



Agra Development Authority

**Request for Proposal (RFP) for
Hiring a consultant to assist Agra Development Authority in
Land Assembly Activities**

(Year 2023-24)

Disclaimer

This RFP for *“Hiring a consultant to assist Agra Development Authority (ADA) in Land Assembly Activities”* (‘the Project’) contains brief information about the Project and scope of work for the prospective Applicant. The purpose of RFP is to provide the Applicant with information to assist the formulation of their response. While all efforts have been made to ensure the accuracy of information contained in this RFP document, this document does not contain all the information required by the Applicant.

The Applicants are encouraged to conduct their own independent assessment, investigations, and analysis; and check the reliability, accuracy, and completeness of the information at their end and obtain an independent advice from relevant sources as required before submission of their response. Agra Development Authority (‘the Authority’) and any of its employees or advisors shall incur no liability under any law, statute, rules, or regulations as to the accuracy or completeness of the RFP document. The Authority reserves the right to change any or all conditions/ information set in this RFP document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason thereof.

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

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1. Data Sheet

| | | |
|----|---|--|
| 1 | Name of the RFP | Hiring a consultant to assist Agra Development Authority in Land Assembly Activities |
| 2 | Time Period of Project | 24 (twenty-Four) months – Extendable based on performance |
| 3 | Method of Selection | Least Cost (L1) |
| 4 | Performance Guarantee | INR 10,00,000/- (Rupees ten lakhs only) valid for 2 months post expiry of the Contract Period |
| 5 | Earnest Money Deposit (EMD) | Refundable amount of INR 1,00,000 |
| 6 | RFP processing fee | Non-refundable fee of INR 5,000 + GST 18% i.e. INR 5900 |
| 7 | Name of the Authority and address for clarification | Agra Development Authority |
| 8 | Payment Details | https://induscollect.indusind.com/pay/ |
| 9 | Proposal Validity Period | 180 days |
| 10 | Bid Upload date | 04 th October 2023 |
| 11 | Proposal start date | 20 th October 2023 |
| 12 | Pre-Bid Conference | 07 th October 2023: 11:30am – 12:30pm Video call link: https://meet.google.com/hnu-gozr-khg |
| 13 | Proposal end date | 20 th October 2023 |
| 14 | Opening of Technical Bids | To be communicated |
| 15 | Opening of Financial Bids | To be communicated |
| 16 | Date of presentation | To be communicated |
| 17 | Consortium/JV | No |
| 18 | Subcontracting | No |

2. Terms of Reference

2.1 Introduction

The city of Agra spreads across more than 4041 sq.km. and inhabits 44 lakh citizens. Agra is a city on the banks of the river Yamuna in the northern state of Uttar Pradesh, India. It is 378 KM west of the state capital, Lucknow, 206 KM south of the national capital New Delhi, 58 KM south from Mathura and 125 KM north of Gwalior. Agra is one of the most populous cities in Uttar Pradesh, and the 24th most populous city in India. Considering the unique contour of the city, there is a significant financial impetus by the Central functionaries like DFCCIL, NHAI along with the existing implementation of urban transformation flagship schemes including AMRUT, Smart Cities Mission, etc.

Agra Development Authority was constituted on dated 11.09.1974 under section-3 of U.P. urban planning and development Act 1973. At the time of declaration, it included 144 revenue villages. In 1985 Govt. of U.P. extended development area of Agra development authority by adding 19 revenue villages. Again in 1998 in development area of Agra development authority was increased including Fatehpur Sikri and 5 revenue villages into it. Master plan of Fatehpur Sikri – 2021 was prepared for 75000 population and urbanized area of 1056.55 hect.

The Authority is working towards enhancing citizen experience while ensuring efficient service delivery. Primarily, while developing a new planned city, land availability stands out to play a major role in marking the development boundaries.

Land bank is a key driving factor catalyzing the development of a city. For a progressive and important city like Agra, land requirements are skyrocketing. Hence, Agra Development Authority (hereinafter referred to as the ADA) desires to hire a Consultant to assist Agra Development Authority in Land Acquisition and related activities wherein, the consultant shall handhold the Land Department of ADA and assist in all the required processes related to land acquisition or direct purchase.

