AGRA MUNICIPAL CORPORATION

Near Sur Sadan, M.G. Road Agra (U.P.) -282002
Website: -www.nagarnigamagra.com
Email: -amcagra1@gmail.com

Ref. No:478/D/EE/2023 Date: 16.10.2023

INVITATION OF TENDER

Agra Municipal Corporation invites online Technical and Financial Bids from eligible bidders to undertake "Selection of Monitoring and Performance Improvement Support Unit at Agra Nagar Nigam (ANN)."

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 on newspaper	17/10/2023
Bid Document Download Date	17/10/2023 from 12:00 P.M.
Pre-bid meeting Date	25/10/2023 at 12:00 P.M.
Last Date and Time of Submission of Bid (Online)	31/10/2023 till 12:00 P.M.
Technical Bid Opening Date and Time	31/10/2023 at 2:00 P.M.
Financial Bid Opening Date and Time.	Will be intimated later
Cost of Tender Document (Non-Refundable)	Rs.11800 /- (including 18% GST)
Earnest Money Deposit (EMD)	Rs. 3.00 Lakhs
Contact Person for any clarification	Environment Engineer, AMC Contact no. 7300740631

(Pankaj Bhushan)
Environment Engineer
Agra Municipal Corporation

Copy to,

1. In-Charge Advertisement for publication in Newspapers.
2. IT Officer for necessary action.

आगरा नगर निगम
AGRA NAGAR NIGAM

REQUEST FOR PROPOSAL

FOR

Selection of Monitoring and Performance Improvement Support Unit at Agra Nagar Nigam (ANN)

eTender Portal: https://etender.up.nic.in

S	Particulars	Date	Time
1	Date of Publishing	17/10/2023	12:00 P.M.
2	Bid Submission Start Date	17/10/2023	12:00 P.M.
3	Bid Submission End Date	31/10/2023	12:00 P.M.
4	Opening of Technical eBid	31/10/2023	2:00 P.M.
5	Opening of Financial eBids	To be informed at a later stage	

Tender Inviting Authority:

Municipal Commissioner

Agra Nagar Nigam

Near Soorsadan, M.G. Road,

Sanjay Place, Agra – 282002,

Email:amcagra1@gmail.com

Tender Fee: **INR 11,800 /- (including 18% GST)**

EMD: **INR 3,00,000 /-**

No Consortium allowed

आगरा नगर निगम
AGRA NAGAR NIGAM

eBID NOTICE

for

REQUEST FOR PROPOSAL

FOR

Selection of Monitoring and Performance Improvement Support Unit at Agra Nagar Nigam (ANN)

Online eBids are invited from Consultant Companies, for the "**Selection of Monitoring and Performance Improvement Support Unit at Agra Nagar Nigam (ANN)**. The Technical eBids shall be opened on 16/10/2023 at 2:00 P.M. Hours or afterwards. The details of submission of eBids are available in the RFP document uploaded on the eTender Portal https://etender.up.nic.in. The Corporation reserves the right to cancel any or all the eBids or annul the Bidding process without assigning any reason thereof.

Municipal Commissioner

Agra Nagar Nigam

Near Soorsadan, M.G. Road,

Sanjay Place, Agra – 282002,

Email: amcagra1@gmail.com

Disclaimer

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

This RFP is not an agreement and is neither an offer nor invitation by the ANN to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their technical proposals and financial offers pursuant to this RFP (the "Proposal").

This RFP includes statements, which reflect various assumptions and assessments arrived at by the ANN in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the ANN, its employees or advisors to consider the investment objectives, financial situation and need of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. ANN accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. ANN, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage. The ANN also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. ANN may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that is bound to select a Bidder or to appoint the Selected Bidder for the Assignment and the ANN reserves the right to reject all or any of the Bidders or Proposals without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by ANN or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will be borne by the bidder. ANN shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

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SECTION I: LETTER OF INVITATION

1. Through this Request for Proposal (RFP), it is intended to invite e-Bids for "**Selection of Monitoring and Performance Improvement Support Unit at Agra Nagar Nigam (ANN)**".
2. Bidders are advised to study the eBid document carefully.
3. Submission of eBids against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the eBid document with full understanding and its implications.
4. The Corporation may, at its own discretion, extend the date for submission of eBids. In such case all the rights and obligations of the Corporation and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
5. The eBid document is available on eTender portal https://etender.up.nic.in Interested Bidders may view, download the eBid document, seek clarification and submit their eBids online only on eTender portal https://etender.up.nic.in, up to the date and time mentioned in the table below:

Name of work	Request For Proposal (RFP) For "**Selection of Monitoring and Performance Improvement Support Unit at Agra Nagar Nigam (ANN)**"
Date of Publication of e-Bid notice	17/10/2023 on e-Tender Portal https://etender.up.nic.in
Last date for submission of eBids on eTender portal	31/10/2023 up to 12:00 P.M.
Site for Submission of e-Bids	eTender Portal https://etender.up.nic.in
eBid Inviting Officer	Municipal Commissioner, Agra Nagar Nigam
Date of Opening of Technical eBids	31/10/2023 at 2:00 P.M.or afterwards
Date of Opening of Financial e-Bids	To be informed at a later stage
Venue of Opening of eBids	Agra Nagar Nigam Near Soorsadan, M.G. Road, Sanjay Place, Agra – 282002
Contact addresses	Er. Pankaj Bhushan Environment Engineer (7300740631) amcagra1@gmail.com

