; under such circumstance the Employer shall not consider such proposal for further evaluation.

10. Preparation of Proposals

- 10.1 The Proposal as well as all related correspondence exchanged by the Bidders and the Employer, shall be written in English language, unless specified otherwise.
- 10.2 In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 10.3 Depending on the nature of the Assignment/ job, Bidders are required to submit a Technical Proposal (TP) in forms provided in the RFP. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. Form Tech A is a sample letter of technical proposal which is to be submitted along with the technical proposal.

10.4 Both the proposals shall be submitted online only.

- 10.5 A brief description of the bidder's organization to be provided in Form Tech-B. In the same Form, the bidder will provide details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. For each Assignment/ job, the outline should indicate the names of Professional staff who participated, duration of the Assignment/ job, contract amount, and Bidder's involvement. Information should be provided only for those Assignment/ jobs for which the Bidder was legally contracted by the Employer as a firm within a joint venture. Bidders should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.
- 10.6 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.
- 10.7 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms. It shall list all costs associated with the Assignment/ Job. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign (if applicable) and domestic expenditures. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

11.Taxes

11.1The Bidder shall fully familiarize themselves about the applicable taxes in accordance to taxation law applicable on such services. All taxes, shall be inclusive in the bided price.

12. Currency

12.1 Bidders must express the price of their Assignment/ job in India Rupees (₹) INR.

13. Bid Processing Fees

All bidders are required to pay INR.5,000/-+18% GST online only as per their convenience, in the bank account of Municipal Commissioner, Agra.

Account No. 38120131718

Branch - Nagar Mahapalika, Agra

IFSC Code - SBIN0003707

The Bid Processing Fee is Non-Refundable. Non-submission of Bid Processing fee along with the Technical Proposal will be treated as non-responsive bid.

UTR No. of fees deposited will be mentioned in proposal submitted by Bidder.

14. Earnest Money Deposit (EMD)

- 14.1 Earnest Money Deposit
 - (a) The Applicant shall deposit an **Earnest Money Deposit (EMD) of INR.2,00,000/-(Rupees Two Lakhs only)** in accordance with the provisions of this RFP document. EMD is payable in the favour of Municipal Commissioner, Agra Nagar Nigam in the form of DD/ FDR/ Bank Guarantee issued from any Nationalized/Scheduled bank of India in favour of the ,Commissioner, Municipal Corporation, Agra.
 - (b) Proposals not accompanied by EMD shall be rejected as non-responsive.
 - (c) No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
 - (d) The EMD of the unsuccessful bidders would be returned within 30days after acceptance of LOA by the successful bidder.
- 14.2 The EMD shall be forfeited by the Employer in the following events:
 - (a) If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.
 - (b) If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
 - (c) If the bidder tries to influence the evaluation process.
 - (d) If the First ranked bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the bidder).

15. Time Period

The period for the consultancy services shall be for 12 month from the Date of Signing of the Agreement which may be extended on agreed mutual terms.

16. Submission, Receipt and Opening of Proposal

- 16.1 The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH, and FIN.
- 16.2 An authorized representative of the Bidders shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign.
- 16.3 Applicant (authorized signatory) shall submit its offer for preliminary qualification, technical and financial proposal through e-tender system. However, Tender Document Fees and Earnest Money Deposit (EMD) should be deposited as per details provided in the bid document. The bid document complete in all respect is to be submitted on or before the time of last date of submission of bid through e-procurement system. AGRA MUNICIPAL CORPORATION will not be responsible for delay in submission due to any reason.
- 16.4 Bidders who wish to participate in this proposal will have to register on e- procurement system of U.P. Govt. to participate in online proposals, bidders will have to procure Digital Signature Certificate. Bidders who already have a Valid Digital Certificate need not procure a new digital certificate. Before electronic submission of proposal, it should be ensured that all the proposal papers including conditions of contract are read, understood by the Applicant. The uploaded document of the bid shall contain no alteration, or additions, unless notified. In case, the bidder makes addition and/or correction, the provision written in the original document, read with the addendum or corrigendum issued shall prevail. However, scanned copy or proposals technical eligibility document and financial eligibility documents and all original papers related to Bank Guarantee, Power Attorney etc. should be uploaded with the technical bid. The Applicant shall provide all the information sought under this RFP document. The AGRA MUNICIPAL CORPORATION will evaluate only those Bids that are received in the required formats and complete in all respects.
- 16.5 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. Bidder shall submit their offer only in online electronic format both for technical and financial proposal and all documents should be digitally signed. However, scan/screenshot of transfer of Proposal fees, EMD and all original papers related to Bank guarantee, power of attorney etc. as mentioned in Table and should be uploaded along with the technical bid.