2.2 Scope of Work for the Consultant

The Consultant is required to assist the Authority in all land assembly activities. Predominantly, land purchase model shall be utilized. However, in case few landowners are not in agreement to sell their land parcels, Authority may utilize Land Acquisition to assembly remaining land parcels, as per requirements. Irrespective to land assembly model the following the Consultant must abide to the following principles:

1. Finalization of Area of Interest (AOI) based proposed by ADA
2. Before starting land assembly activities, the Consultant shall prepare and submit phasing plan wherein land parcels which are next to primary and secondary roads shall be prioritized.
3. Survey using latest technology such as DGPS & high-resolution drone survey.
4. Data collection for the AOI from various departments.
5. Collection of revenue records
 - a. Collection & Digitalization of Revenue maps in GIS.
 - b. Geo-referencing of revenue maps in GIS.
 - c. Superimposition of revenue maps in GIS.
 - d. Collection of land ownership data and integrating with GIS database of the land Parcel
6. The assembly pattern of the land parcels shall be taken up in such a way that it ensures the continuity in land parcel.
7. Distribution of individual notices to the landowners about the Measurement of survey of their land/plot/house.
8. To provide authority with details of survey numbers abutting and non-abutting the road.
9. To prepare a Khasra wise report on clear titled, encumbrance, court cases, partnership status.
10. A separate exercise to be carried out to demarcate all the Government Land parcels.
11. Survey of acquired and affected structures, Assets, & Trees, Revenue water bodies and Handpumps for valuation through ADA

The scope of services but not limited shall be as per the land assembly model, as follows:

A. Land Assembly via Direct Purchase

The consultant will assist the Authority in end-to-end process of direct purchase of land as per the letter no 2/2015/215/AK 13 2016 – 20 (48)/2011, dated 29th March 2015. Key tasks of the entire processes are listed below:

Assistance in direct purchase of *Small Projects*
(Total cost of Land to be purchased is up to 10 Cr)

1. The consultant is required to assist the Authority in identification of land with khasra-by-khasra / plot-by-plot survey on GIS and preparation of a proposal for utility of the land including all the aspect. Collection of land ownership data and integrating with GIS database for assigned land parcels.
2. Preparation or verification of the proposal for application for purchase of land to be submitted to the Additional District Magistrate or Board of ADA or concerned

applicable Authority and evaluation and finalization of rate of land to be purchased and fixed installments of the total land value and approval of the same by the District Magistrate or Board of ADA or concerned applicable Authority. (as per clause 5 of the above-mentioned letter)

3. Collecting consent from landowners, as per the approved format mentioned in the Gov. GO.
4. Assistance in proceedings of the committee formulated for the direct purchase of land
5. Assistance in submission of proposal to the District Magistrate for approval
6. Assistance in actions to be taken for the purchase of land as per the approval received from District Magistrate

Assistance in direct purchase of Medium/large Projects

(Total cost of Land to be purchased is more than 10 Cr)

1. The consultant is required to assist the Authority in identification of land with khasra-by-khasra / plot-by-plot survey and preparation of a proposal for utility of the land including all the aspect. Collection of land ownership data and integrating with GIS database of the land Parcel.
2. Preparation or verification of the proposal for application for purchase of land to be submitted to the Additional District Magistrate or Board of ADA or concerned applicable Authority and evaluation and finalization of rate of land to be purchased and fixed installments of the total land value and approval of the same by the District Magistrate or Board of ADA or concerned applicable Authority. (As per clause 5 of the above-mentioned letter)
3. Collecting consent from landowners, as per the approved format mentioned in the Gov. GO.
4. Assistance in proceedings of the committee formulated for the direct purchase of land
5. Assistance to the committee in preparation of the proposal for application for purchase of land (as per clause 6 of the above-mentioned letter)
6. Assistance in submission of proposal to the Divisional Commissioner/ Chairman of the Committee for approval

Common tasks for both the categories:

1. Assistance in checking in case of dispute if any
2. Assistance in approval from competent Authority (after approval of land to be purchased and the total land value, before execution of sale deed) as mentioned in clause 7 of the above-mentioned letter)
3. Assistance in execution of sale deed

B. Land Assembly via Land Acquisition

I. Assisting Authority in preparation of a proposal for land acquisition

The consultant is required to assist the Authority in identification of land with khasra-by-khasara / plot-by-plot survey and preparation of a proposal for utility of the land including all the aspect. Collection of land ownership data and integrating with GIS database of the

land Parcel.