6. ANN reserves the right to cancel any or all the eBids or annul the eBid process without assigning any reason thereof.
7. The Bidders must upload all the required documents electronically in the PDF format except for the Financial Proposal Submission Form (BOQ) which will be electronically uploaded on the prescribed XLS format only on eTender portal https://etender.up.nic.in. It is suggested that the PDF Files should be made in gray scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the eTender portal https://etender.up.nic.in. The required electronic documents for each document label of Technical (Fee details, Annexure etc) schedules/packets can be clubbed together to make single different files for each label. The size of Single label file should preferably not to exceed 20-25 MB size.

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

2.1. The Bidding Document

2.1.1. Availability of e-Tender Document

This eTender document is available on the eTender portal http://etender.up.nic.in to enable the Bidders to view and download the Bidding document, submit their eBids online up to the last date and time mentioned in eTender document only on eTender portal http://etender.up.nic.in.

2.1.2. Contents of eBid Document

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

- SECTION I: LETTER OF INVITATION
- SECTION II: INSTRUCTIONS TO BIDDERS (ITB)
- SECTION III: TERMS OF REFERENCE (TOR)
- SECTION IV: BID EVALUATION PROCESS
- SECTION V: STANDARD TERMS AND CONDITIONS
- SECTION VI: ANNEXURES: STANDARD FORMS

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

2.1.3. Pre-Bid Queries/Clarifications of eTender Documents

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

2.1.4. Amendment of eTender Document

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

It shall be the sole responsibility of the prospective Bidders to check the eTender portal https://etender.up.nic.in from time to time for any amendment in the eBid document. In case of failure to get the amendments, if any, the ANN shall not be responsible for any negligence on part of the Bidder.

In order to allow prospective Bidders a reasonable time to take the amendment into account in

preparing their eBids, ANN at its discretion, may extend the deadline for the submission of eBids. Such extensions shall be posted/up-loaded on the eTender portal https://etender.up.nic.in.

2.2. Preparation and submission of ebids

2.2.1. Documents Constituting the eBid

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

- Technical Proposal (including Covering Letter for Technical Proposal Submission Form (Annexure I to Annexure V)
- Financial Proposal Submission Form (BOQ) which will be electronically uploaded on the prescribed XLS format only on eTender portal https://etender.up.nic.in

2.2.2. Documents Establishing Bidder's Qualification

The Bidder shall furnish, as part of **Standard Forms (**Annexure I to V**)**, documents establishing the Technical qualification to perform the Contract. The Bidder electronically in the PDF format should submit the documentary evidence in support of the information furnished. The Bidder's eligibility criteria and selection procedure are defined in **Section-IV** of eTender document.

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

2.2.3. Period of Validity of eBids

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

2.2.4. Format and signing of eBids

The Bidder shall prepare the electronic copy for the eBids (in pdf format) and upload the eBids on eTender Portal https://etender.up.nic.in through the bidder's Digital Signature Certificate (DSC).

2.2.5. EMD and Tender Fee

Tender Fee of Rs. 10,000 plus 18% GST (Rs. 11,800/-) only to be paid online to the account of Agra Nagar Nigam; details of account of Agra Nagar Nigam is mentioned below:

Beneficiary Name : Agra Nagar Nigam

Account No. – 38120131718

Branch – Nagar Mahapalika, Agra

IFSC Code – SBIN0003707

EMD of Rs. 3,00,000 in the form of online payment to above account details or bank guarantee to be submitted to Agra Nagar Nigam. Hard copy of Bank Guarantee should be submitted to Agra Nagar Nigam.

EMD in the form of Bank Guarantee shall be irrevocable and unconditional and should be issued by Scheduled Bank acceptable to ANN, payable on demand, for the due performance and fulfillment of the Agreement by the Bidder.

2.2.6. Submission of eBids

The Bidders should submit their bids online only in the Submission module of eTender Portal https://etender.up.nic.in. The Bids shall be submitted only from the Bid Submission Start Date till the Bid Submission End Date and time given in the eTender Portal https://etender.up.nic.in. Therefore, Bidders are advised to submit the eBids well advance in time.

The proposal and all correspondence and documents shall be written in English. In case of accompanying literature or brochures etc. being in a language other than English, a certified translation should accompany the documents as a part of the RFP. All proposals and accompanying documentation will become the property of ANN and will not be returned. The bidders should submit their eBid considering the Server time displayed on the eTender Portal https://etender.up.nic.in. This server time is the time by which the eBid submission activity will be allowed till the permissible time on the last/end date of submission of eBids indicated in the e-tender schedule.

Once the eBid submission date and time is over, the bidders cannot submit their eBid. The bidders shall only be held responsible for any delay and whatsoever reason in submission of eBid.

