



AGRA DEVELOPMENT AUTHORITY

Request for Proposal

for

**Appointment of Implementing agency for Theme painting
work at multiple locations in Agra (Part 2)**

July 2024



Issued by:

Agra Development Authority

Ratan Muni Road, Jaipur House, Jaipur House Colony,
Agra, Uttar Pradesh, 282010

Disclaimer

This Request for Proposal (RFP) document for ***Request for Proposal for Appointment of Implementing agency for Theme painting work at multiple locations in Agra.*** (hereinafter referred to as the “Project”) contains brief information about the scope of work and qualification process for the selection of Bidder/Consultant. The purpose of the RFP Document is to provide the Bidders/Consultants (hereinafter referred to as “Bidder/s”) with information to assist the formulation of their proposals (hereinafter referred to as the “Proposal/s”).

This RFP is not an agreement and is neither an offer by the Authority to the prospective Bidder or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Financial Bids pursuant to this RFP. While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal. **Agra Development Authority** (hereinafter referred to as “Client” or the “Authority”) or any of its employees or existing 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 Proposals without giving any reasons thereof. The Authority will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Proposals to be submitted in response to this RFP Document.

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

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1 Data Sheet

1	Name of the Bid	Request for Proposal for Appointment of Implementing agency for Theme painting work at multiple locations in Agra.
2	Time-period of contract	6 Months
3	Method of selection	Quality-cum-cost based selection (QCBS) 70:30
4	Earnest Money Deposit	Refundable amount of INR 2,00,000/- incl. tax/GST etc. (Exempted for MSME)
5	Tender Processing Fee	Non-refundable fee of INR 2,950
6	Payment Details	https://induscollect.indusind.com/pay/
7	Security Deposit/ Performance Guarantee	3% of the contract value
8	Name of the Authority's official for addressing queries and clarifications	Executive Engineer, ADA Contact: + 91 8299094976, +91 7088790007 E-mail: eeemadaagra@gmail.com Website: http://adaagra.org.in/
9	Proposal Validity Period	180 days
10	Consortium/JV	Yes
11	Schedule of Bidding Process	
	Task	Key Dates
	Bid Start Date	23-07-2024
	Proposal Due Date (PDD)/ Bid End Date	13-08-2024, 03:00 PM
	Last date for receiving queries	30-07-2024
	Prebid Meeting Date and Joining Link	Prebid Meeting - Theme Painting 2 Tuesday, July 23 · 3:00 – 3:30pm Time zone: Asia/Kolkata Google Meet joining info Video call link: https://meet.google.com/aws-zjhp-wdj
	Opening of Technical Bid	13-08-2024, 04:00 PM
	Concept Presentation	To be communicated

2 Instructions to Bidders

2.1 General instructions

2.1.1 Number of Proposals and respondents

1. No Bidder shall submit more than one (1) Proposal, in response to this RFP.
2. The RFP is non-transferable, and Proposals shall be submitted only by the respective Bidders to whom the RFP has been issued by Authority.
3. A Bidder applying individually shall not be entitled to submit another Proposal.
4. A Bidder shall not be entitled to submit another application either individually, as the case may be.

2.1.2 Proposal preparation cost

1. The Bidders shall bear all costs associated with the preparation and submission of the Proposal. Authority will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
2. Bidders are encouraged to submit their respective Proposals after visiting the office of the Client and ascertaining for themselves the availability of documents and other data with the Client, Applicable Laws and regulations or any other matter considered relevant by them.
3. All papers submitted with the Proposal are neither returnable nor claimable.

2.1.3 Right to accept and reject any or all the Proposals

1. Notwithstanding anything contained in this RFP, Authority 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.
2. Authority reserves the right to reject any Proposal if:
 - i. At any time, a material misrepresentation is made or discovered, or
 - ii. The Bidder/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
 - iii. The Bidder does not adhere to the formats provided in the Annexure A to the RFP while furnishing the required information/details.

2.1.4 Clarifications

1. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference.
2. Bidders requiring any clarification on the RFP may send their queries to the Client by email at the mail-id provided in communications details in the Data Sheet with subject clearly written the following identification:

“Queries/Request for Additional Information concerning RFP to undertake:

Request for Proposal for Appointment of Implementing agency for Theme painting work at multiple locations in Agra.”

3. The Client shall endeavour to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the PDD. The Client will post the reply to all such queries on the Official Website.
4. The Client reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 2.1.4 shall be construed as obliging the Client to respond to any question or to provide any clarification.