II. Social Impact Assessment and Preparation of Preliminary Notification

The consultant shall assist in carrying out Social Impact Assessment of the proposed acquisition to the agency notified by the State Government. After completion of SIA and appraisal of the report by the Expert Group, the Consultant shall prepare final notification under Section 11 of the RFCTLARRA, 2013. The activities include are:

1. Collect photocopies of Village Revenue Maps from the Revenue Department
2. Collect Engineering Design/Master Plan
3. Superimpose Designs on Village Revenue Maps
4. Verify each Khasra no. under question in the field
5. Delineate and estimate the exact area to be acquired on Plan, where land acquisition is proposed,
6. Submission of the land acquisition details to the SIA agency
7. Disclosure as per various sections of RFCTLARRA,2013,
8. Collect land ownership details from the concerned Tehsil Office.
9. Collect Account details of all the Landowners
10. Collect Notice of the site measurements of each land owner
11. Submission of final preliminary notification under Section 11 along with Land Acquisition Plan to the Land Acquisition Collector.

III. Preparation of notification under Section 11 & 19

The RFCTLARRA, 2013 has provision of preparation of Rehabilitation and Resettlement Scheme along with the issuance of declaration under Section 19 of the said Act 2013. Following activities are to be undertaken:

1. Preparation of draft notification u/s 11(1)
2. Disclosure as per section 12 of the RFCTLARRA,2013
3. Record objections under section 15 of the RFCTLARRA,2013
4. Distribution of individual notices to the landowners about the date of objection / land acquisition proceedings under Section 15 of the RFCTLARRA,2013
5. Preparation of reply of objections
6. Assistance to the Land Acquisition Collector in hearing of objections
7. Preparation of Rehabilitation and Resettlement Scheme
8. Preparation of Draft declaration as per requirement of Section 19 of the Act *ibid*.
9. Proceedings under Section-4/6, 4/17, 6/17, 11, 24, 26-30 and relevant sections of all the Acts related to acquisition will be applicable for this project.

IV. Preparation of Compensation and Rehabilitation and Resettlement Award as per Section 26

The fixation of market price & compensation of land and other properties being acquired is to be made as per provisions of Section 26 of the LA Act, 2013. However, for

determination of compensation, the Land Acquisition Collector has to consider the rates on which sale of land in the concerned revenue village and area surrounding it was registered in the last three years as per guidelines envisaged in the Act. The following activities would be required to be undertaken:

1. Assistance in collection and preparation of sale deed of the last three years and marking of the same on the Aks Shajra Plan vis a vis land under acquisition.
2. Assistance in fixing the rate (Preparation of complete file) to Land Acquisition Collector
3. Assistance in joint inspection of acquired land along with the official of LAC, Revenue Department, ADA and Villagers
4. Preparation of Rehabilitation and Resettlement Award
5. Demarcation of acquired Land and Taking of Possession
6. Assistance in demarcation of land boundary as per area acquired
7. Re-establishing tatima in the field by making measurement and survey of each Khasra no.
8. Demarcation of acquired land on ground and submission of plan after demarcation.

V. Disbursement of Compensation

Timely disbursement of compensation is one of the major challenges under facilitation because land records in the villages are not updated on time, transfer of land could not be recorded because the properties are inherited, persons living abroad and prevalence of unrecorded tenure. Under such circumstances disbursing cheques to the actual landowner will require following activities

1. Updating land records with the help of Patwaris/Lekhpal/RI.
2. Public Consultation and sensitization of people about the requirement of actual owner of properties,
3. Distribution of cheques in public meeting in villages as per instructions of the Land Acquisition Collector.