ANN may, at its discretion extend this deadline for submission or opening of eBid by amending the eBid document, in which case all rights and obligations of the Corporation and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

The procedure for submission of eBids by the bidders on eTender Portal https://etender.up.nic.in is already available on the eTender Portal https:

//etender.up.nic.in and also on ANN's website www.ANN.in .

2.2.7. Deadline for Submission of eBids

eBids must be submitted by the Bidders on eTender portal http://etender.up.nic.in, not later than the date and time specified in this eTender document.

The ANN may extend this deadline for submission of eBids (i.e. Bid Submission End Date and Time) by amending the eTender document in accordance with ITB Clause 2.1.4, in which case all rights and obligations of the ANN and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

ANN shall not consider any request for date-extension for eBid-submission on account of late downloading of eTender (RFP) by any prospective Bidder. eBids should be uploaded on eTender portal https://etender.up.nic.in on or before the date and time as mentioned in Section I.

2.2.8. Late eBids

The server time indicated in the Bid Management window on the eTender portal https://etender.up.nic.in will be the time by which the eBids submission activity will be allowed till the permissible date and time scheduled in the eTender. Once the eBids submission date and time is over, the Bidder cannot submit his/her Bid.

Bidder has to start the eBid Submission well in advance so that the submission process passes off smoothly. The Bidder only, will be held responsible if his/her eBids are not submitted in time due to any reasons.

2.2.9. Withdrawal and Resubmission of eBids

At any point of time, a Bidder can withdraw his/her eBids submitted online before the eBids submission end date and time. For withdrawing, the Bidder should first log in using his/ her Login Id and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal http://etender.up.nic.in. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the Bidder has to click "Yes" to the message "Do you want to withdraw this Bid?" displayed in the Bid Information window for the selected Bid. The Bidder also has to enter the Bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the “Submit" button. The Bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected Bid. Once the Bidder has withdrawn his /her Bid he/she cannot re-submit this Bid again.

The Bidder can resubmit his/ her eBids as and when required till the Bid submission end date and time. The new one bid will replace the eBids submitted earlier. The payment made by the Bidder earlier will be used for revised eBids and the new Bid submission summary generated after the successful submission of the revised eBids will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/ her Login ID and Password and subsequently by his/ her Digital Signature Certificate on the eTender procurement portal http://etender.up.nic.in. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised eBids documents by following the methodology provided in clause 2.2.6 (submission of eBids) above.

The Bidders can submit their revised Bids as many times as possible by uploading their eBids documents within the scheduled date & time for submission of eBids.

No eBids can be resubmitted subsequently after the deadline for submission of eBids.

2.3. Receipt and Opening of eBids by the Purchaser

Bidders are advised to submit their eBids in `Two-Bid’ system with Technical and Financial bids separately on eTender portal.

Please note that prices should not be quoted in the Technical Bid. The Prices should be quoted in the Financial Bid only. On receipt on eTender portal, the technical proposals will be opened by Tender Evaluation Committee (TEC) members.

ANN will open all eBids, in the presence of bidder’s authorized representatives who choose to attend at at date, time and address mentioned in Section I. The bidder’s representatives who are present shall record their attendance on the attendance sheet. In the event of the specified date of eBid opening being declared a holiday for the Purchaser, the eBids shall be opened at the appointed time and place on the next working day.

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

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

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

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

2.5. Notification of Award Notification to Bidder

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

2.6. Signing of Agreement

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

2.7. Failure to abide by the Agreement

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event ANN may forfeit the EMD/ Performance Bank Guarantee. The contract will be then awarded to the next Bidder by the process of Re-Tendering.

2.8. Bank Guarantee for Performance

The successful Bidder shall at his own expense will deposit with ANN, within 15 (fifteen) days after the receipt of notification of award of the Contract (Letter of Intent) from ANN, an unconditional and irrevocable Performance Bank Guarantee (PBG) of amount INR 10,00,000 (Ten Lakhs only) value from a Scheduled Bank acceptable to ANN, payable on demand, for the due performance and fulfillment of the Agreement by the Bidder.

This Performance Guarantee shall be for an amount of INR 10,00,000 (Ten Lakhs only). All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for three months post completion of the project satisfactorily. Subject to the terms and conditions in the performance Bank Guarantee, at the end of three months, the Performance Bank Guarantee may be discharged/ returned by ANN upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee.

SECTION III: TERMS OF REFERENCE (TOR)

3.1. Background Information

Agra Nagar Nigam was established under the provisions of the Uttar Pradesh Municipal Corporations Adhiniyam of 1959, making necessary amendments from time to time. It has been categorized as Urban Local Body under the provisions of the 74th Amendment of the Constitution, where the rights duties, functions and administration has been streamlined as per the act. Agra city is governed by Agra Municipal Corporation or Agra Nagar Nigam (ANN). In totality, it covers 144 square kilometres across 4 zones across 98 wards. According to latest figure available, Agra city has a population of 54.65 lakhs and density of 1,084 people per sq.km.

