

BDA Bareilly is inviting you to a scheduled Zoom meeting.

Topic: Selection of an agency for conceptualization construction & Supply

Time: Mar 28, 2024 04:30 PM India

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- +1 669 444 9171 US
- +1 689 278 1000 US
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- +1 720 707 2699 US (Denver)
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 301 715 8592 US (Washington DC)
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बरेली विकास प्राधिकरण, बरेली।

पत्राक- 122

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दिनांक-13-3-24

Request for proposal (R.F.P)

Request for proposal (R.F.P) is invited from interested experienced agencies / individuals / company / firm for "Selection of an agency for conceptualization, construction & supply with 2 year maintenance of 51 feet height bronze statue of Lord Rama in standing posture at Ramayan Vatika in Bareilly".

The details relating to Scope of Work and General Terms and Conditions can be downloaded from the website- www.bdainfo.org. The last date for submission of interest regarding the above said work is 18-04-2024 by 5 PM in the office of Bareilly Development Authority, Vikas jyoti, Priyadarshani Nagar, Bareilly

Start date for submission R.F.P. 19-03-2024

Last date for submission R.F.P. 18-04-2024

Executive Engineer
Bareilly Development Authority
Bareilly

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Selection of an agency for conceptualization, construction & supply with 2 year maintenance of 51 feet height bronze statue of Lord Rama in standing posture at Ramayan Vatika in Bareilly



BAREILLY DEVELOPMENT AUTHORITY

Request for Proposal

For

**Selection of an agency for
conceptualization, construction & supply
with 2 year maintenance of 51 feet height
bronze statue of Lord Rama in standing
posture at Ramayan Vatika in Bareilly**

February-2024



Issued by:

Bareilly Development Authority (BDA)
Vikas Jyoti, Priyadarshini Nagar Bareilly,
Uttar Pradesh 243122

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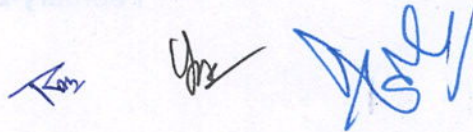
Disclaimer

This Request for Proposal (RFP) document for Selection of an agency for conceptualization, construction & supply with 2 year maintenance of 51 feet height bronze statue of Lord Rama in standing posture at Ramayan Vatika in Bareilly (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. **Bareilly 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.