VI. Possession of Land

After disbursement of compensation, the land will be taken into possession, demarcated at site and then will be got transferred in the name of ADA in the revenue records. All kinds of assistance for updation of revenue record as well as taking possession from the landowners & handing over the same to the ADA would be provided.

VII. Demarcation of Land and Taking Possession

1. Assistance in demarcation of land boundary as per area acquired
2. Preparation of Tatima of the Khasra no. of each piece of acquired land.
3. Survey of affected structures for valuation through ADA
4. Completing mutation and all kind of formalities to get transferred the ownership of land in the name of ADA in the revenue records.
5. Re-establishing tatima in the field by doing measurement and survey of each

Khasra no.,

6. Demarcation of acquired land

2.3 Payment schedule and Milestones

The payment schedule and milestones of the consultant are illustrated below:

Table 1: Payment Schedule and Milestones for Direct Purchase Assembly Model

| # | Milestone | Percentage of quoted rate |
|----|---|---------------------------|
| 1. | Identification of land with khasra-by-khasara / plot-by-plot survey on GIS | 5% |
| 2. | Preparation or verification of the proposal for application for purchase of land to be submitted to the Additional District Magistrate or Board of ADA or concerned applicable Authority and evaluation and finalization of rate of land to be purchased and fixed installments of the total land value and approval of the same by the District Magistrate or Board of ADA or concerned applicable Authority | 5% |
| 3. | Collecting consent from landowners, as per the approved format mentioned in the Gov. GO. | 10% |
| 4. | Execution of sales deed | 30% |
| 5. | Taking possession of land | 40% |
| 6. | Submission of data and project report | 10% |

Table 2: Payment Schedule and Milestones for Land Acquisition Assembly Model

| # | Milestone | Percentage of quoted rate |
|-----|--|---------------------------|
| 1. | On approval of SIA | 5% |
| 2. | On Publication of 11 Section Notification | 5% |
| 3. | On approval of R&R Scheme | 5% |
| 4. | On Publication of Section 19 notification | 5% |
| 5. | Finalization of Rate by the Land Acquisition Collector | 10% |
| 6. | On Approval of R&R and Compensation Award | 5% |
| 7. | On Approval of Assessment of Structures, Fruit bearing trees, Non-Fruit bearing trees, Tubewell etc. | 10% |
| 8. | Disbursement of compensation | 10% |
| 9. | On Approval of Tatima | 5% |
| 10. | Mutation | 5% |
| 11. | Taking possession of land | 20% |
| 12. | Demarcation of land boundary | 10% |

| # | Milestone | Percentage of quoted rate |
|-----|---------------------------------------|---------------------------|
| 13. | Submission of data and Project Report | 5% |

Note: The Financial Proposal by the bidder must contain of single rate i.e., **rate per hectare**. This rate should be for the services/consultancy provided for Land Assembly via Direct Purchase. Whereas the rate for services/consultancy provided for Land Assembly via Land Acquisition through Land Acquisition under Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 shall be 30% more than the quoted amount by the bidder per hectare. In case the Consultant completes land assembly of 90% of the assigned continuous land parcels, the consultant shall be entitled for 2% additional success fee as success criteria.

3. Eligibility and Evaluation Criteria

3.1 Eligibility

The Applicants/Advisor/Consultant should meet all the criteria provided below:

- i. The Applicant shall be a Company registered under the Companies Act or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008. *The legal status shall be demonstrated through a copy of registration certificate OR a copy of certificate of incorporation.*
- ii. The Applicant (only Lead member in case of consortium) must have an average annual turnover of at least INR 1 crore in three (3) consecutive financial years in last four (4) financial years from the date of bid submission. *The same shall be demonstrated by submitting audited financial statements for the three (3) consecutive years and certificate from Statutory Auditor/Chartered Accountant.*
- iii. The Bidder must have 3 (three) Land Acquisition Expert/ GIS Expert/ Urban Planner with a minimum of 5 years of work experience in Land Acquisition. Experts must be conversant with the provisions of the Land Acquisition Act, 1894 and RFCTLARR Act 2013.
- iv. The Bidder must have satisfactorily completed during the last five (5) financial years:
 - One (1) similar projects of land assembly facilitation including assistance making land acquisition notifications (section 11 and section 19). Preparation of award, disbursement of compensation and taking possession of land, mutation under the Right to Fair Compensation and Transparency in Land