Rapid urbanization, growing needs of the citizens for efficient & effective service delivery, better civic amenities thereby providing better living standards, the activities of the department have multiplied manifolds. For efficient and effective service delivery, the Department is encouraging replacement of traditional delivery system of public services by new and improved system of governance that works better, costs less and is capable of serving the citizens' needs with ease.

The Nagar Nigam has various general functions such as providing basic infrastructure such as roads, streetlights, maintenance of roads, providing basic health and educational centres, etc. As per departmental data 2020, the population of Agra has increased to 54.65 Lakhs in 2024. Most of the population in Agra (98%) uses onsite sanitation systems, and there is no practice of open defecation.

ANN is the nodal agency responsible for management and development of the urban areas under its jurisdiction in Agra. ANN undertakes multiple activities in the ANN area to ensure that the city is liveable for its citizens. Several vendors/suppliers are also involved in providing goods/services to the ANN as part of these ongoing activities, which pertain to various aspects of citizen centric services like city planning, provision of essential services, city sanitation and waste management, upkeep and management of public spaces like parks, playgrounds, parking spots, vending zones etc. Further, ANN plans to undertake multiple new activities dovetailed with existing development plans, and with the overarching objective of ensuring delivery of high-quality services and improving quality of life in Agra.

The achievement of the above-mentioned objectives is possible only through comprehensive planning and monitoring, that is geared towards performance improvement of all stakeholders that are a part of service delivery at the corporation. In line with the same, ANN intends to appoint a consultant to support them in improving the implementation of various projects/programs of the central and state government that are being implemented in the city and liaison with the central and state government departments to seek necessary funds. The consultants will be responsible for identify the baseline status of the city corporation on various paraments set up by the centre & state governments, identify the areas of improvement, draw out a plan for improving the parameters and set up a process/mechanism for regular reporting & data management. The detailed scope is provided in sections below.

3.2. Scope of work

ANN intends to develop a citizen-friendly, integrated, and sustainable city through efficient delivery of services. Keeping this in view, the Consultant will be required to provide advisory support in relation to various State and National level programs/reporting requirements. The Consultant will be required to assist in defining & enabling process, setting up of monitoring formats, regular reviews, documents' preparation, report preparation, filing management and other support services, as required or necessary for meeting the ANN's objectives pertaining to the above-mentioned programs/reporting requirements.

These include but are not limited to Swacch Survekshan, Peyjal Survekshan, Swacch Vayu Survekshan etc. and related certifications such as ODF+/ODF++/Water+/GFC star rating, etc. The list of programs/schemes to be covered as part of SoW of the Consultant will be dynamic and may change based on the changing priorities.

Additional programs/schemes may be added to the scope of services (within the definition outlined above) during the project duration based on consensus between ANN and Consultant.

The scope of work for the consultant can be grouped under the following four major tasks:

1. Progress monitoring
2. Performance improvement
3. Coordination and stakeholder management
4. Other support tasks

Detailed scope of services is given below:

3.2.1 Progress monitoring

The consultant shall monitor the progress of all the projects / interventions that are ongoing and proposed in the city of Agra under various Central and State Government programs and through their own funds decided in discussion with the Municipal Commissioner. The tasks would include the following:

(i) Consolidate and compile a master-list of ongoing projects / interventions / activities in consultation with ANN

(ii) Review the progress of all identified ongoing activities against agreed milestones, after a thorough study of the agreements signed with vendors for the same

(iii) Review of processes/SOPs (manual or otherwise) that have been set up in individual projects/programs including information flow/approval matrix for their efficacy for the projects

(iv) Review resource planning and allocation requirements for the projects

(v) Highlight deviations, risks and challenges observed while reviewing the projects as a part of the report and identify mitigation plan wherever feasible

(vi) Undertake discussions with implementing partners to understand their perspective on the progress and ensure the views, if relevant, are captured

(vii) Review the current process for implementing and monitoring activities that are being used by ANN and redefine the process for efficiency improvement

(viii) Define a cycle for conducting periodic reviews, undertake reviews and prepare regular reports for the ANN

(ix) Assist ANN in meeting its obligations towards vendors/suppliers in ongoing projects, to ensure compliance (including timely communication to vendors/suppliers)

(x) Assist ANN in monitoring of work schedules, their physical and financial progresses, other MIS reporting as per requirements of ANN

3.2.2 Performance improvement

As part of this, the Consultant will undertake the following tasks:

(i) Envision, conceptualise, and facilitate implementation of new activities/interventions which are in sync with ANN's objectives. These activities/interventions may pertain to the following (indicative list):

a. Preparing concept plans for local area improvements

b. Enhancing the scope of existing projects w.r.t. performance improvement, environmental sustainability, socio-cultural aspects;

c. Achieving compliance with SWM Rues (2016);

d. Strengthening the building regulations

e. Improving citizens' interface for services and information;

(ii) Define mechanisms for implementation of identified interventions. The implementation could be through third party vendors, collaborations with non-government organisations and educational institutes etc.

(iii) Define SMART SLAs/SLBs/KPIs etc. against which performance can be measured and monitored.

(iv) Creating a project plan with a structured representation of the project's performance, helping you analyze its feasibility, expected returns, and potential risks and regularly update the model with real data as the project progresses to refine your forecasts and improve the accuracy of your projections.