Contents

1 Data Sheet..... 1

2 Terms of Reference..... 3

 Introduction..... 3

 Scope of Services..... 4

 Particulars..... 5

 Payment Schedule, Deliverables, and Timelines..... 6

 Core Team..... 7

 Review of the Bidder's Work..... 7

3 Eligibility and Evaluation Criteria..... 8

 Conditions of Eligibility of Bidders..... 8

 Conditions for Consortium and Sub-contracting..... 8

 Evaluation..... 8

 Technical Evaluation..... 9

 • 3 to 6 years' experience –3marks..... 9

 • 7 to 10 years' experience –7marks..... 9

 Financial Evaluation and Selection..... 10

4 Instructions to the Bidders..... 11

A. General instructions..... 11

 Number of Proposals and respondents..... 11

 Proposal preparation cost..... 11

 Right to accept and reject any or all the Proposals..... 11

 Amendment of the RFP..... 11

 Data identification and collection..... 12

B. Preparation and submission of Proposals..... 12

 Language and currency..... 12

 Proposal validity period and extension..... 12

 Format and signing of Proposals..... 13

 Submission of e-bid/Proposal..... 13

 Deadline for submission..... 14

 Late submission..... 15

 Withdrawal and resubmission of Proposal..... 15

 Selection of the Consultant..... 16

C. Proposal opening..... 17

 Opening of Proposals..... 17

 Confidentiality..... 17

 Tests of responsiveness..... 17

 Clarifications sought by the Authority..... 18

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Proposal evaluation 18

Notifications 18

5 General Conditions of Contract (GCC) 19

 General Provisions 19

 Commencement, Completion, Modification and Termination of Contract 20

 Obligations of the Client 24

 Payments to the Consultant 24

 Good Faith and Indemnity 25

 Settlement of Disputes 25

 Limitation of Liability 26

6 Technical Proposal – Standard Forms (Annexure-A) 27

 Form TECH-1: Technical Proposal Submission Form 28

 Form TECH-2: Applicant's Organization and Experience 29

 Form TECH-3: Curriculum Vitae (CV) for Proposed Professional Staff 30

 Form TECH-4: Project Details 31

 Form TECH-5: Financial Qualification of the Applicant 32

 Form TECH-6: Approach and Methodology 33

 Form TECH-7: Declaration for not being Barred 34

 Form TECH-8: Declaration 35

7 Form FIN-1: Financial Proposal Submission Form 36

8 Annexure-B 37

Ken *Jim* *April*

• Data Sheet

1	Name of the Bid	Selection of an agency for conceptualization, construction & supply with 2 year maintenance of 51 feet height bronze statue of Lord Rama in standing posture at Ramayan Vatika in Bareilly
2	Time-period of contract	12 months including project execution
3	Method of selection	QCBS (<i>Quality cum Cost Based Selection</i>) - 80% Technical and 20% Financial
4	Ernest Money Deposit	Refundable amount of INR 10,00,000/- deposited through RTGS Note: 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 document is not submitted by the Bidder, the exemption of EMD may not hold good and bid shall become invalid.
5	Tender Processing Fee	Non-refundable fee of INR 20,000/- with GST by RTGS
6	Payment Details	Acc.No-2838101007383, IFSC Code-CNRB0002838 CANARA BANK Rajendra Nagar Bareilly.
7	Performance Security	10,00,000 INR by RTGS
8	Name of the Authority's official for addressing queries and clarifications	Executive Engineer, BDA Contact: + 91 9568006403, E-mail: bdabareilly@gmail.com Website: http://bdainfo.org
9	Proposal Validity Period	90 days from Proposal Due Date
10	Consortium/JV	Not allowed
11	Schedule of Bidding Process	
	Task	Key Dates
	Bid Start Date	19-3-2024
	Proposal Due Date (PDD)/ Bid End Date	18-4-2024
	Last date for receiving queries	26-3-2024
	Pre-Bid Meeting	28-3-2024



76 59

	Google Meet joining info- Video call link:
Opening of Technical Bid	22-4-2024
Technical Presentation	To be communicated later
Opening of Financial Bid	To be communicated later

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25

- **Terms of Reference**

Introduction

Bareilly is located on the ramganga River in the State of Uttar Pradesh and the geographical region of Rohilkhand. Bareilly has very productive land (TARAI) for growing sugar cane, rice, pulse Hindustan unilever has began growing rice in Bareilly. The Indian government initiated a 10 percent ethanol-blending programme on a pilot basis in Bareilly. Bareilly district was the first to implement india's bio fuel standard. The city is a center of furniture manufacturing and trade in cotton cereal and sugar, Its status grew with its inclusion in the "Counter Magnet" list of the National Capital Region (NCR) Bareilly also figured amongst PM Narendra Modi's ambitious 100smart city list in India. Bareilly rural economies remains agrarian Handicraft (Zari Zardosi, Embroidery work on cloth material) Bamboo and cane furniture. The city is anticipated to become a global industrial destination existing major industries in Bareilly are B.L. Agro Refinery at Parshkhera, IFFCO plant in Aonla. An airport is also developing at Bareilly-Pilibhit road. NH-24 (AH-2) road, NH-74, NH-33 and NH-37 are connected to Bareilly. Ramganga Nagar Housing scheme developing by Bareilly Development Authority at Dohra road & Bisalpur road total area of scheme is approx. 259 Hect. The main features of scheme are science & technology park and Zonal park approx. 35000 Sqmt.

IVRI Izzatnagar and Rohilkhand University located in Bareilly region North Eastern railway division headquarter in Izzatnagar Bareilly which one of the 16 Zones of Indian Railways. In Addition to the Air Force base Bareilly is the regimental center and a major settelement of Jat Regiment (one of the longest serving and most decorated infantry regiments of the Indian Army)

The most popular 8 shiv temples situated around the Bareilly and muslim pilgram (Ala Hazrat Darghah) located in Bareilly. With increased tourist inflow in the near future. The city is likely to grow manifold with significant demand in hospitality and allied industries and envisaged to be developed as a mega centre for tourist, economic and religious activities. The city is also known by the name of Nath nagri.

Government of Uttar Pradesh, intends to promote Bareilly Development Authority area (BDAA) as global religious and industrial center by developing it.