Acquisition, Rehabilitation and Resettlement Act 2013 for a central/ State Government/ Development Authority of minimum project value of INR 50 lacs and land purchase for urban or industrial estate or equivalent entity for any Development Authority
or

- Two (2) similar projects of land assembly facilitation including assistance making land acquisition notifications (section 11 and section 19). Preparation of award, disbursement of compensation and taking possession of land, mutation under the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act 2013 for a central/ State Government/ Development Authority of minimum project value of INR 30 lacs and land purchase for urban or industrial estate or equivalent entity for any Development Authority.

The same shall be demonstrated by submitting Work orders / completion certificate confirming year and area of activity along with issuing Authority (Central or State Government)

- v. The Applicant should not stand blacklisted / debarred/ terminated from contract except for reasons of convenience of Client by any Government / Government Board
/Corporation / Company/ Statutory Body /PSU company/ Government of any sovereign countries /Private Agencies and Funding Agencies as on the date of submission of the proposal. *An Affidavit to be submitted by the Agency on notarized stamp paper.*
- vi. Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder. *An Affidavit to be submitted by the Agency on notarized stamp paper.*
- vii. The Bid document fee and EMD as specified in the Data Sheet must be submitted.

3.2 Evaluation of Bids/Proposals

The Financial Proposal by the bidder must contain of single rate i.e., **rate per hectare**. This rate should be for the services/consultancy provided for Land Assembly via Direct Purchase. Acquisition. Whereas the rate for services/consultancy provided for Land Assembly via Land

Acquisition through Land Acquisition under Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 shall be 30% more than the quoted amount by the bidder per hectare. In both cases, payment shall be as per milestones mentioned in clause no. 2.3 Payment schedule and Milestones.

The Bidder shall be selected under the L1 with procedures described in this RFP. The financial proposals (for the services/consultancy provided for Land Acquisition under Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013) will be ranked in terms of their total evaluated cost. The least cost proposal will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3 etc.

In L1 method of selection, Bidders shall submit both a technical proposal and a financial proposal at the same time. Financial proposals are then opened for only the eligible and qualified offers (Financial bids of other un-responsive and technically non-qualified Bidders are returned un-opened). L-1 (least cost) offer out of the qualified/responsive offers is selected on price criteria alone and issued LoA (Letter of Award

4. Instructions to Applicants

A. General instructions

1. Number of Proposals and respondents

1.1. No Applicant shall submit more than one (1) Proposal, in response to this RFP.

1.2. The RFP is non-transferable, and Proposals shall be submitted only by the respective Applicants to whom the RFP has been issued by Client.

1.3. Joint venture/Consortium is not allowed under this RFP.

2. Proposal preparation cost

2.1. The Applicants shall bear all costs associated with the preparation and submission of the Proposal. Client will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.

2.2. All papers submitted with the Proposal are neither returnable nor claimable.

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

3.1. Notwithstanding anything contained in this RFP, Client reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, without assigning any reason.

3.2. Client reserves the right to reject any Proposal if:

3.2.1. At any time, a material misrepresentation is made or discovered, or

3.2.2. The Applicant/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or

3.2.3. The Applicant does not adhere to the formats provided in the Annexures to the RFP while furnishing the required information/details.

4. Amendment of the RFP

4.1. At any time prior to the Proposal Due Date, the Client, for any reason, whether at its own initiative or in response to a clarification requested by eligible Applicant/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement

website <http://etender.up.nic.in/through> a corrigendum and form an integral part of the e-bid/Proposal document. The relevant clauses of the e-bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Applicant to check the abovementioned website from time to time for any amendment in the RFP document/s. In case of failure to get the amendments, if any, the Client shall not be responsible for it.