(v) Creating a plan for utilizing unused funds through different govt. schemes, initiatives, grants, nidhis etc.

(vi) Ensure that the vendor selection process apportions adequate responsibility on vendors for various parts of activity/intervention lifecycle, e.g. planning, execution, human resource mobilization and management, hand-over, O&M, etc.

(vii) Create SOPs for developing above-mentioned SLAs/SLBs/KPIs etc., modifying them at a later stage (if required), collecting relevant data for the same, and reporting the results to ANN

(viii) Advise on SLA-based/performance-based contracting for each of the activities/interventions and associated vendor(s)

(ix) Develop standardized documents and formats to assist ANN in day-to-day functioning

(x) Streamline vendor communication, including work-orders, inspection requirements, notice regarding deviations (if any), and timely communication of penalties (if any) to be levied (as per SLAs/SLBs/KPIs/contract)

3.2.3 Coordination and stakeholder management

It is essential to ensure effective coordination and communication between various internal and external stakeholders for carrying out planning and monitoring. The Consultant would be responsible for the following under this task:

(i) Create a coordination and synchronization plan for various internal and external stakeholders.

a. The internal stakeholders are various government departments at the City, State and Central level

b. The external stakeholders may include:

i. Other consultants and contractors appointed by ANN for undertaking services and works

in the city

ii. Individuals, institutions, organisations, NGOs, CBOs, volunteers etc. which offer to with ANN for various activities

(ii) Anchor the coordination efforts with the stakeholders identified in (i) above, map their requirements and responsibilities, coordinate meetings, identify actions and do follow-ups.

3.2.4 Other tasks

Apart from tasks/activities mentioned above, the Consultant may be required to undertake tasks which include, but are not limited to:

(i) Assisting in hiring/selection/work-allocation and management of additional/part-time YPs/interns etc. as may be required by ANN (such resources would be directly contracted by and paid for, by the ANN)

(ii) Preparing project documentation/presentations etc. as may be required by ANN for stakeholder meetings/update discussions etc.

Sectors and activities to be covered under progress monitoring, performance improvement, coordination and stakeholder management, and other support tasks

I. Support under 15th Finance Commission Grant

a. Operationalization of projects through ambient air quality grant

b. Identification of sites for public rainwater harvesting buildings/ areas

c. Strengthening mechanism for reuse of recycled water / recycling & reuse of waste-water

d. Support in development of annual report on measures taken for Recycling & Reuse of wastewater, Rejuvenation of Water Bodies along with progress monitoring

e. Assistance to provide suggestion for revision of bye-laws to make rainwater harvesting mandatory in all buildings and adoption of water conservation measures

f. Support with selection of water supply projects for uncovered areas with functional outcomes for the citizens.

g. Convergence plan to achieve similar outcomes envisaged under various other schemes.

h. Support with preparation of utilization certificates as per format provided by MOH&UA

II. Solid Waste management

a. Support in VMC in attaining the garbage free star rating as developed by MoHUA

b. Preparation and uploading of star rating documents

c. Secondary analysis of waste generation, collection, transportation, and treatment/disposal system.

d. Gap analysis after evaluating the existing and proposed infrastructure and treatment projects

e. Policy level support to restrict dumping of municipal waste and suggestions for sustainable & environmentally sound disposal services.

f. Build a strategy and process improvement framework to achieve the vision of circular economy with suggestions on alternate methods of waste management.

III. Air pollution

a. Evaluation and strengthening of pollution monitoring mechanism under National Clean Air Program (NCAP)

b. Monitoring progress on action plans and compliance of statutory guidelines, and

c. Periodic monitoring of air quality improvement projects

3.3. Project Duration

The selection of consultancy firm shall be for a period of 03 (Three) years. There shall be 10% increment year on year on the contractual rates on the existing terms & conditions. The contract, after 3 years, may further be extended for a period of one year each for a total period of 2 years with provision for 10% increment on the previous contractual rates on the existing terms & conditions agreed mutually. The extension shall be on the discretion of ANN based on the extension of the scheme or to continue/complete the related works as deemed appropriate by ANN.

3.4. Proposed Team

The Consultant shall propose a two-level team, the leadership team and local execution team. The local execution team will be working full time at the ANN and it is important that the leadership team is available for discussions/ meetings at short notice.

Leadership team

The leadership team would comprise of people who have extensive experience of working with Government clients and each team member proposed by the Applicant should be a full-time staff of the Applicant's legal entity and should be fluent in English and Hindi. The composition of the leadership team shall be as follows:

- **Technical lead**: The technical lead should be a person with strong experience of working in the urban development space and should have minimum fifteen (15) years of work experience who should be in a Leadership role in the bidding firm and should have spent at least 10 years with the organization having led large scale government projects. S/he should have demonstrable experience of undertaking urban development projects in sectors/services relevant to the engagement and understand the nuances of public procurement. S/He should have worked with Municipalities, Municipal corporations, Public Works Departments and Development Authorities. Experience of working in UP is preferred.
- **Management lead**: The management lead should have demonstrable experience in leading large-scale project(s) with multi-disciplinary teams. S/He should have a minimum experience of 8 years who should be in a Leadership role in the bidding firm and should have spent at least 3 years with the organisation and should understand the multi-stakeholder environment in which ANN operates including its areas of citizen services like WASH, urban planning, urban design, process improvement, citizen experience etc. Experience of working in UP is preferred.