2.1.5 Amendment of the RFP

1. At any time prior to the Proposal Due Date (PDD), the Authority, for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/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> and Authority web site at [Welcome to Agra Development Authority \(adaagra.org.in\)](http://Welcome to Agra Development Authority (adaagra.org.in)) through a corrigendum and this shall 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 Bidder to check the above-mentioned websites from time to time for any amendment in the RFP document/s. The Authority shall not be responsible for failure to get/download the amendments.
2. In order to provide the Bidders a reasonable time to examine the addendum, or for any other reason, Authority may, at its own discretion, extend the PDD Data identification and collection
3. It is desirable that the Bidders submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.
4. It would be deemed that by submitting the Proposal, the Bidder has:
 - i. Made a complete and careful examination and accepted the RFP in totality;
 - ii. Received all relevant information requested from Authority and;
 - iii. Made a complete and careful examination of the various aspects of the indicative Scope of Work.
5. Authority shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

2.1.6 Data identification and collection

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.
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.
3. It would be deemed that by submitting the Proposal, the Applicant has:
 - i. Made a complete and careful examination and accepted the RFP in totality.
 - ii. Received all relevant information requested from Client and;

- iii. Made a complete and careful examination of the various aspects of the Scope of Work.
4. Client shall not be liable for any mistake or error on the part of the Applicant in respect of the above.

2.2 Preparation, submission, opening & acceptance of Proposals/e-bids

2.2.1 Language and currency

1. The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidders with the Proposal may be in any other language if they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
2. The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

2.2.2 Proposal validity period and extension

1. Proposals shall remain valid for a period of as mentioned in the data sheet from the Proposal Due Date ("Proposal Validity Period") and Authority may solicit the Bidder's consent for extension of the period of validity, if required. Authority reserves the right to reject any Proposal, which does not meet this requirement.
2. In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Authority may request Bidders to extend the validity period for specified additional period. Bidders, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

2.2.3 Format and signing of Proposals

1. The Bidders shall prepare electronic copies of the technical and financial e-bid/Proposals separately.
2. Bidders should provide all the information as per the RFP and in the specified formats. Authority reserves the right to reject any Proposal that is not in the specified formats.
3. In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

2.2.4 Submission of e-bid/Proposal

1. The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the Proposal online in response to this RFP published by the Authority. Submission can be done till the Proposal Due Date specified in the RFP. Bidders should start the process well in advance so that they can submit their Proposal in time. The Bidder 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 Bidders cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Bidders shall only be held responsible.
2. The Bidders have to follow the following instructions for submission:

- i. For participating through the e-tendering system, it is necessary for the Bidders to be the registered users of the e-procurement website <http://etender.up.nic.in>. The Bidders 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.
- ii. In addition to the normal registration, the Bidder 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 Bidder 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.
- iii. For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the Bidder 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 Bidder can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. The Authority shall not be held responsible if the Bidder fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.
- iv. The Bidder 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 Bidder intends to e-bid/Proposal, from "My tenders" folder, the Bidder 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 Bidder should download the RFP document including financial format and study them carefully. The Bidder should keep all the documents ready as per the requirements of RFP document in the PDF format.
- v. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder 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.
- vi. Before uploading, the Bidder has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Bidder 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 Bidder's computer.
- vii. The Bidder 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 Bidder 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.
- viii. 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 Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- ix. Authority reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

2.2.5 Deadline for submission

1. E-bid/Proposal (technical and financial) must be submitted by the Bidder at e-procurement website <http://etender.up.nic> no later than the time specified on the Proposal Due Date. The Authority 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 Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline, as extended.

2.2.6 Late submission

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 Bidder cannot submit his/her e-bid/Proposal. Bidder has to start the bid submission well in advance so that the submission process passes off smoothly. The Bidder 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.

2.2.7 Withdrawal and resubmission of Proposal

1. At any point of time, a Bidder can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Bidder 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 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 e-bid/Proposal.
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 Bidder's forfeited of his/her e-bid/Proposal security.
3. The Bidder 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 Bidder 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 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 e-procurement website <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 detail of the e-bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.

4. The Bidder 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.
5. No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

2.2.8 Verification and Disqualification

1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
2. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
 - a. at any time, a material misrepresentation is made or uncovered, or
 - b. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
3. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to:
 - a. invite the remaining Bidders to submit their Bids in accordance with Section 3 and 4; or
 - b. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.2.9 Selection of the Bidder

1. From the time the Proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the Authority, on any matter related to their Proposal it should do so in writing. Any effort by the Bidders to influence any officer or bearer of the Authority in the Proposal evaluation or contract award decisions may result in the rejection of the Bidder's Proposal.

2.3 Proposal opening

2.3.1 Opening of Proposals

1. After the technical evaluation, the Authority shall prepare a list of prequalified Bidders in terms of Section 4 for opening of their financial bid. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bid. Before opening of the Financial Bid, the list of pre-qualified Bidders along with their technical scores will be read out. The opening of Financial Bid shall be done in presence of respective representatives of Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidder who fail to qualify at any stage of the selection process.
2. Bidders are advised that selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection process.
3. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors, or assigns, but shall be binding against the Bidder if the service is subsequently awarded to it.

2.3.2 Confidentiality

1. Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidder/s shall not be disclosed to any person not officially concerned with the process.
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 Bidders or their representatives, if any. Any effort by a Bidder 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 Bidder.

2.3.3 Tests of responsiveness

1. Prior to evaluation of the Proposals, Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:
 - i. It is received or deemed to be received by the due date and time including any extension thereof pursuant to the Data Sheet.
 - ii. It contains all information as desired in this RFP.
 - iii. Information is provided as per the formats specified in the RFP.
 - iv. Bids are accompanied with Bid Processing Fee (non-refundable) and EMD as specified in the Data Sheet of this RFP.
2. Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by Authority in respect of such Proposal.

2.3.4 Clarifications sought by Authority

1. To assist in the process of evaluation of Proposals, Authority may, at its sole discretion, ask any Bidder 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.

2.3.5 Proposal evaluation

1. Submissions from Bidders would first be checked for responsiveness as set out in Clause 2.3.3. All Proposals found to be substantially responsive shall be evaluated as per the Eligibility Criteria set out in Clause 4.1 of this RFP.
2. The Proposal containing the Technical Details in Clause **Error! Reference source not found.** of the Bidder/s who do not meet the Technical Criteria shall not be considered for further process.

2.3.6 Earnest Money Deposit

1. The Bid document should be accompanied with an Earnest Money Deposit (EMD) as mentioned in the data sheet of this document.
2. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by the Authority.

3. EMD is not to be deposited by the Bidders taking benefit of exemption of EMD with valid documents. For taking exemption of EMD, the intending bidder shall have to upload self-attested duly stamped copy of Udyog Aadhar registration certificate of MSME and valid NSIC enlistment certificate in appropriate category along with Bid. If the aforesaid documents are not submitted by the Bidder, the exemption of EMD may not hold good and bid shall become invalid.
4. For unsuccessful Bidder's EMD will be returned promptly as possible after opening of the Price Bid.
5. For successful Bidder's e-Bid EMD will be returned after submission of Security Deposited signing of the contract.
6. The EMD may be forfeited:
 - a) If Bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e-bid form: or (ii) does not accept the correction of errors or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
 - b) In case of a successful Bidder if the Bidder fails to sign the contract with the Authority.

2.3.7 Award Criteria

1. The final Letter of Award (LoA) will be given to the selected Bidder as the successful bidder as Eligibility & Evaluation Criteria of Bids laid in Section 4 of this bid document.
2. The Authority will award the contract to the successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document.

2.3.8 Notification of Award

1. Prior to the expiration of the period of e-Bid validity, the Authority will notify the successful Bidder in writing, by letter/e-mail/fax, that its e-Bid has been accepted.
2. The notification of award will constitute the formation of the contract.

2.3.9 Performance Security

1. Prior to award of contract, to fulfil the requirement of Security Deposited during the implementation period, the successful Bidder will deposit Security Deposit amount as stated in Letter of Acceptance. in the form of FDR drawn on any Scheduled or Nationalized Bank in favour of ADA valid for 60 days after Issue of Performance Certificate.
2. Before the contract is awarded to the Successful Bidder, an agreement (to be given later) will have to be signed by the Successful Bidder at his cost on proper stamp paper.

3 Terms of reference and Scope

3.1 Background

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 ha.

The Agra Development Authority (ADA) is committed to the beautification and enhancement of the cultural and architectural heritage of the city of Agra, which is renowned worldwide for its historical significance, particularly the iconic Taj Mahal. As part of our ongoing efforts to promote the rich cultural heritage of Agra and create aesthetically pleasing public spaces, ADA is embarking on a theme painting project in various locations within the city.

Agra, often referred to as the "City of Taj," attracts millions of tourists from across the globe each year. The city's historical landmarks and vibrant culture make it a significant destination for both domestic and international travellers. Recognizing the potential to further enrich the urban landscape, ADA has conceived a project that aims to transform select public spaces into captivating and culturally significant areas through theme painting.

This theme painting project aligns with ADA's broader objectives of urban development, cultural preservation, and tourism promotion. By transforming blank walls into vibrant canvases that tell the story of Agra's rich history and heritage, we aim to create a lasting impact on the city's visual appeal and cultural identity. Moreover, this project is expected to contribute to economic development by attracting more tourists and generating employment opportunities for local artists and skilled labour.

ADA invites qualified and experienced implementing agencies to submit their proposals for this exciting project. We look forward to partnering with a creative and capable agency to bring the city of Agra's cultural essence to life through the art of theme painting.

3.2 Site Details

3.2.1 Site Location

- Within Agra Development Authority Limits
- Tentative locations are Graveyard wall, MG Road, Nal Band xing wall, GB pant Hostel, Neal Dholpur House wall, Imperial Hotel, Emporium wall MG Road, Hotel hill House Fatehabad road, Post Office, Fatehabad road (Not limited to these locations).

3.2.2 Site Plan





Graveyard wall, MG Road



Nal band xing wall



GB pant Hostel



Near Dholpur House wall



Imperial Hotel



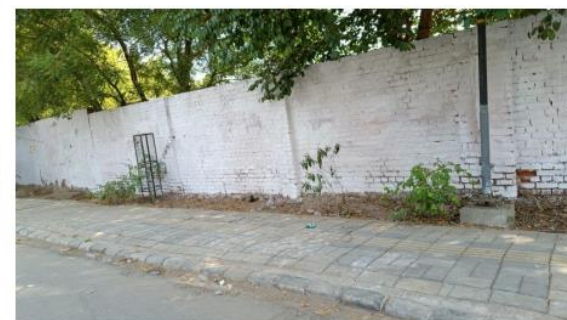
Emporium wall MG road



Hotel hill House Fatehabad road



Post office wall Fatehabad road



Fatehabad road

3.3 Scope of services

The scope of this project encompasses the conceptualization, design, and execution of theme paintings at multiple locations in Agra, as specified by the Agra Development Authority (ADA). The objective is to enhance the aesthetic appeal of public spaces, celebrate the cultural and historical significance of Agra, and promote tourism through captivating theme painting.

3.3.1 Location and Quantity:

- ADA will provide a list of specific locations within Agra where theme paintings are to be executed. The implementing agency must be prepared to work at these designated sites.
- The exact number and dimensions of location will be provided in the project plan, which will be shared with the selected agency.
- Tentative quantity is 10500 Sqm and rate for the same shall be quoted in unit rate basis.

3.3.2 Theme and Concept:

- The theme painting designs must align with the overall theme and concept established by ADA, which typically revolves around celebrating Agra's rich history, cultural heritage, and architectural marvels.
- The agency is encouraged to propose creative interpretations and concepts that reflect Agra's unique identity.

3.3.3 Design Development:

- The selected agency will be responsible for the complete design development process, including concept sketches, color schemes, and layout plans.
- The agency should ensure that the designs are culturally sensitive and respectful of local traditions and heritage.

3.3.4 Materials and Techniques:

- The agency should specify the materials and techniques to be used for the theme paintings, including paints, brushes, scaffolding, and any other necessary equipment.
- High-quality, durable materials suitable for outdoor installations must be employed to ensure the longevity of the theme paintings.

3.3.5 Timelines

- The agency must adhere to a project timeline that will be provided upon selection.
- Timely completion of each theme painting, including pre-approved milestones, is essential to the success of the project.

3.3.6 Quality Assurance

- The agency is responsible for ensuring the highest quality of theme painting, with attention to detail, durability, and artistic excellence.
- Regular quality checks and inspections will be conducted by ADA representatives.

3.3.7 Maintenance and Preservation

- The agency should provide recommendations for the maintenance and preservation of the theme paintings to ensure their long-term integrity.
- A maintenance plan for ongoing care may be required.

3.3.8 Reporting and Documentation

- The agency must provide regular progress reports and documentation of the theme painting process, including photographs and video documentation.

3.3.9 Legal and Contractual Obligations:

- The agency will be required to enter into a formal contract with ADA, outlining the terms and conditions of the project, including legal responsibilities, insurance, and indemnification.

3.3.10 Closeout and Handover:

- Upon completion, the agency is responsible for the handover of all project-related documents, including design files, permits, and maintenance guidelines.
- Final checklist will be certified by authority. Any repair work if required should be taken up as per instructions of the authority.

This detailed scope of work should serve as a comprehensive guide for the selected implementing agency to execute the theme painting project in Agra successfully. The agency should work closely with ADA throughout the project to ensure alignment with objectives and expectations.

Brief Method Statement:

Essential steps and guidelines to ensure the quality and durability of the theme paintings are listed below:

a. Surface Priming and Application of Sealers:

- Before applying the paint, the surface must be properly primed and sealed. This step ensures better adhesion and longevity of the paintings.

b. Wiping of Dust Prior to Commencing Works Using Power Washing Machine:

- All destined surfaces should be thoroughly cleaned to remove dust and debris. The use of a power washing machine is recommended to achieve a clean and dust-free surface.

c. Scrapping of Old Paint:

- Any existing old paint on the surface must be carefully scraped off. This step is crucial to ensure a smooth and uniform base for the new theme painting.

d. Smoothing of Surface by Putty or Lime or Cement:

- After scraping, the surface should be smoothed using appropriate materials such as putty, lime, or cement. This ensures that the mural surface is free from imperfections.

e. Leakage Repairs:

- If there are any leaks or structural issues in the area, these should be repaired before painting. A water-tight surface is essential to prevent damage to the theme painting over time.

f. Application of Paint with Dust-Proof Technology

- The selected paint must incorporate dust-proof technology, which prevents dust from settling on the target area surface. It should also enhance anti-algal properties, preventing the growth of algae on the theme painting.
- Specific points to be considered during the painting process:

1. Removal of Old Paint: Old paint must be completely removed by scraping, wire brushing, or power washing to ensure a clean canvas for the new painting.

2. Flaking Removal: Any flaking or peeling from the current paint or material must be addressed before applying the new paint.

3. Priming: Unpainted porous surfaces should be primed to seal them properly. However, latex primers are explicitly prohibited.

4. Paint Type: Acrylic paint or organic old-style combinations with a high light fastness rating should be used. The use of enamel and oil paint is prohibited except for wooden or metal surfaces.

By adhering to these guidelines, the selected agency can ensure that the theme paintings in Agra are not only visually striking but also durable and resistant to environmental factors, such as dust and algae growth, that can affect their long-term appearance. These steps contribute to the overall success and longevity of the theme painting project.

3.4 Deliverables

Work Type	Milestones	Timelines	Payment milestones
Theme paintings	30 days: Surface Preparation 60 Days: Paint		

3.5 Payment Milestones

The payments shall be made on item rate basis as per the following terms and conditions after issuance of LoA:

i) 80% As per the below conditions

- a. For execution of work, payment will be stagewise on work completion as per the RA bills and Measurement Book (MB) on item rate basis.
- b. The Implementing Agency shall submit consolidated monthly running bills to Agra Development Authority for the work completed during each month. If surface preparation is not done or not required to be done, authority is not liable to pay for the same.
- c. All the above payments will be made after The Engineer-In-Charge, Agra Development Authority verifies the bills against milestones set as per the Memorandum Signed.

- d. The certificate of the Engineer-In-Charge, Agra Development Authority regarding the sum payable against bills shall be final and conclusive.
- ii) 10% after completion of work and submission of Project completion report by the agency and approval from the Engineer-In-Charge
- iii) 10% Balance after handing over all the projects sites after expiry of operation and maintenance period of minimum of 1 year or till the engagement of a mutually agreed upon NGO/ Association of Citizens/ Society etc. for operation and maintenance. The operation and maintenance period of sites will commence on completion and handing over of all sites.

4 Eligibility and Technical Evaluation criteria

4.1 Eligibility criteria

Applicants must carefully read the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation. To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

4.1.1 Registration details

S.No	Eligibility Conditions	Documentary Proof to be submitted
i.	The bidder can be any registered proprietorship / partnership / private limited / Public Limited / LLP / NGO / Trust or Society.	The bidder shall be required to submit a true copy of its Incorporation Certificate along with the Proposal
ii.	The bidder must have a valid Goods and Service Tax (GST) registration in India. Exemption for this in case of NGO	The bidder shall be required to submit a true copy of its Good and Service Tax (GST) registration certificate. Documents proving entity is NGO.
iii.	The Bidder (in case of single business entity)/ Any member (in case of JV/Consortium) must have an operational office for the last Five years in India	Proof of registration of the Bidder shall be submitted. In case of JV/Consortium, proof of registration of all the members shall be submitted

4.1.2 Financial Eligibility

S.No	Eligibility Conditions	Documentary Proof to be submitted
i.	Minimum average annual turnover of The Bidder (in case of single business entity)/ Any one-member (in case of JV/Consortium) should not be less than 25 Lacs during last three (3) financial years from the Proposal due date of bid.	The Bidder shall enclose with its Application, certificate(s) from its Statutory Auditors stating its total revenues. The Statutory auditor also needs to certify that the Bidder has positive Net worth in three (3) consecutive financial years in last three (3) financial years from the Proposal Due date of bid.
ii.	The Bidder (in case of single business entity)/ Financial partner of the Consortium/JV (in case of JV/Consortium) should have positive Net worth during the last three (3) financial years from the date of bid.	In the event that the Bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the Chartered Accountants of the Bidder that ordinarily audits the annual accounts of the Bidder. Refer Form 2: Financial Capacity of the Bidder

4.1.3 Technical Eligibility

The Bidder shall have experience as under:

S. No.	Criteria	Documentary Proof to be submitted
	<p>For the purposes of satisfying the conditions of eligibility and for evaluating the Bidder's proposals under this RFP, following projects shall be deemed as eligible projects (the "Eligible Projects")</p> <p>The Bidder/Any member (in case of Consortium) should have completed minimum 2 similar assignments with Government Agencies (Central Government Agencies/State Government Agencies/PSU's) in past 10 years;</p>	<p>Work order/Copy of contract agreement/letter of award and any one of the following:</p> <ol style="list-style-type: none"> 1. Client certificate specifying similar experience Or 2. Completion Certificate Or 3. Self- declaration along with a copy work order and agreement showing the details of the scope of work along with proof of submission and certificate from Chartered Accountant certifying the work is completed as per the contract

4.1.4 Other Criteria

S.No	Criteria	Documentary Proof to be submitted
a.	The Bidder should not have been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar exists as on the date of the Proposal.	Undertaking as per Form 5
b.	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	Undertaking as per Form 6

Only Eligible Bidders will be taken up for Technical Evaluation.

4.2 Technical Evaluation Criteria

The Bidder shall be selected under the Quality-cum-Cost Based Section (QCBS) with procedures described in this RFP. Bidders who score a minimum of 70% marks in technical evaluation shall be technically qualified and only their Financial Bids shall be opened for further evaluation.

S.No	Criteria	Documentary Evidence to be submitted	Max. Marks
1. a)	Work experience with Central Government Agencies/State Government Agencies/PSU's/local governments for conceptualizing, designing and executing similar projects. during past five (5) years. - 5 (five) Marks for each experience	Work Orders/Completion Certificates	15
1. b)	Experience of conceptualizing, designing and executing similar projects in tourism sites/cities with special govt. campaigns like NMCG, SBM etc with specialized themes during past five (5) years. - 5 (five) Marks for each experience	Work Orders/Completion Certificates	10
2	Presentation on Adequacy and quality of the proposed methodology, and work plan in responding to the terms of Reference (TORs) <ul style="list-style-type: none"> Ideation, story boarding, prototyping and solution including BOQ and drawings – 15 marks Expertise in impactful documentation (Videos/documentaries/short films etc.) – 10 marks Proposed material and its suitability as per the preferred artwork – 5 marks Awards/Appreciation by reputed organisations at national and international level – 5 marks Preliminary maintenance strategy and innovative components – 5 marks Detailed work plan and break-down of activities for execution of the assignment – 5 marks Team deployment plan – 5 marks 	Presentation based on A&M	50
3	Key professional team qualifications and competence for the assignment associated with the project :- <i>Creative Head/ Project Director, 1 position - 15 Marks</i> <ul style="list-style-type: none"> 7 to 9 years – 4 Marks 10 to 12 years – 6 marks More than 12 years – 8 marks <i>Documentation Head, 1 position – 10 Marks</i> <ul style="list-style-type: none"> 3 to 5 years – 3 marks More than 5 years – 5 marks 	CVs to be attached	25
	Total		100

4.3 Financial 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.

4.4 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 Authority with respect to evaluation/selection criteria.

4.5 Financial Bid Evaluation

Minimum score of 60 marks is required in the technical evaluation process. Only those bids having minimum score would be eligible for opening of Financial Bids. The financial proposals of only technically shortlisted applicants 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. 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 initiated by the authorized person.

4.6 Final Bid Evaluation

The Applicant shall be selected under the Quality-cum-Cost Based System (QCBS) with weightages of 70:30 (70% for technical proposal and 30% 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.

$$S = St \times (T=70\%) + Sf \times (F=30\%)$$

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.

Annexure A: General Conditions of Contract (GCC)

1. General Provision

1.1. Definitions

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

- i. “Applicable Law” means the laws and any other instruments having the force of law in India as they may be issued and be in force from time to time;
- ii. “Authorized Representatives” shall have the meaning set forth in Clause 1.5 of Annexure B
- iii. “Bidder” means any private or public entity that may provide the Services to the Authority (“the Client”) under the Contract.
- iv. “Client” means the Authority with which the Bidder signs the Contract for the Services
- v. “Contract” or “Agreement” means the Contract signed by the Parties and all the attached documents, if any
- vi. “Confidentiality” shall have the meaning set forth in Clause 3.3 of Annexure B
- vii. “Consultant” means the successful bidder with whom the contract shall be or has been signed
- viii. “Eligibility” shall have the meaning set forth in Clause 4.1 of the RFP
- ix. “EMD” Earnest Money Deposit
- x. “Government” means the Government of the Client’s country/state
- xi. “Key Dates” shall mean the dates mentioned in the Data Sheet
- xii. “LOA” Letter of Award
- xiii. “Official Website” is [Welcome to Agra Development Authority \(adaagra.org.in\)](http://adaagra.org.in)
- xiv. “Party” means the “Client or the Bidder” as the case may be, and “Parties” means both of them
- xv. “Personnel” means professionals and support staff provided by the Bidder assigned to perform the Services or any part thereof
- xvi. “Proposal Due Date” or “PDD” shall mean the date as specified in the Data Sheet
- xvii. “Proposal Validity Period” shall mean the number of days for which the proposal shall be called valid post bidding till the signing of contract (the number of days are as mentioned in the Data Sheet)
- xviii. “RFP” means Request for Proposal i.e. It is a document that solicits a proposal, made through bidding process, by an agency or Authority interested in procurement of a commodity, service, or valuable asset.
- xix. “Scheduled Bank” means Banks specified in the RBI Act, 1932
- xx. “Services” means the work to be performed by the Bidder pursuant to the Contract.
- xxi. “days” means calendar days
- xxii. “weeks” means calendar weeks

xxiii. "months" means calendar months

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. Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4. Notices

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.

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

1.5. 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 Bidder may be taken or executed by the officials specified in the Contract.

1.6. Fraud and Corruption

For the purpose of this Contract, the terms set forth below as defined as follows:

- i. "corrupt practice" means 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;
- ii. "fraudulent practice" means misrepresentation or omission of facts in order to influence the selection process or the execution of a contract;
- iii. "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- iv. "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 the contract.

Measures to be taken:

The Client will cancel the Contract if representatives of the Bidder are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract;

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

1.7. **Limitation of Liability**

The Contract will require that the aggregate liability of the bidder 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 Bidder hereunder. The preceding limitation shall not apply to liability arising as a result of the Bidder's fraud in performance of the services hereunder.

1.8. **Insurance**

The Bidders are expected to maintain insurance cover for the following events to insure Bidder's risks against:

- i. loss of or damage to equipment, property in connection with the Contract; and
- ii. Personal injury or death of the employees

For any other events that may be applicable, the Client does not take any responsibility for insurance coverage in case of any mis-happening.

1.9. **Liquidated Damages**

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.5% (two per cent) of the Agreement/Contract Value per week, subject to a maximum of 10% (ten per cent) of the Agreement/contract Value shall be imposed and shall be recovered by appropriation from Payment of the Consultant or the Performance Security.

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

1.10. **Security Deposit**

For the purposes of the Agreement, Security Deposit shall be deemed to be an amount equal to 3% of the contract value (the "Security Deposit"); which must be provided in the form of a NEFT / RTGS payment, before signing of the contract.

In case any services are not found as per the prescribed Specification as given in Section 3, the Client may impose penalties on the Bidder. The consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the bidder by way of deemed liquidated damages, subject to a maximum of 10% (ten per cent) of the total fee quoted for the contract period and may be recovered by appropriation from the Security Deposit as well. Depending on the severity of the situation, the entire Security Deposit may get forfeited.

1.11. **Forfeiture of Security Deposit by Authority**

For successful bidders, the Security Deposit submitted may be forfeited under following conditions:

- i. If the Consultant violates any such important conditions of the RFP / Contract; or
- ii. If the Consultant indulges in such activity which will or may jeopardize the interest of ADA in timely finalization of this project; or
- iii. If the liquidated damages are found to be higher than Security Deposited by the successful Bidder.

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.

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

Force Majeure shall not include

- i. Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor
- ii. Any event which a diligent Party could reasonably have been expected to both
- iii. Take into account at the time of the conclusion of this Agreement, and
- iv. Avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

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.

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.

2.5.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6. Termination

Either Party may terminate the Contract 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 thirty (30) days' written notice of termination to the Consultant, and sixty (60) 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 thirty (30) 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.
- 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.
- 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 8 hereof.

2.6.2. By the Successful Bidder

The Successful Bidder 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 Successful Bidder 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 8 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 shall make the following payments to the Consultant:

- a) payment pursuant to GC Clause 2.6 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 incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. Obligations of the Bidder

3.1. Standard of Performance

The Bidder 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 safe and effective equipment, machinery, materials and methods. The Bidder 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. Responsibility of the Bidder

The Bidder shall be fully responsible for site review and event of the services conforming to relevant Indian or International standards.

The Bidder may commence execution of services on the start date and shall carry out the services in accordance with the program submitted by the Bidder, as updated with the approval of the Client, and complete them by the intended completion date.

The workmanship shall be of high order and quality so as to prevent accidents and damaging of the environment and surroundings.

Notwithstanding anything mentioned in this RFP, the Bidder shall ensure compliance with all Applicable Laws and any guidelines which have been issued by the government or Client from time to time.

3.3. Confidentiality

Except with the prior written consent of the Client, the Bidder 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 Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract 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 the Contract, (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 the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations. These obligations shall be valid for a period of six (6) months post the date of termination of the Contract.

3.4. Documents prepared by the Bidder to be the property of the Client

- a. All deliverables in the form of data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") submitted by the Bidder 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.
- b. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract 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 the Contract, (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 the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations.

3.5. Accounting

The Bidder 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

- a. Assistance and Exemptions - The Client shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the Contract.
- b. 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 Bidder

5.1. Terms and Conditions of Payment

Payments will be made to the account of the Bidder and according to the payment schedule stated in Section 3.

6. Good Faith and Indemnity

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.

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. Penalty

In addition to the liquidated damages not amounting to penalty, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the

Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8. Settlement of Disputes

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

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 of any dispute between the Parties arising out of or in connection with the Contract, including the validity thereof, the Parties hereto shall endeavour 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.

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 Gautam Budh Nagar, India. The language of arbitration shall be English.

The Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

Jurisdiction

In the event that Parties fail to settle the dispute amicably, the same shall be settled by binding Arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act, 1996.

Any dispute arising in relation to this Contract shall be subjected to Jurisdiction of District court of Agra, Uttar Pradesh.

9. Third party Insurance

- i. The Consultant shall bear the cost, throughout the duration of contract, for a comprehensive general liability insurance covering injury to or death of any person(s), including death or injury caused by the negligence of the selected Consultant or his failure to perform its obligations under the agreement.
- ii. The Consultant shall submit, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, selected Consultant agrees and undertakes to indemnify and hold ADA harmless against all liabilities, losses, damages, claims, expenses suffered by ADA as a result of such default by the selected Successful Bidder .

10. Indemnification

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.

11. Fraud and Corrupt Practices

- i. The Consultant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this BID, ADA shall reject a Bid without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the ADA shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Processing Fee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the ADA for, *inter-alia*, time, cost and effort of the ADA, in regard to the BID, including consideration and evaluation of such Successful Bidder's Proposal.
- ii. For the purposes of this Clause 11, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of ADA who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of ADA, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 3.17 of this Bid, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA, who at any time has been or is a legal, financial or technical adviser of the ADA in relation to any matter concerning the Project;
 - b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - c) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
 - d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by ADA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

12. Negotiations

Negotiations may be held at the date, time and address intimated to the qualified and selected Bidder. Representatives conducting negotiations on behalf of the selected Bidder must have written ADA to negotiate and conclude a contract.

Annexure B: Standard Forms

FORM 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 [title of assignment] in accordance with your Request for Proposal dated [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 **Appointment of Implementing agency for theme painting work at multiple locations in Agra** 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: _____

FORM 2: Financial capacity of the Bidder

#	Financial Year	Turnover (in INR)
1.		
2.		
3.		
4.		

Note: Attach audited financial statements as proof of the above figures. The Consultant shall, as per their published balance sheet, provide 3 consecutive balance sheets for the last 4 years preceding bid due date.

Sincerely,

(Signature of the Authorized Person)

Name:

Designation:

<Seal and stamp of the bidder and CA>

FORM 3A: Eligible assignments of the Bidder

#	Name of Project*	Name of Client	Year of Implementation and Activities	Approximate Area (Clear photographic evidence must also be attached)
1				
2				
3				
4				
5				
6				
7				
8				

* The Bidder should provide details of only those assignments that have been undertaken by it under its own name.

FORM 3B: Eligible Project Details

Assignment name:	
Country: Location within country:	Duration of assignment (months):
Name of Client:	Approximate daily Footfall for this project:
Address:	Amount of fee received by your firm (INR)
Start date (month/year):	Completion date (month/year):
Name of associated Bidders, if any:	No. of professional man-months provided by associated Bidders:
Narrative description of Project	
Description of actual services provided by your staff within the assignment:	
Firm's Name:	

FORM 4: Bidder's organization and experience

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

FORM 5: Declaration

Declaration for not being barred by the Central Government, any State Government, a statutory authority or a public sector

Declaration Letter for “<insert name of the RFP>”

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to <insert name of the RFP>, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> has not been blacklisted by any Central / State Government Department / Public Sector Undertaking.

Sincerely,

(Signature of the Authorized Person)

Name:

Designation:

FORM 6: Declaration

Declaration that, during the last three years, the Bidder has neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.

Declaration Letter for “<insert name of the RFP>”

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to <insert name of the RFP>, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> has during the last three years, neither failed to perform on any agreement, nor has been evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or agreement nor have had any agreement terminated for breach by us.

Sincerely,

(Signature of the Authorized Person)

Name:

Designation:

FORM 7: Financial Proposal

[Date]

To: [Name and address of Client]

Subject: Financial proposal

Reference: Request for Proposal for Appointment of Implementing agency for Theme painting work at multiple locations in Agra.

Dear Sirs,

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 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 ADA 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 and Name of the Authorised Person

NAME OF THE BIDDER AND SEAL

Cost Estimate

(The bidder will submit financial quote (as per BOQ uploaded on tender portal) as percentage above or below this total amount and the same percentage will be applied to subsequent running bills. The financial quote will be uploaded only on the excel format shared with this RFP on the portal.)

Sl. No.	Name of Activity	Quantity	Unit	Estimated Rate (Rs.)	Amount (Rs.)
1.	Theme painting on Metro & Elevated road pillars on Bottom surface with Artistic Acrylic Colour with PU coating	10382	Sqm	973.00	10101686.00
2.	Removing white or colour wash by scrapping and sand papering and preparing the surface smooth including necessary repairs to scratches etc.	3115	Sqm	9.00	28035.00
3.	12mm Thick cement plaster in 1:4 cement & coarse sand of single coat for interior plastering upto floor two level including brick wall for plastering upto two floor level including internal rounded angles chamfers and rounded angles not exceeding 80 mm. In girth and finished even smooth.	1558	Sqm	195.00	303810.00
4.	Providing and applying plaster of paris putty of 2 mm thickness over plastered surface to prepare the surface even and smooth complete including curing the cost of all material, labour, T&P etc complete.	1558	Sqm	130.00	202540.00
	Total (Basic rate)				1,06,36,071.00

NOTE:

1. Quantities are tentative and may vary upon requirement of the authority, which is not subject to any rate revision.
2. In case of additional scope, authority may extend the scope of similar work to the vendor throughout the term of the contract under the same quoted final rate.