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

5. Data identification and collection

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

5.2. It is deemed that Applicants have conducted their own assessment, research, and analysis, including seeking clarifications, queries from nodal officer(s) identified in this document, as required before submission of their Proposal.

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

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

5.3.2. Received all relevant information requested from Client and:

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

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

B. Preparation and submission of Proposals

6. Language and currency

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

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

7. Proposal validity period and extension

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

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

8. Format and signing of Proposals

8.1. The Applicants shall prepare electronic copies of the technical and financial e-bid/Proposals separately.

8.2. Applicants should provide all the information as per the RFP and in the specified formats. Client reserves the right to reject any Proposal that is not in the specified formats.

8.3. In case the Applicants intends to provide additional information for which specified space in the given format is not enough, it can be furnished in duly stamped and signed PDFs.

9. Submission of e-bid/Proposal

9.1. The bid submission module of e-procurement website <http://etender.up.nic.in/> enables the Applicants to submit the Proposal online in response to this RFP published by the Client. Submission can be done till the Proposal Due Date specified in the RFP on the portal. Applicants should start the process well in advance so that they can submit their Proposal in time. The Applicant should submit their Proposal considering the server time displayed in the e-procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Applicants cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Applicants shall only be held responsible.

9.2. The Applicants have to follow the following instructions for submission:

9.2.1. For participating through the e-tendering system, it is necessary for the Applicants to be the registered users of the e-procurement website <http://etender.up.nic.in/>. The Applicants must obtain a user login ID and password by registering themselves with U.P. Electronics Corporation Ltd. (UPLC), Lucknow if they have not done so previously.

9.2.2. In addition to the normal registration, the Applicant has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Applicant should first log on to the e-tendering system using the user login option on the home page with the login ID and password with which he/she has registered.

9.2.3. For successful registration of DSC on e-procurement website the Applicant must ensure that he/she should possess class-2/class-3 DSC issued by any Certifying Authorities approved by Controller of Certifying Authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSC issued by these authorities only. The Applicant can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. The Client shall not be held responsible if the Applicant fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.

9.2.4. The Applicant can search for active tenders through "search active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-bid submission menu. After selecting the tender, for which the Applicant intends to e-bid/Proposal, from "My tenders" folder, the Applicant can place his/her e-bid/Proposal by clicking "pay offline" option available at the end of the view tender details form. Before this, the Applicant should download the RFP document including financial format and study them carefully. The Applicant should keep all the documents ready as per the requirements of RFP document in the PDF format.

9.2.5. After clicking the 'pay offline' option, the Applicant will be redirected to terms and conditions page. The Applicant should read the terms & condition before proceeding to fill in the Bid Processing Fee offline payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.

9.2.6. Before uploading, the Applicant has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Applicant should click "browse"

button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Applicant's computer.

9.2.7. The Applicant should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal documents are digitally signed using the DSC of the Applicant and then the documents are encrypted/locked electronically with the DSCs of the bid openers to ensure that the e-bid/Proposal documents are protected, stored and opened by concerned bid openers only.

9.2.8. After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process. The Applicant can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.

9.2.9. Client reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

10. Deadline for submission

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

11. Late submission

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

12. Withdrawal and resubmission of Proposal

12.1. At any point of time, an Applicant can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Applicant should first log in using his/her login ID and password and subsequently by his/her DSC on the e-procurement website <http://etender.up.nic.in/>. The Applicant should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Applicant will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option, the Applicant 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 Applicant also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Applicant has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-bid/Proposal.

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

12.3. The Applicant can re-submit his/her e-bid/Proposal as when required till the e-bid submission end date and time. The e-bid/Proposal submitted earlier will be replaced by the new one. The payment made by the Applicant earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will be considered for evaluation purposes. For resubmission, the Applicant should first log in using his/her login ID and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in/>. The Applicant should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Applicant will be displayed. Click "View" to see the detail of the e-bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.