Execution team

The execution team shall be a 5-member team deployed full-time in Agra. Collectively the team shall demonstrate adequate experience in urban space to ensure service delivery to the client. The requirements are summarised in table below:

Positions	#	Key qualifications

Positions	#	Key qualifications
Project Leader	1	• Minimum five (05) years of work experience. • Experience in Urban planning/citizen services/citizen experience improvement projects involving project planning and monitoring, performance improvement, SOP development and /or govt./public procurement. • Should have a Master's/Equivalent degree in environmental engineering / management/Urban planning/urban design/Urban Management/ city planning/architecture/another relevant field.
Sr. Consultant (A)	1	• Minimum three (03) years of work experience. • Experience in sanitation/solid waste management/MSW projects involving project planning and monitoring, performance improvement, SOP development, IEC campaign, and/or govt./public procurement. • Should have a Master's/Equivalent degree in civil engineering/ construction management/urban planning/urban management/ environmental science/environmental engineering/another related field
Sr. Consultant (B)	1	• Minimum three (03) years of work experience. • Experience in coordinating with appointed service providers to deliver the specific project/task/activity as per the timeline, process improvement, process reengineering, project management etc. • Should have a Master's/Equivalent degree in management/urban planning/urban management/ public policy/another related field.
Sr. Consultant (C)	1	• Minimum three (03) years of work experience. • Experience in coordinating with appointed service providers to deliver the specific project/task/activity as per the timeline, monitoring of agencies/ Resource Persons for implementation/completion of projects/studies/process/specific activity, execution and project closure etc. • Should have a Master's/Equivalent degree in management/public policy/urban planning/urban management/ another related field.
Sr. Consultant (D) – Planning & Monitoring	1	• Minimum three (03) years of work experience. • Experience in Water, Sanitation, and Hygiene (WASH)/wastewater/liquid waste management projects

Positions	#	Key qualifications
		involving project planning and monitoring, performance improvement, SOP development and/or govt./public procurement. • Should have a Master's/Equivalent degree in water engineering/water policy/water management/engineering/ another relatable field

During the project, additional resources may be required by the Client for specific requirements. The Client may raise requirement for such members (at least 2-months in advance) and invoicing will be done on basis of the financial quote (person-month rate) on a pro-rata basis.

3.5. Payment schedule, and timelines

The overall period of the engagement of the Consultant shall be thirty-six (36) months from the date of signing the contract, with the provision for extension based on requirement and mutual agreement on a 10% increment over the previous financial quote.

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

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

Payments will be made to the Consultant on monthly basis based on the actual deployment of billable resources.

3.6. Review and monitoring of the Consultant's work

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

3.7. Support from the Client

During the Project, the Consultant shall work in close co-ordination with the Client and the Client shall provide

(or cause others to provide) the following support to the Consultant and its permanent team members:

1. Regular review and approval of all the documents submitted by the Consultant to the Client
2. Co-ordination support from respective government agencies and other stakeholders
3. Information, resources and assistance (including access to records, systems, and people) required to perform the Services
4. The language of work products to be delivered by the Consultant shall be English. ANN shall provide office support and assistance (for Hindi-typing, Hindi-to-English and vice-versa translation, preparation of Government-file noting etc.), on a dedicated basis/on-need basis.

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SECTION IV: BID EVALUATION PROCESS

4.1. Eligibility Criteria

The Applicants should meet all the criteria provided below:

a) The Applicant shall be a Company registered under the Companies Act or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008. The legal status shall be demonstrated through a copy of registration certificate OR a copy of certificates of incorporation.

b) The Applicant must have at least eight (8) years of experience in providing consultancy services in India to the Government organizations/ departments.

c) The Applicant must have a minimum annual turnover of INR 300 crore during each of the last three (3) years ending on 31st March 2023 from India operations. The same shall be demonstrated by submitting audited financial statements for the last three (3) years.

d) The Applicant should have at least experience* of three (3) consulting projects for Municipal Corporations/Urban Local Bodies and/or Development Authorities with a minimum consulting fee of INR 50 Lacs, during past 10 years.

e) The Applicant should not stand blacklisted / debarred from contract except for reasons of convenience of client by any Government / Government Board /Corporation / Company/ Statutory Body /PSU company/ Government of India/ Private Agencies and Funding Agencies in India as on the date of submission of the proposal. The Bid document fee and EMD as specified in the Data Sheet must be submitted.