This project aligns seamlessly with the Authority's broader goals of urban development, cultural preservation, and tourism promotion. By placing sculptures, at Ramayan Vatika Bareilly across the city, narrating the story of Bareilly's rich history and heritage, the BDA aims to create a lasting impact on the city's visual appeal and cultural identity. Furthermore, the project is expected to contribute to economic development by attracting more tourists and generating employment opportunities for local artists and skilled labour.

The BDA invites proposals from qualified and experienced implementing agencies for this exciting project. The Authority looks forward to partnering with a creative and capable agency to breathe life into the cultural essence of the city of Bareilly through the art of sculptures and mural designs.

24 58

Scope of Services

The Bidder shall be required to undertake the following activities:

- Inspection of the sites at their own cost to understand the condition of the Site location and any other requirement as per the Applicant may find necessary.
- Conceptualization and designing of the sculpture as per the themes decided by the Authority. The Applicant shall ensure that business names/logos, branded tags, acronyms, and trademarks shall not be used, and any commercial advertising is not done during the execution of the Project.
- Seek approval of the above from the Authority within the stipulated time. This would include preparation of layouts, drawings, bill of quantity (BOQ), and other documents as required by the Authority.
- Based on the design finalized and approved, the applicant is required to prepare detailed BOQ for approval of the Authority. The rate shall be evaluated as per the government approved rates and other applicable market parameters.
- Procurement of market, temporary structures, equipment, and labour to produce the works at the identified vacant locations.
- Construction/installation of the artworks at the prescribed location under complete supervision of the Applicant.
- The Applicant shall be responsible for the electricity supply charges and any other charges incurred at the site during the project duration.
- Maintenance of the above infrastructure during the Contract period. This includes cleaning, dust removal, periodic site visits, etc.
- The Sculpture must be durable and suitable for outdoors with the ability to withstand the elements of the local climate as well as interaction with the public.
- The Applicant shall ensure that the execution of the Project does not impede the flow of traffic in any way and comply with the applicable (safety, environmental, labour, etc) State and Central laws, regulations, guidelines, etc. The compliance report shall be submitted to the Authority.
- The Applicant shall be required to submit the progress of the Project as per the timelines decided by the Authority.
- The Applicant should provide all necessary consultancy/assistance when required by the Authority and its allied departments.
- Upon completion of the Project, the Authority will retain all rights of ownership to the artwork, including the right to alter, repair or remove the work as needed.
- Material testing report of lab should be submitted at the time of supply including VATE from reputed lab.
- For installation of sculpture the applicant shall be arrange the crane/hydra as per site requirement



73

REQUIREMENT

- Total height of the statue is approximately 51 feet.
- The statue should be made of bronze and its chemical composition should be Copper 85%, Lead 5%, Tin 5% and Zinc 5%.
- No Bronze sheet should be used.
- Bronze casting should be done by lost wax process only.
- Steel framework to support the statue is to be included in the work.
- Installation of sculpture including all material labour T&P complete as per direction of engineer in charge.
- Foundation detail with required design.

Time period for completion of job is 6 months from the date of award of work.

Particulars

#	Particular	Approx Height in ft.	Suggested material	Quantity
1	Selection of an agency for conceptualization, construction & supply with 2 year maintenance of 51 feet height bronze statue of Lord Rama in standing posture at Ramayan Vatika in Bareilly	52	The statue should be made of bronze and its chemical composition should be Copper 85%, Lead 5%, and Tin 5% and Zinc 5%.	One

For *you* *to*

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Payment Schedule, Deliverables, and Timelines

The details of the payment schedule, deliverables, and timelines are encapsulated as follows. The selected Bidder must provide a report of completed tasks at every stage along with as required submission listed below. For closure of each stage, all the submissions by the Bidder must be approved and accepted by the Authority.

#	Milestone	Deliverable	Fee Payable (% of the Contract value)	Cumulative fee Payable	Timeline
1	Work order/ Agreement signing & project kick-off	Work order/ Agreement signing	-	-	T
2	Detailed site survey, conceptualized specific designs, and take approval from the Authority	Detailed survey report and execution plan containing concept, designs, and BOQ	10%	10%	T+2 Week
3	Construction of the artwork – clay modeling upto 8 feet height	Images and other documents supporting the milestone	10%	20%	T+16 Weeks
4	Supply of statue, civil work, casting, and other related works	Site images and other documents supporting the milestone	30%	50%	T+40 Weeks
5	Completion of the artwork	Site images and other documents supporting the milestone	40%	80%	T+48 Weeks
6	Maintenance of the artwork during the next period	Maintenance of the artwork and submission of the maintenance plan	10%	90%	T+52 Weeks
7	Maintenance of the artwork during defect liability period 2 years	Maintenance of the artwork and Project completion report	10%	90%	T+156 Weeks

Table 2: Payment schedule and penalty in case of deviation from timelines

Note: In case of delay of works by the consultant or any other default, a total penalty of maximum 10% of the contract value, shall be imposed by the Authority, based on the severity of the default.

Ken *Y* *Joe*

21

Core Team

The Bidder must have a team of experts who can produce best quality and timely deliverables. The minimum team of the bidder must consist of the following personnel. The details of the required core team experts are encapsulated as follows.

Positions	Responsibilities	Key qualifications
1. Creative head/ Project Director	<ul style="list-style-type: none"> Liaison with the Authority to execute the approved designs. Ensure completion of the project within the timelines and compliance to other conditions mentioned in the RFP. 	Graduate with a minimum of 5 years of experience in similar works.
2. Designer	<ul style="list-style-type: none"> Conceptualisation, visualisation and designing of the artwork. 	Minimum of 3 years of Experience in similar works.

Table 3: Structure of the Core team and experts

Review of the Bidder's Work

There will be periodic review and inspection of each vacant location by the Authority or any authorized representative of the Authority. The Bidder should facilitate all the inspections and provide all the details required by the Authority for assessment of the work in progress.

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Eligibility and Evaluation Criteria

Conditions of Eligibility of Bidders

The Bidders must carefully examine the below mentioned eligibility criteria. The Bidder must meet all the eligibility criteria set out in this section to be eligible for financial evaluation.

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

#	Eligibility Conditions	Documentary proof to be submitted
1	The Bidder, should be a legal entity, which may be: <ul style="list-style-type: none">• A Proprietorship; or• A Company, incorporated under Companies Act, 2013 or 1956, amended till date; or• A Limited Liability Partnership Firm, incorporated under Limited Liability Partnerships Act, 2008; or• A Partnership Firm registered under Partnership Act, 1932.	Company Registration certificate
2	The Bidder should have minimum Annual Turnover of INR 10.00 Crore during the last five years (5) i.e., 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24	Form 2 and Audited Financial statements
3	The Bidder should, over the past 5 years preceding the RFP due date, have completed at least two similar project with a minimum amount of 5 crore	Form 3 Work Order/ completion certificate from client
4	The Bidder should, over the past 5 years have successfully conceptualized, designed and executed at least 2 (two) similar projects with a municipal corporation, tourism department, development authority, PSUs or other government departments or private sector. At least one project should be government with a municipal corporation, tourism department, development authority, PSUs or other government departments	Form 3 Work Order/completion certificate from client
5	The Bidder should not have been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking from participating in any project, and the bar subsists as on the date of the Proposal.	Undertaking as per Form6
6	The 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 Form7

Only eligible bidders will be taken up for Technical and Financial Evaluation.

Conditions for Consortium and Sub-contracting

Consortium/sub-contracting is not allowed.

Evaluation

The Technical Bids will be evaluated as per the criteria defined below and the ranking will be done from highest to lowest for only eligible consultants as per the eligibility criteria. The bids will be evaluated during the technical / concept presentation on the following basis. The Bidder shall be selected under Quality-cum-Cost-based Selection (QCBS) with procedures described in the RFP.

Technical Evaluation

The Technical Evaluation of the proposals shall be based on the following parameters.

#	Criteria	Marks	Documents to be Submitted
A	Relevant experience in construction and maintenance of sculptures, murals or similar art works. <ul style="list-style-type: none"> • 3 to 6 years' experience –3marks • 7 to 10 years' experience –7marks • More than 10years experience – 10 marks 	10	Client Work Order/Client certificate clearly mentioning the scope of work.
B	Relevant project experience in construction and maintenance of sculptures, murals or similar art works. <ul style="list-style-type: none"> • No. of Projects 3 to 6 – 3marks • No. of Projects 7 to 10 – 7 marks • More than 10 projects – 10marks 	10	Client Work Order/Client certificate clearly mentioning the scope of work.
C	Annual average turnover during last 3 financial years ending 31st March 2023. <ul style="list-style-type: none"> • ≥ 5.00 crore and < 7.50 Cr – 5 Marks • ≥ 7.50 Cr and < 10.00Cr – 10 marks • ≥ 10.00 Cr – 15 marks 	15	Form 2 and Audited Financial Statements
D	Technical Capability of the Core Team	15	
	Creative Head/ Project Director <ul style="list-style-type: none"> • 5 to 8 years – 5 marks • More than 8 years – 8 marks 	8	CVs of the professionals to be attached
	Designer <ul style="list-style-type: none"> • 3 to 7 years – 4 marks • More than 7 years – 7 marks 	7	
E	Approach & Methodology <ul style="list-style-type: none"> • Concept and Design including BOQ and drawings – 35 marks. • Kind of material proposed for artwork – 10 marks. • Preliminary maintenance strategy and innovative components – 5 marks (Power Point Presentation (soft and hard copy))	50	Presentation (soft and hard copy). (Form 5)
F	Grand Total	100	

Minimum score of 60 marks is required in the evaluation process. Only those bids having minimum score would be eligible for opening of financial bids. All the firms which meet the minimum qualifying marks prescribed will stand technically qualified for consideration of their financial bids.

Note:

- Applicants will be required to provide work orders/extension orders/ contracts/ completion certificates as proof of experience.
- Extension work orders on an existing project will not be counted as separate projects but may be counted towards monetary value of total project. All experiences should be from India.
- Evaluations will be based on documentary evidence submitted by the Applicants and presentation before the Client with respect to evaluation/selection criteria.
- Only projects carried out in India will be considered for evaluation.

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Financial Evaluation and Selection

- Under QCBS, the technical proposals will be allotted weightage of 80% while the financial proposals will be allotted weightages of 20%.
- Proposal with the lowest cost may be given a financial score of 100 and other proposals will be given financial scores that are inversely proportional to their prices.
- The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.
- Based on the combined weighted score for quality and cost, the Bidder shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as the highest, the proposals securing second highest will be ranked so, and further on. The proposal securing the highest combined marks will be invited for justification of cost, if required and shall be recommended for award of contract.
- The Authority reserves the right of inviting the second highest Bidder in case the Bidder securing the total highest combined marks for a particular vacant location does not meet the timelines or other conditions defined in this RFP document.
- Bidders are advised to quote the rates for the best quality of Material and Art. Decision of the Authority in this regard shall be final.
- The bidder will quote a lumpsum amount (exclusive of GST) for each of the location based on the details of RFP and independent evaluation will be carried out for each location on QCBS method. GST will be paid extra at actuals by the authority.

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• **Instructions to the Bidders**

A. General instructions

Number of Proposals and respondents

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

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

Joint venture/Consortium is not allowed under this RFP.

Proposal preparation cost

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.

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

Right to accept and reject any or all the Proposals

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.

Client reserves the right to reject any Proposal if:

- a) At any time, a material misrepresentation is made or discovered, or
- b) The Applicant/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
- c) The Applicant does not adhere to the formats provided in the Annexures to the RFP while furnishing the required information/details.

Amendment of the RFP

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.

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.

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Data identification and collection

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.

It is deemed that Applicants have conducted their own assessment, research and analysis, including seeking clarifications, pre bid queries from nodal officer(s) identified in this document, as required before submission of their Proposal. The queries need to be submitted before the date mentioned in the Data Sheet as per the following format on PDF and Excel Format.

Sr. No.	Page No.	Original Clause No.	Original Clause	Revised Clause	Clarification / Explanation from the bidder
1					

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

- a) Made a complete and careful examination and accepted the RFP in totality.
- b) Received all relevant information requested from Client and:
- c) Made a complete and careful examination of the various aspects of the Scope of Work.

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

Language and currency

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 if they are accompanied by appropriate translations of the pertinent passages in the respective language.

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

Proposal validity period and extension

Proposals shall remain valid for a period of 90 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.

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.

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Format and signing of Proposals

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

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.

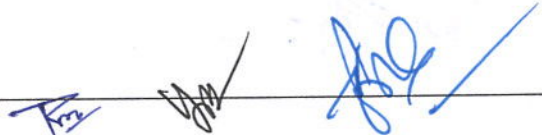
In case the Applicants intends to provide additional information for which specified space in the given format is not enough, it can be furnished in duly stamped and signed PDFs.

Submission of e-bid/Proposal

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.

The Applicants must follow the following instructions for submission:

- a) 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.
- b) In addition to the normal registration, the Applicant must 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.
- c) 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.



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- d) 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.
 - e) 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.
 - f) 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.
 - g) 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.
 - h) 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.

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

Deadline for submission

- 4.10.1 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.



63

Late submission

4.11.1 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 must 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.

Withdrawal and resubmission of Proposal

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.

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.

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.

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.

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

Selection of the Consultant

4.13.1 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.

For You [Signature]

C. Proposal opening

Opening of Proposals

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.

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.

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.

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

Confidentiality

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.

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.

Tests of responsiveness

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:

- a) It is received or deemed to be received by the due date and time including any extension thereof pursuant to the Data Sheet.
- b) It is signed, sealed and marked as stipulated in this RFP.
- c) It contains all information as desired in this RFP.
- d) Information is provided as per the formats specified in the RFP.
- e) It mentions the validity period as set out in the Data Sheet.
- f) 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.

For *the* *bid*

The selected Bidder shall furnish a Performance Guarantee at the time of contract signing amounting to 10% of the Contract value in the form of Bank Guarantee (BG), which should be valid for two years. The BG shall be returned or extended after the expiry of the project period. The BG can be from any Nationalised or Scheduled bank.

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.

Clarifications sought by the Authority

4.17.1 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.

Proposal evaluation

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

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

Notifications

4.19.1 The Authority will notify the successful Applicant by letter.

59

• **General Conditions of Contract (GCC)**

General Provisions

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., Bareilly 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 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.

Law Governing Contract

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

Notices

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

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.

Taxes and Duties

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





58

Fraud and Corruption

- a) Definitions: defines, for the purpose of this provision, the terms set forth below as follows:
- b) "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.
- c) "Fraudulent practice" means a misrepresentation or omission of facts to influence a selection process or the execution of a contract.
- d) "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.
- e) "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.

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.

Commencement, Completion, Modification and Termination of Contract

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.

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.

Expiration of Contract

Unless terminated earlier pursuant to GC Clause 5.2.7 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

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.



Force Majeure

- a) 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 purpose, the definition or interpretation of the client regarding such event and/or regarding reasonable control of a party shall be final.

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.

- a) 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.

Termination

- b) 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.

- a) By the Client

- a) The Client may terminate this Contract in case of the occurrence of any of the events specified in parBareillyphs (a) through (f) of this GC Clause 5.2.7. 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).

49 56

- b) 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.
- c) If the Consultant becomes insolvent or bankrupt, to be certified by the competent court.
- d) 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.
- e) 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.
- f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- g) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 5.6.3 hereof.

b) By the Consultant

- a) 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 parBareillyphs (a) through (c) of this GC Clause 5.2.7:
- b) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant as per RFP here of within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- c) 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.
- d) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to GC Clause 5.6.3 hereof.

Payment upon Termination

Upon termination of this Contract pursuant to GC Clauses 5.2.7, the Client may make the following payments to the Consultant:



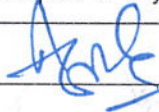
- a) payment pursuant to GC Clause 5 for Services satisfactorily performed prior to the effective date of termination.
- b) except in the case of termination pursuant to parBareillyphs (a) through (c), and (f) of GC Clause 5.2.7, reimbursement of any reasonable cost if the client is so satisfied incident to the prompt and orderly termination of the Contract.

Obligations of the Consultant

A. 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.

B. 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 during, 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.

C. 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.
- d) The consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that consultant own in performing the Services. Notwithstanding the delivery of any Reports, consultant retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that consultant compile and retain in connection with the

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Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement."

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.

Obligations of the Client

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.

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.

Payments to the Consultant

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 Bareilly (domestic or international) on actual basis. Any such travel and expenses shall be incurred with prior approval of the Client.

Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule (Section 2.9 and 2.10 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.

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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.

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 any dispute between the Parties arising out of or in connection with this Agreement, 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 Bareilly, 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.

Jurisdiction

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



27 52

Limitation of Liability

In no circumstances shall Consultant's total liability for any direct damages under this Contract exceed the Fee paid to consultant.

The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services."

Ken *Ym* *Adel*

• **Technical Proposal – Standard Forms (Annexure-A)**

- TECH-1 Technical Proposal Submission Form
- TECH-2 Applicant's Organization and Experience
- TECH-3 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH 4: Project Details
- TECH 5: Financial Qualification of the Applicant
- TECH 6: Approach and Methodology
- TECH 7: Declaration for not being barred by the Central Government, any State Government, a statutory authority or a public sector
- TECH 8: 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
- FIN-1: Financial Proposal (To be modified based on the project requirements)



2010 50

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 [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this a Technical Proposal, and a Financial Proposal.

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

If negotiations are held during the Proposal Validity Period, we undertake to negotiate based on the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment at a date mutually agreed between us.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Phone: _____

Rob *John* *Arak*

49

Form TECH-2: Applicant's Organization and Experience

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

Rev *John* *John*

US 48

Form TECH-3: Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed position** [only one candidate shall be nominated for each position]:
2. **Name of staff** [Insert full name]:
3. **Date of Birth:** **Nationality:**
4. **Education** [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
5. **Other training:**
6. **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
7. **Employment record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:
From [Year]: **To [Year]:**
Employer:

Positions held:

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

Name of assignment or project:

Year:

Location:

Client:

Main project features:

Positions held:

Activities performed:

All bidders must note, the team included for this project must be on a payroll with the bidding organisation. The bidders must submit an undertaking by the team which clearly states all the team members are current employees of the bidder and will be available for the entire duration of the project.

[Handwritten signatures and initials in blue ink]

47

Form TECH-4: Project Details

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

[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 services such as the ones requested under this assignment]

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:	

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Form TECH-5: Financial Qualification of the Applicant

#	Financial Year	Annual Revenue (In INR)
1.		
2.		
3.		

For me Agar

45

Form TECH-6: Approach and Methodology

- Concept and design including BOQ, drawings and layouts
- Kind of material proposed for artwork
- Preliminary maintenance strategy and innovative components

Tom *John* *Amie*

MS 74

Form TECH-7: Declaration for not being Barred

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



Sincerely,

(Signature of the Authorized Person)

Name:

Designation:

473

Form TECH-8: 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/ Proprietorship intends to submit a proposal in response to<insert name of the RFP>, we also declare that our Company / LLP / Partnership/ Proprietorship 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:



UR

- **Form FIN-1: Financial Proposal Submission Form**

(Note: The bidder will submit this form duly signed and stamped with all details other than the financial quote. The financial quote will be uploaded only on the excel format shared with this RFP on the portal. In case financial quote is mentioned in this form or anywhere in Technical Proposal, your respective Bid shall be disqualified)

To,

Vice Chairman
Bareilly Development Authority
Vikas Jyoti, Priyadharshini Nagar, Bareilly
Uttar Pradesh 243122

Sub: Financial Bid for "Selection of an agency for conceptualization, construction of 52 feet height Shri Ram Ji Sculptures, at Ramayan Vatika with 2 years maintenance in Bareilly"

Dear Sir/Madam,

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

Our attached Financial Bid – in percent of cost of project for the scope of work and deliverables, 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 BDA at the rate applicable on the date of invoicing, Amount in words and figures].

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

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

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

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

Yours sincerely,

Signature:

Name and title of Signatory:

Name & address of the Bidder

Note: All bidders must note, the team included for this project must be on a payroll with the bidding organisation. The bidders must submit an undertaking by the team which clearly states all the team members are current employees of the bidder and will be available for the entire duration of the project.

Form 1120: Financial Institution Return

Part I: General Information
1. Name of the institution
2. Federal identification number
3. State of incorporation

Part II: Income
4. Dividend income
5. Interest income
6. Other income

Part III: Expenses
7. Interest expense
8. Other expenses

Part IV: Tax
9. Federal income tax
10. State income tax

Part V: Other Information
11. Other information

Part VI: Signature
12. Signature of officer

Part VII: Other Information
13. Other information

Part VIII: Other Information
14. Other information

Part IX: Other Information
15. Other information