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

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

13. Selection of the Consultant

13.1. From the time the Proposals are opened to the time the contract is awarded, if any Applicant wishes to contact the Client, on any matter related to their Proposal it should do so

in writing. Any effort by the Applicants to influence any officer or bearer of the Client in the Proposal evaluation or contract award decisions may result in the rejection of the Applicant's Proposal.

C. Proposal opening

14. Opening of Proposals

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

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

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

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

15. Confidentiality

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

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

16. Tests of responsiveness

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

16.1.1. It is received or deemed to be received by the due date and time including any extension thereof pursuant to Clause 11.

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

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

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

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

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

16.1.7. The selected Applicant has furnished a Performance Guarantee as outlined in the Data Sheet of this document at the time of contract signing. The Performance Guarantee shall be returned or extended after the expiry of the project period as the case may be. The Bank Guarantee (submitted as a Performance Guarantee) can be from any Nationalized or Scheduled bank.

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

17. Clarifications sought by Client

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

18. Proposal evaluation

18.1. Submissions from Applicants would first be checked for responsiveness as set out in Clause 16. All Proposals found to be substantially responsive shall be evaluated as per the Technical/Evaluation Criteria set out in this RFP.

18.2. The envelopes containing the Technical Proposal of the Applicant/s who do not meet the Technical Criteria shall not be considered for further process.

19. Notifications

19.1. Client will notify the successful Applicant by letter.

6. General Conditions of Contract (GCC)

1. General Provisions

1.1 Definitions

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

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

1.2 Law Governing Contract

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

1.3 Notices

1.3.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed.

1.3.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address.

1.4 Authorized Representatives

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

1.5 Taxes and Duties

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

1.6 Fraud and Corruption

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

- a) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- c) "Collusive practices" means a scheme or arrangement between two or more Applicants, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels.
- d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract.
- e) "Liquidated Damages and Penalties" means In case any error or variation or Malpractice is detected/Reported in the process of land assembly taken up by the Consultant and such Malpractice/error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority and recovered accordingly. In addition, a penalty between INR. 20,000-1,00,000 per incident will be levied on the Consultant.

1.6.2 Measures to be taken

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

2. Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect from the date the Contract is signed by both Parties.

The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement of Services

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

2.3 Expiration of Contract

Unless terminated earlier pursuant to GC Clause 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

2.4 Modifications or Variations

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

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For aforementioned purpose, the definition or interpretation of the client regarding such event and/or regarding *reasonable control of a party* shall be final.

2.5.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default, under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event to which the other party has agreed in writing. To the extent that the provision of the Services is impacted by a pandemic (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.

2.5.3 Extension of Time

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

2.6 Termination

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

2.6.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this GC Clause 2.6.1. In such an occurrence the Client shall give a not less than twenty-one (21) days' written notice of termination to the Consultant, and thirty (30) days' in the case of the event referred to in (e).

- a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within twenty-one (21) days after being notified or within any further period as the Client may have subsequently approved in writing.
- b) If the Consultant becomes insolvent or bankrupt, to be certified by the competent court.
- c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract or the Consultant is not performing as per the terms and conditions of this contract.
- d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 7 hereof.

2.6.2 By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this GC Clause 2.6.2:

- a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GC Clause 6 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 7 hereof.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to GC Clauses 2.6.1 or 2.6.2, the Client may make the following payments to the Consultant:

- a) payment pursuant to GC Clause 5 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of GC Clause 2.6.1, reimbursement of any reasonable cost if the client is so satisfied incident to the prompt and orderly termination of the Contract.

3. Obligations of the Consultant

3.1 Standard of Performance

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

3.2 Confidentiality

Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under

applicable law, legal process, or professional regulations. These obligations shall be valid for a period of 2 years from the date of termination of this Agreement.

3.3 Documents prepared by the Consultant

a) All deliverable to be developed and submitted by the Consultant under this Contract shall be in English/Hindi language.

b) All deliverables in the form of data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") submitted by the Consultant under this Contract shall, not later than upon termination or expiration of this Contract, be delivered to the Client, together with a detailed inventory thereof.

c) 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.

3.4 Accounting

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

4. Obligations of the Client

4.1 Assistance and Exemptions

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

4.2 Change in the Applicable Law Related to Taxes and Duties

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

5. Payments to the Consultant

5.1 Professional fee and Payments

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

5.2 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule (Section 4 of this RFP). The Professional Fee shall be exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which the Client shall pay (other than taxes imposed on Consultant's income generally). Unless otherwise set forth in the Contract, payment is due within thirty days following receipt of each invoice.

6. Good Faith and Indemnity

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

6.2 To the fullest extent permitted by applicable law and professional regulations, both the parties indemnify each other and their associates and employees against all claims by third parties (including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the parties as part of the regular interactions or for project/s purposes.

7. Settlement of Disputes

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

7.2 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. In the event any dispute between the Parties arising out of or in connection

with

this Agreement, including the validity thereof, the Parties hereto shall endeavor to settle such dispute amicably in the first instance.

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

7.3 Arbitration

In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an umpire. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in 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.

7.4 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.

8. Liquidated Damages and Penalties

In case any error or variation or Malpractice is detected/Reported in the process of land assembly taken up by the Consultant and such Malpractice/error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority and recovered accordingly. In addition, a penalty between INR. 20,000-1,00,000 per incident will be levied on the Consultant.

7. Technical Proposal – Standard Forms

TECH-1 Technical Proposal Submission Form TECH-2 Applicant's Organization and Experience

A. Applicant's Organization

B. Applicant's Experience

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

TECH-4 Curriculum Vitae (CV) for Proposed Professional Staff

TECH-5 Format for Power of Attorney for Lead Member of Consortium

8.1 Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Client] Dear Sirs,

We, the undersigned, offer to provide the consulting services for Land Assembly Activities 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 success fee. 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: _____

8.2 Form Tech -2: Applicant's Organization and Experience

Applicant's Organization

[Provide here a brief (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:

8.3 Form TECH-3: Description of approach, methodology and work plan

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following two chapters:

- a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key experts responsible, and proposed technical and support staff.

8.4 Form TECH-4: Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed position** [only one candidate shall be nominated for each position]:
2. **Name of staff** [Insert full name]:
3. **Date of Birth:** **Nationality:**
4. **Education** [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
5. **Membership of professional associations:**
6. **Other training** [Indicate significant training since degrees under 5 - Education were obtained]:
7. **Countries of work experience:** [List countries where staff has worked in the last ten years]:
8. **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
9. **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:**
10. 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 11.]

Name of assignment or project: Year:

Location: Client:

Main project features:

Positions held:

Activities performed:

9. Financial Proposal

[Date]

To: [Name and address of Client] Subject: Financial proposal

Reference: (Insert name of the consultancy) Dear Sir,

We have read and examined the RFP document complete with the Terms of reference, Instructions to Applicants and General Conditions of Contract.

We hereby quote for the client of the consultancy specified in the RFP (services/consultancy provided for Land Assembly via Direct Purchase) at a lumpsum cost (exclusive of GST/taxes) of INR_____/ per Hectare- (Amount in Numbers and Words).

The Financial Proposal by the bidder must contain of single rate i.e., **rate per hectare**. This rate should be for the services/consultancy provided for Land Assembly via Direct Purchase. Whereas the rate for services/consultancy provided for Land Assembly via Land Acquisition through Land Acquisition under Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 shall be 30% more than the quoted amount by the bidder per hectare.

The financial proposal submitted is unconditional and fulfils all the requirements of the RFP document. Provisions for GST and reimbursable expenses shall be as per the terms stated in the RFP. Our Financial Proposal shall be binding upon us up to expiration of the validity period of the proposal. We understand the Client is not bound to accept any proposal that is received. During the project execution, necessary resource augmentation may be undertaken by the Authority on the actual requirement at the above rates discovered through this tendering process with an intimation of the requirement to the selected Applicant, one month prior to the deployment date.

Signature and name of the authorized person

Name of the applicant and seal