4.2. Technical evaluation

Bidders eligible as per the above criteria, will be evaluated further based on following conditions. The Technical Evaluation of the proposals shall be based on following parameters:

<table>
<tr><th>#</th><th>Criteria</th><th>Marks</th></tr>
<tr><td>A</td><td>Financial Capability
Annual average turnover from India operations for the last three (3) years:
10 marks for the bidder with highest average annual turnover. Other bidders shall be awarded pro-rated marks as per the below illustration:
<table>
<tr><th>Bidder</th><th>Avg. Annual Turnover (of last 3 years)</th><th>Marks assigned</th></tr>
<tr><td>X</td><td>₹ 1000 cr.
(highest average annual turnover)</td><td>10 marks
(highest marks)</td></tr>
<tr><td>Y</td><td>₹ 750 cr.</td><td>7.5 marks</td></tr>
<tr><td>Z</td><td>₹ 500 cr.</td><td>5 marks</td></tr>
</table>
Audited financial statements to be submitted. In case Audited statements for FY2022-23 are not available, provisional financial statements can be provided.</td><td>10</td></tr>
<tr><td>B</td><td>Technical Capability</td><td></td></tr>
</table>

#	Criteria	Marks
B1	Experience of government consulting projects in India 16+ years – 15 marks 12+ years – 10 marks 8+ years – 05 marks	15
B2	Experience of providing consulting services in India to Central/State/Local Government for projects involving works in areas of project monitoring/ operations management/ performance improvement/ enhancing operational efficiency/ urban planning and development/ contract management/ data collection/ dashboarding/ business process re-engineering/accessibility improvement. The contract should have been executed during past ten (10) years only and should have a minimum consulting fee of INR 1 crore each. 2 marks per experience for projects	10
B3	Experience of working for on-ground support to Urban Local Bodies/Development Authorities for implementation of central government funded projects/schemes/programs wherein complex stakeholder management and solving day-to-day challenges on ground is undertaken. The scope of work should include process/KPI design, monitoring of works, and/or performance improvement. The contract for this work should be signed with the ULB's/ DA's during past ten (10) years only and should have a minimum consulting fee of INR 50 Lacs each. 2 marks per experience for projects in Uttar Pradesh (UP) 1 mark per experience for projects outside Uttar Pradesh (UP)	10
B4	Experience of developing/improving regulatory frameworks for organized city development including land and building regulations, building plans and related approval processes etc. during past ten (10) years with min value of INR 50 Lakh 2.5 marks per project	5
C	Team CVs/Credential **Leadership Team:** • Technical lead (1 position): 8 Marks • Management Lead (1 position): 5 marks **Execution team:** • Senior consultants (4 positions): 3 marks per position	25
D	Approach and Methodology (Presentation): 25 Marks • Applicant's capability, understanding, approach, proposed solutions, appreciation of requirements, and suggestions • Applicant's detailed work plan & break down of activities for execution of the	25

#	Criteria	Marks
	assignment. • Team deployment plan Note: The bidder is expected to the deliver the presentation on the proposed Approach & Methodology only. No Approach & Methodology document is expected to be submitted as part of the technical proposal.	
	Total	100

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

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

4.3. Technical Bid Evaluation

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

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

Evaluations will be based on documentary evidence submitted by the Applicants and presentation before the Selection Committee of Client with respect to evaluation/selection criteria.

4.4. Financial Bid Evaluation

Minimum score of 60 marks in the Technical evaluation process is required to be considered as a Technically Shortlisted Bidder.

Only Technically Shortlisted bids (having the minimum required score) would be eligible for opening of financial bids. The financial proposals of only Technically Shortlisted Bidders will be opened in the presence of the Bidders representatives who choose to attend.

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

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

Bids determined to be substantially responsive (see instructions to Applicants) will be checked by the Client

for any arithmetical errors in computation and summation. Errors will be dealt by the Client as follows:

Where there is discrepancy between rates indicated in figures and in words, rates in words will govern.

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

4.5. Final Bid Evaluation

The Applicant shall be selected under the Combined Quality-cum-Cost Based System (CQCCBS) with weightages of 80:20 (80% for technical proposal and 20% for financial proposal) and procedures described in this RFP.

Proposals shall finally be ranked according to their combined technical (St) and Financial (Sf) scores using the weights (T=the weight given to the technical proposal; F=the weight given to the financial proposal; T+F = 100) indicated below.

S = St x (T=80%) + Sf x (F=20%)

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

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

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

SECTION V – STANDARD TERMS AND CONDITIONS

5.1. General Provisions

5.1.1. Definitions

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

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

5.1.2. Law Governing Contract

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

5.1.3. Notices

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

5.1.4. Authorized Representatives

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

5.1.5. Taxes and duties

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

5.1.6. Fraud and Corruption

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

a. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
b. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
c. "collusive practices" means a scheme or arrangement between two or more Applicants, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
d. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

5.1.7. Measures to be taken

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

5.2. Commencement, Completion, Modification and Termination of Contract

5.2.1. Effectiveness of Contract

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

5.2.2. Commencement of Services

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

5.2.3. Expiration of Contract

Unless terminated earlier pursuant to GC Clause 5.2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

5.2.4. Modifications or Variations

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

5.2.5. Force Majeure

1) Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a

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

2) No Breach of Contract

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

3) Extension of Time

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

5.2.6. Termination

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

1) By the Client

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

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

f. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 5.7 hereof.