17. Proposal Evaluation

- 17.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.
- 17.2 Evaluation of Technical Proposals: while evaluating the Technical Proposals employer shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.
- 17.3 The employer shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet.
- 17.4 After opening of financial proposals, appropriate selection method shall be applied to determine the bidder who will be declared winner and be eligible for award of the contract. The methods of selections are described in the RFP document. This selected bidder will then be invited for negotiations, if considered necessary.

18.Award of Contract

- 18.1 After completing negotiations, the Employer shall issue a Letter of Award to the selected Bidder.
- 18.2 The bidders will sign the contract after fulfilling all the formalities/pre-conditions including Bank Guarantee as mentioned in the standard form of contract within the time period stipulated.

19. Confidentiality

- 19.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.
- 19.2 The employer reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Employer to undertake such verification shall not relieve the Applicant of its obligation or liabilities here under nor will it affect any rights of the Employer here under.

19.3 The selection process shall be governed by and construed in accordance with the laws of India and Dist. Courts at Agra and High Court of Judicature at Allahabad shall have exclusive jurisdiction and all disputes arising under pursuant to and/or in connection with the Selection Process.

20. Modification/Substitution/Withdrawal of Bids

- a. The Bidder may, with prior approval of AMC but before the Bid Due Date, modify, substitute or withdraw its Bids after submission, provided that written notice of the modification, substitution or withdrawal is received by AMC, 24 hours before the Bid Due Date and time. No Bid shall be modified or substituted or withdrawn by the Bidder after the Bid Due Date.
- b. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered to AMC in accordance with the requirements of this RFP, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- c. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the AMC, shall be rejected.
- d. Any correspondence after the Bid Due Date conveying any modifications of Bid or stipulating any conditions for acceptance of the Bids by Bidder shall be summarily rejected. In such a case, the Bidders original Bid will be considered ignoring any such correspondence or modification.

21. Procedure for Detailed evaluation of technical qualifications

The firms will be shortlisted against the pre-qualification criteria. Those who qualify/fulfill these criteria shall be considered for technical evaluation.

S.No.	Particulars	Supporting Documents to be submitted		
1.	Bid Document Fees (Rs.5,000+18% GST)	Original DD/ receipt of online payment		
2.	Earnest Money Deposit (2Lakhs)	Original DD/FDR/BG		
3.	Annual average Turnover of minimum Rs.2.0 crores during the last 3financial years (2017-2018, 2018-19 & 2019-20).	Certified Turnover Certificate issued by CA of Last three financial years must be attached. Form Tech- C		
4.	The bidder have a valid GSTIN certificate	Copy of GSTN Certificate		
5.	Whether Power(s) of Attorney for signing the bid documents has been enclosed?	Form Tech –E		
6.	Copy of Certificate of Incorporation; Partnership deed	Certificate issued from Authority		
7.	The Bidder should not be blacklisted/ debarred from any municipal corporation or government organization and it should not be Terminated under any contract by Agra Municipal Corporation.	Form Tech – D		
8.	Letter of Proposal Submission	Form Tech –A		
9.	Detail of Bidder	Form Tech – B		

22. Objective of the Project

To assist Municipal Corporation in achieving the goal of Swachh Bharat Mission (SBM) 2.0 and to work for achieving top rank in Swachh Survekshan – 2022.

23. Scope Of Work

The AMC intends to institutionalize a holistic, integrated, sustainable and environment friendly system in the city in line with the objective of "Swachh Bharat Mission". Keeping this in view, the consultant needs to inspect and study the existing practices of sanitation and provide all technical inputs/ advisory support to AMC, be it relate to procurement docs preparation, MIS report preparation, filing management and other field support services, as required or necessary for meeting the objectives. The major scope of work shall include:

Implementation of technical and economically viable sanitation and waste management plan in compliance with the Environmental Act, 1986 along with following:

- a) To co-ordinate with HOD's of various departments in Municipal Corporation and its sister concern like Uttar Pradesh Jal Nigam and DUDA for identification of gaps to achieve the goal.
- b) To work for filling the gaps by preparation of specific plans and their implementation with coordination to AMC.
- c) Preparation of Goal Plan to achieve timelines of all components of Swachh Survekshan 2022.
- d) Ensure collection of data from respective departments and submission of MIS of every month before last date on SBM portal.
- e) Preparation and uploading of documents of ODF++ and assist inspection team on ground while field verification and assure ODF++ recertification .
- f) Preparation and uploading of documents of Safai Mitra Suraksha Challenge and assist inspection team on ground.
- g) Preparation and uploading of star rating documents. Achieve atleast 5star on desktop assessment as well as on Ground assessment. Also assist inspection team on ground while field verification.
- h) Preparation and uploading of Citizen Engagement documents. Also assist inspection team on ground while field verification.
- i) Preparation and uploading of Survekshan Documents. Also assist inspection team on ground while field verification.
- j) Plan IEC calendar and schedules with respect to Swachh Survekshan- 2022 toolkit and Co-ordinate with the implementing agencies.
- k) Identify, Plan, design, implement, supervise, monitor and ensure fulfill of Gaps on field with respect to Swachh Survekshan 2022 Toolkit.
- 1) To help AMC to make procurements to support SBM and undertake various activities with support of AMC to achieve the set objectives.

24. Manpower Required

To perform the above scope of work the selected bidder should provide at least following manpower:

Total	Contract Period (Min)	12 Months
Sr.	Particular	Requirements
a)	Project Manager	1
b)	Tender and Procurement Expert	1
c)	MIS Expert	1
d)	ODF++ , Water+ and safai Mitra Suraksha Challenge Documentation and Field Expert	1
e)	Garbage Free City Star Rating Documentation and Field Expert	1
F)	SBM IEC Expert	1

25. Team Composition

Sr.	Position	Minimum Qualification and Experience	Job Responsibility
a.)	Project Manger	 M.Tech/M.E. in Environmental Engineering and graduate in Civil Engineering and experience of atleast 10 years At-least 5 years of experience as Team Leader At-least 5 Years of experience in SBM & Swachh Survekshan 	 Overall in charge of PMC team and responsible for ranking in Swachh Survekshan-2022. Co-ordinate with various In-house and out Department for collection of existing data and identification of gaps. Planning for gaps filling Monitor gaps filling implementation work of PMC team
b.)	Tender and Procurement Expert	 Graduate in Civil Engineering and Masters in Environmental Engineering Minimum 3 years of experience in relevant field and Swachh 	 Preparation of Tender document and processing of received bids. Coordinate with successful bidders for implementation of project within time

		Survekshan	frame
c.)	MIS Expert	 Graduate in Civil Engineering and experience of atleast 5 years. Minimum 3 years of Experience in relevant field, SBM and Swachh Survekshan 	 Collection of data and uploading on respective portals within stipulated time frame Co-ordinate with project manager for identification of gaps
d.)	ODF++ Documentation and Field Expert	 Engineering graduate in Civil Engineering Minimum 3 years of Experience in relevant field, SBM and Swachh Survekshan 	 Identify Gaps and prepare a strategy to fulfill the gaps on ground to achieve Water+ Preparation and uploading of data related to ODF++ and safai Mitra Suraksha challenge on portal. Assist Inspection team while field verification
e.)	Star Rating Documentation and Field Expert	 Engineering graduate in Civil Engineering Minimum 3 years of Experience in relevant field, SBM and Swachh Survekshan 	 Identify Gaps and prepare a strategy to fulfill the gaps on ground to achieve 5star Preparation and uploading of data related to star rating on portal. Assist Inspection team while field verification
f.)	IEC Expert	Any graduate/ post graduate having Minimum 7 years of Experience in relevant field, SBM and Swachh Survekshan	 Uploading of various activities on respective portals Ensure proper citizen engagement to achieve sufficient citizen voice.

Note:- All the deployments will be made only after the approval from AMC.

26. Office Space:

- Office space shall be provided within the AMC office Building to the PMC team along with infrastructure.
- As per the requirement ascertained, vehicle shall also be allocated to the PMC, for official use only.

27. The Evaluation Criteria/ Parameter:

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

Sr.	Evaluation parameter	M.M
	(Bidder should enclose Completion certificate issued from Municipal	(100marks)
	corporation will be considered for evaluation in all the marking criteria)	
	Note :- Self certification will not be considered for any marking criteria	
1.	Project Management Consultant (PMC) of Swachh Bharat Mission (SBM) and	20 marks
	Swachh Survekshan in Million + city	
	Equal7 or more such satisfactory completed projects	20 Marks
	Equal to 4 to 6 satisfactory completed projects	15 Marks
	Equal to 1 to 3 projects satisfactory completed projects	10 Marks
2.	Bidder serving in a ULB as PMC and that ULB has achieved Swachhata	30 Marks
	Sarvekshan 2021 Million + city category Ranking	
	Bidder serving the city comes under Top 5	30 Marks
	Bidder serving the city comes under Top 10	20 Marks
	Bidder serving the city comes under Top 15	10 Marks
3.	Bidder serving in a ULB as PMC and that ULB has achieved star ranking	20 Marks
	5star or more	20
	3star	10
4.	Proposed methodology and work plan in response to scope of work	30 Marks
	(Qualified bidders will be invited for a PowerPoint presentation on proposed	
	methodology and work plan)	
	TOTAL MAXIMUM MARKS (I + II + III + IV)	100

Note: Bids of only those bidders who qualify technically (above 60 marks) will be considered for financial evaluation.

28. Extension of the Project

If the successful bidder works in such a manner that the ULB comes under top 10 in Million+ category of Swachh Survekshan-2022

29. Payment terms

The payment shall be made as under for the bid proposed activities:

- a) The bid has to be quoted on fixed monthly fee towards the PMC / Lump sum.
- b) The contract payment will be made on a monthly basis to the Agency duly making deductions (if any, towards the taxes applicable as per the Government Rules).
- c) Consultant shall submit his monthly bill in the 1st week of every month.
- d) The payment will be released at the earliest by AMC.

30.Penalty

a) If the successful bidder fails to deploy full team at any time of the project Rs.10,000/- Per day per employee will be imposed.

31. Termination Clause

- a) After repetition of instructions and warnings received from AMC officials, if Successful Bidder will not improve their work and follow the instructions contract will be terminated.
- b) If 100% deployment is not found for regular 15days, contract will be terminated.

Technical Proposal – Standard Forms

FORM TECH- A LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To,

[Name and address of Employer]

Dear Sir,

We, the undersigned, offer to provide the job for [Insert title of Assignment/ job] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal with requisite EMD and bid processing fees.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

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

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

We remain.

Yours sincerely,

Authorized Signatory [In full and initials]

Name and Title of Signatory:

Name of Firm: Address:

FORM TECH – B

Format for Details of Bidder

1. Details of Bidder

a.	Name of bidder with full address	:	
b.	Tel. No.	:	
c.	Fax No.	:	
d.	Email	:	
e.	Year of Incorporation.	:	
f.	Name and address of the person holding the Power of Attorney.	:	
g.	(i) Place of Business.	:	
2.	(ii) Date of Registration.	:	
h.	Name of Bankers with full address.	:	
i.	GSTN Registration Number (copy).	:	
j.	Permanente Account Number (copy).		
k.	Are you presently debarred / Blacklisted by any Government Department / Public Sector Undertaking / Any Employer? (If yes, please furnished details)	:	
1.	Name and details (Tel / Mobile / E mail) of contact persons	:	

Form Tech – C Format for Financial Capability of the Bidder

(Equivalent in Rs. crores)

Bidder*(Name of Bidder)						
FY	2017-18	2018-19	2019-20	Total	Average	
Annual Turnover						
Certificate from the	Statutory Audit	or				
•	This is to certify that					
Name of the audit firm	m:					
Seal of the audit firm	Seal of the audit firm					
Date:						
(Signature, name and	l designation of th	e authorized sig	natory)			

- The Bidder should provide the Financial Capability based on its own financial statements. Financial Capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.
- Bidder should fill in details as per the row titled Annual turnover in the row below.

FORM TECH - D

Letter for Blacklisting

[Location, Date]

To,

[Name and address of Employer]

Subject: Letter of Declaration for not have been Blacklisted/ Debarred from an/ terminated from Agra Municipal Corporation/ withdrawn or fail to execute the services in accordance with tender/ agreement with any ULB by either Lead Bidder or Consortium

We, [Name of Firm] have not been black listed/ debarred by any department /ULB or any organization of India of contract except for reasons of convenience of employer by any Government department/ Government board/ Corporation/ Company/ Statutory Body/ PSU Company/ Non-Government/ Government of any sovereign countries/ Private agencies and Funding Agencies in the last 5 years and terminated from Agra Municipal Corporation. Also, neither our company or consortium has failed to take up the contract in last 3 years, despite being announced as successful bidder.

Incase declaration made by us found not correct, authority has the rights to reject our proposal or agreement at any stage and forfeit our EMD and Performance Bank Guarantee.

For [Name of Firm],

Authorized Signatory [In full and initials]

Name and Title of Signatory:

Name of Firm:

Address:

FORM TECH - E

Power of Attorney for signing of Application

Know all men by these presents, We
Project proposed or being developed by the AGRA MUNICIPAL CORPORATION (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the AGRA MUNICIPAL CORPORATION.
AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall always be deemed to have been done by us.
IN WITNESS WHEREOF WE,, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20

	For
	(Signature, name, designation and address)
Witnesses:	
1.	
2.	
	(Notarised)
Selection of Concessionaire for this PPP project	
Accepted	
(Signature)	
(Name, Title and Address of the Attorney)	
Notes:	

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

FORM TECH – F

FORMAT FOR BID SECURITY

(To be issued by the Bank, as defined in this RFP)

Date.....

B.G. No.....

1.	In consideration of the (hereinafter called "Authority which expression shall include any entity which Authority may designate for the purpose) having agreed, inter-alia to consider the bid of(hereinafter referred to the "Bidder" which expression shall include their respective successors and assigns) which will be furnished in accordance with the terms of the Request for Proposals for the Project ([Project Name] (hereinafter called the "RFP") in lieu of the Bidder being required to make a cash deposit, we
2.	do at the instance of the Bidder hereby unconditionally and irrevocably undertake to pay a primary obligor and not as surety only to Authority without protest or demand and without any proof o condition the sum of Rs(in words). We, the Bank, do hereby unconditionally and irrevocably undertake to pay forth with (and in any even within three days) the amounts due and payable under this Guarantee without any
3.	delay or demur merely on a written demand from Authority stating that the amount claimed is due by reason of the occurrence of any of the events referred to in the RFP. Any such demand made of the Bank by Authority shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, the Bank's liability under 'this Guarantee shall be restricted to an amount not exceeding Rs (in words). We, the Bank unconditionally undertake to pay to Authority any money so demanded under this Guarantee notwithstanding any dispute or disputes raised by the Bidde or any other party including in any suit or proceeding pending before any court or tribunal relating thereto or any instructions or purported instructions by the Bidder or any other party to
4.	the Bank not to pay or for any cause to withhold or defer payment to Authority under this Guarantee. The Bank's liability under this Guarantee is irrevocable, unconditional, absolute and unequivocal. The payment so made by the Bank under this Guarantee shall be a valid discharge of the bank's liability for payment here under and the Bidder shall have no claim against the Bank for making such payment. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect up to and until hours on the date i.e

- 5. We, the Bank further agree that Authority shall have the fullest liberty without the Bank's consent and without affecting in any manner the Bank's obligation hereunder to vary any of the terms and conditions of **RFP** or to extend or postpone the time of performance the Bidder or any other party from time to time or postpone for any time or from time to time any of the powers exercise able by Authority against the Bidder or any of them and to enforce from enforcing any of the terms and conditions relating to the RFP and the Bank shall not be for bearance act or relieved from its liability bv reason or anv omission on the of Authority, or any indulgence given by Authority to the Bidder or any other party or by any such matter or thing whatsoever which under the law relating to securities would, but for this provision, have the effect of so relieving the Bank.
- 6. To give full effect to the obligations herein contained, Authority shall be entitled to act against the Bank as primary obligor in respect of all claims subject of this Guarantee and it shall not be necessary for Authority to proceed against the Bidder or any other party before proceeding against the Bank under this Guarantee and the Guarantee herein contained shall been forceable against the bank as principal obligor.
- 7. This Guarantee will not be discharged or affected in any way by the liquidation or winding up or dissolution or change of constitution or in solvency of the Bidder or of any individual member of the Bidder or any other party or any change in the legal constitution or in solvency of the Bidder or any other party or any change in the legal constitution of the Bank or Authority.
- 8. In case the bank delays in making payment within 15 days of invocation of the guarantee, the bank is liable to pay interest on the amount due @ Bank PLR beyond the 15 days from the date of receipt of invocation letter by the bank.

We, the bank undertake not to assign or revoke this Guarantee during its currency except with the previous consent of Authority in writing.

Not with standing anything contained herein.

Designation

- a. Our liability under the Bank Guarantee shall not exceed (in word).
- b. The Bank Guarantee shall be valid upto [date], 20 .
- c. Unless acclaimed or a demand in writing is made upon us on or before guarantee shall cease.

Address of the controlling office of the issuing branch with phone number and fax number to be provided by Quick Reply.

(Signature with Date)

 $Financial\ Proposal-Standard\ Forms$

FORM -FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

Financial Proposal Submission Form Format

(To be submitted online only)

Name of Warley Calcation	Tender Inviting Authority: Agra Nagar Nigam, Agra				
	Of Project Management Consultant (PMC) for Swachh Bharat Mission 2.0 and				
Swachh Survekshan 202	<u>)</u>				
Contract No.					
Name of the Bidder/					
Bidding Firm /					
Company:					
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)					

SI. No.	Item Description	Quant ity	Unit s	Basic Rate per month including all taxes in Rs. P	TOTAL AMOUN T Per Month including all Taxes in Rs. P	TOTAL AMOUN T I Per Month including all Taxes Words
1.	Selection Of Project Management Consultant (PMC) for Swachh Bharat Mission 2.0 and Swachh	1	No.		0.00	INR Zero Only
	Survekshan 2022					

ANNEXURE-1

Quality Cost Based System Selection Formula Applied

STAGE 1: TECHNICAL BIDS EVALUATION

Bidder details	Technical Mark Obtained
Bidder1	92
Bidder2	85
Bidder3	55
Bidder4	75

QCBS Grading System

Grade	Range	Marks
Outstanding	91-100	100
Excellent	81-90	90
Very Good	71-80	80
Good	61-70	70
Very Fair	51-60	60
Fair	41-50	50
Average	31-40	40
Below Average	21-30	30
Poor	11-20	20
Very Poor	1-10	10
Zero	0	0

STAGE 2: Conversion of Technical Marks to Technical Score

Bidder details	Technical Score based on Grading System
Bidder1	100
Bidder2	90
Bidder3	Rejected *
Bidder4	80

^{*}Since the eligible technical score should be 70 &above, bidder 3 is rejected

STAGE 3: FINANCIAL BID EVALUATION

Bidder details	Financial Bid Amount
Bidder1	1,30,000
Bidder2	1,20,000
Bidder4	1,00,000

Stage 4: Conversion of financial bid amount to score

Bidder	Financial Bid	Financial Score
Details	Amount	(LFB/F*100)
Bidder1	1,30,000	100000/130000*100=76.92
Bidder2	1,20,000	100000/120000*100= 83.33
Bidder4	1,00,000	100

LFB = Lowest Financial Bid, F = Quoted Amount

Consolidated Technical & Financial Score

Bidder Details	Technical Score	Financial Score
Bidder 1	100	76.92
Bidder 2	90	83.33
Bidder 4	80	100

Stage 5: Combined Technical and Financial Score (CTFS) With Weightage 70:30

Bidder Details	Applying weights for the	CTFS	Rank of the Bidder
	Technical Score & Financial Score		
Bidder1	100*(70/100) + 76.92*(30/100)	93.07 (70+23.7)	H1
Bidder2	90*(70/100) + 83.33*(30/100)	87.99 (63+24.99)	H2
Bidder4	80*(70/100) + 100*(30/100)	86 (56+30)	Н3

As per the above table Bidder1 having scored highest is hereby successful Bidder