2) By the Consultant

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

a. If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GC Clause 5.5 hereof within forty five (45) days after receiving written notice from the Consultant that such payment is overdue.
b. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
c. If the Client fails to comply with any final decision reached as a result of arbitration pursuant to GC Clause 5.7 hereof.
d. Consultant may terminate this contract or any particular services immediately upon written notice to the client, if the consultant reasonably determines that it can no longer provide the services in accordance with applicable law or its professional obligations.

3) Payment upon Termination

Upon termination of this Contract pursuant to GC Clauses 5.2.6 (1) or 5.2.6 (2), the Client may make the following payments to the Consultant:

a. payment pursuant to GC Clause 5.5 for Services satisfactorily performed prior to the effective date of termination;

b. except in the case of termination pursuant to paragraphs (a) through (c), and (f) of GC Clause 5.2.6 (1), reimbursement of any reasonable cost if the client is so satisfied incident to the prompt and orderly termination of the Contract.

5.3. Obligation of the Consultant

5.3.1. Standard of Performance

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

5.3.2. Confidentiality

Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential

information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 1 year from the date of termination of this Agreement.

5.3.3. Documents prepared by the Consultant to be the property of the Authority

a. All deliverable to be developed and submitted by the Consultant under this Contract shall be in English language.
b. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 2 years from the date of termination of this Agreement.
c. The consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that consultant own in performing the Services. Notwithstanding the delivery of any Reports, consultant retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that consultant compile and retain in connection with the Services (but not Client Information reflected in them).Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement."

5.3.4. Accounting

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

5.4. Obligation of the Client

5.4.1. Assistance and Exemptions

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

5.4.2. Change in the Applicable Law Related to Taxes and Duties

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

b. Neither party shall assign any of its rights or obligations under this Agreement in whole or in part without the prior written consent of the other party; provided, however, that the consultant may assign or novate any of its rights and obligations under this Agreement in whole or in part to (i) any other consultant Firm and/or (ii) any entity resulting from, or established as part of, a restructuring, sale or transfer of the consultant Firm, in whole or in part, provided further that any such assignment or novation does not materially affect the continuity of the Services. The consultant shall provide Client with notice of any such assignment or novation

5.5. Payments to the Consultant

5.5.1. Professional fee and Payments

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

5.5.2. Terms and Conditions of Payment

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

5.6. Good Faith

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

5.7. Settlement of Disputes

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

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

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

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

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

5.8. Limitation of Liability

The Contract will require that the aggregate liability of the Consultant under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Consultant hereunder.

The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.

SECTION VI – Annexures: Standard Forms

6.1. Annexure I: Applicant's Organisation and experience

Applicant's Organization

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

Applicant's Experience

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

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

6.2. Annexure II: Curriculum Vitae (CV) for Proposed Professional Staff

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

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

3. **Date of Birth**: **Nationality**:

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

5. **Other training**:

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

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

From [Year]: To [Year]:

Employer:

Positions held:

8. Work undertaken that best illustrates capability to handle the tasks assigned [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 9.]

Name of assignment or project:

Year:

Location:

Client:

Main project features:

Positions held:

Activities performed:

6.3. Annexure III: Technical Proposal Submission Form

To,

The Municipal Commissioner

Agra Municipal Corporation

Near Sur sadan Chouraha, Agra (U.P.) - 282002

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this a Technical Proposal, and a Financial Proposal. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. If negotiations are held during the Proposal Validity Period, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations. We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment at a date mutually agreed between us.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory:_____

Name of Firm: _____

Address: _____

Phone: _____

6.4. Annexure IV: Financial Proposal Submission Form

(On Bidder's letter head)

[Location, Date]

To,

The Municipal Commissioner

Agra Municipal Corporation

Near Sur sadan Chouraha, Agra (U.P.) - 282002

Sub: Financial Bid for "**Selection of Monitoring and Performance Improvement Support Unit at Agra Nagar Nigam (ANN)**".

Dear Sir/Madam,

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

Our attached Financial Bid – Total of person-month rate for 05 resources is as uploaded on e-bid portal in the .XLS format [inclusive of statutory taxes, duties, and levies during the contractual period except GST which will be paid extra by ANN at the rate applicable on the date of invoicing, Amount in words and figures].

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

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

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

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

Yours sincerely,

Signature:

Name and title of Signatory:

Name & address of the Bidder :

6.5. Annexure V: Format for Certificate for Non-Blacklisting

(on the letter head of the Bidder and signed by its authorized signatory)

Location:

Date:

To,

The Municipal Commissioner

Agra Municipal Corporation

Near Sur sadan Chouraha, Agra (U.P.) - 282002

Sub: RFP for "**Selection of Monitoring and Performance Improvement Support Unit at Agra Nagar Nigam (ANN)**""

Dear Sir,

The bidder declares, warrants and represents that as on date of the submission of the proposal there is no blacklisting / debarment of contract except for reasons of convenience of client by Central Government / State Government /Corporation / Statutory Body /PSU company/ Government of India and Funding Agencies in India.

Yours sincerely,

Authorized Signature

Name and Title of Signatory:
Name of Firm:
Address:
Phone: