

REQUEST FOR PROPOSAL

**Appointment Of Consultant To Setup Project Management Unit
For Architecture, Engineering, Planning & Other Projects
For
Meerut Development Authority**



**Address :- Civil Lines, Vikas Bhawan
Meerut (U.P.) 250003**

Website :- www.mdameerut.in E-Mail :- mdameerut@rediffmail.com



INVITATION OF RFP

NIT no. _____

Dated:- _____

On behalf of the Vice Chairman of Meerut Development Authority (MeDA), online RFPs in prescribed form are invited by the Executive Engineer, Meerut Development Authority (MeDA), **Civil Lines, Vikas Bhawan, Meerut- 250003** Uttar Pradesh from Reputated and qualified firms/agency/organizations having knowledge and experience in the field of **"Appointment Of Consultant To Setup Project Management Unit For Architecture, Engineering, Planning & Other Projects For Meerut Development Authority"** as per details given below for carrying out the following works:

Tender Fees: _____ Rs15,000/- +18% GST (Rs 2,700)

EMD: _____ Rs 3,00,000/- (Rs Three lacks only)

Date of start of Downloading RFP: 06.10.25 at 12.00 hrs

Last date of submission of Online Proposal: 03.11.25 upto 15.00 hrs

Last date of opening of Technical Bid: 04.11.25 at 15.30 PM

i. Only online bids will be accepted, therefore the bidders are required to take necessary action to participate in E-bidding.

ii. The details of this E-tender notification and other details can be seen on the website <https://etender.up.nic.in>. The E-bids should be submitted through E-procurement website <https://etender.up.nic.in>.


**Executive Engineer
Meerut Development Authority
Meerut**



Data Sheet:

S.No.	Item	Description
1.	Type Of Technical Proposal	QCBS, Quality cum Cost based Selection
2.	Last date of submission of written queries for clarification	Date:; Time 12:00 hrs 16.10.25
3	Response to queries, clarification and corrigendum	Date:; Time 17:00 hrs 24.10.25
4.	Last date and time of Submission of Proposal (Proposal Due Date)	Up to 15.00 hrs; Date 03.11.25
5.	Opening of Technical Proposal	At 15:30 hours (IST) or thereafter; Date 04.11.25
6.	Date of Presentation by Team Leader of eligible bidders	To be intimated later
7.	Date Of Opening of Financial Proposals	To be intimated later
8.	Duration of Services:	3 Years, Extendable for 2 years
9.	A non refundable processing fee and Refundable Earnest Money Deposit	<p>a. Non refundable processing fee: To be deposited at e-tender website https://etender.up.nic.in of Rs 15,000/- (Rupees Fifteen thousand only) enclosed receipt attached in documents with prescribed format to be sent to “Executive Engineer, Meerut development Authority, Meerut, U.P.”</p> <p>b. EMD: Rs. 3,00,000/- (Rupees Three lakhs only) To be deposited at e-tender website, enclosed receipt attached in documents with prescribed format to be sent to “Executive Engineer, Meerut development Authority, Meerut, U.P.”</p>



10.	Validity of Proposal Representative/ Contact Person Of MeDA	60 days from due date of submission of proposal Executive Engineer, Meerut Development Authority, Meerut
11.	Name and Address Where Queries/correspondence concerning this request for proposal is to be sent	Executive Engineer, Meerut Development Authority, Meerut, Address :- Civil Lines, Vikas Bhawan, Meerut- 250003 Website :- www.mdameerut.in E-Mail:- mdameerut@rediffmail.com
12.	Address where Applicant must submit proposal	Executive Engineer, Meerut Development Authority, Meerut, Address :- Civil Lines, Vikas Bhawan, Meerut- 250003 Website :- www.mdameerut.in E-Mail:- mdameerut@rediffmail.com

General Terms and Conditions.

- (1) Bidders can download the tender document from the e-tender website etender.up.nic.in
- (2) Bidders have to submit Price bid in Electronic form only on e-tender website till the Last Date & time for submission.
- (3) All Bid documents shall be signed by authorized personnel.



SECTION 1

DISCLAIMER

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants in documentary form by or on behalf of the Authority or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.



The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.



SECTION -2

INVITATION AND SCHEDULE OF BIDDING PROCESS

- 2.1 Meerut Development Authority is developing multiple projects for sustainable city growth such as physical and social infrastructure, Town Planning schemes, residential, institutional, commercial and recreational projects.
- 2.2 Executive Engineer, MeDA requires the services of suitably qualified and registered Consulting Firms/Agencies/Companies to provide Project Management Unit for advising/supporting MeDA in planning and implementation of projects or carrying out Planning exercise including required surveys, feasibility studies, concept plan, structural design & drawings, preparation of Detailed Project Reports and preparation of Bid Documentation for all projects identified for Meerut Development Authority. The Consulting Firm will be required to establish office in MeDA premises having staff of suitably qualified Professionals competent to carry out all the projects and as shown in the tender. After acceptance of Project Management Unit, the Consultants will be fully responsible to mobilize the resources, manpower and required infrastructure to carry out all the projects covered within the contract of services. In case of any delays, the client reserves rights to force the Consultancy Firm to provide additional resources and personnel as may be required to make up the lost time, for which no additional payment shall be made. Whenever power point presentation or otherwise are sought for, the PMU deployed competent person shall make necessary arrangements.

2.3 INVITATION TO SUBMIT PROPOSALS

MeDA invites detailed proposals from eligible consultants ("Applicant") for providing "Project Management Unit for Architecture, Engineering and Planning Projects in Meerut Development Authority" in prescribed format set out in the RFP.

2.4 Services

- The PMU is intended to be a self-sufficient team that shall provide the services of a team of executives and support staff with skills and experience commensurate with the requirements to operate from the MeDA Premise. The minimum requirement of the expertise to be stationed at MeDA premise is given in **Appendix C**.
- All the submissions and output shall be vetted by the back office and shall be submitted officially with a cover letter duly signed (both the submission and the cover



letter) by the Chief Functionary/ representative of the Applicant and with her / his office seal.

2.5 The Authority would endeavor to adhere to the following schedule of Bidding Process:

Event Description	Scheduled Date
1. Pre-Proposal Conference	Interested bidders can submit their queries inwritten through email on E-Mail:- mdameerut@rediffmail.com till 16.10.25
2. Proposal Due Date (PDD) and time (i.e. last date and time of receiving Proposals)	Up to 15:00 hrs; Date03.11.25
3. Opening of Technical Proposals	At 15:30 hours (IST) or thereafter; Date04.11.25
4. Technical Presentation	Shall be intimated later
5. Opening of Financial Proposals	Shall be intimated later
6. Validity of Proposals	60 days of Proposal Due Date

2.6 Submission of queries and response duration

Interested bidders can submit their queries in written through email on

E-Mail:- mdameerut@rediffmail.com till Date^{16.10.25} Last date of responses to queries and issuance of corrigendum is Date 24.10.25

2.7 Communications

2.7.i All communications including the submission of Proposal should be addressed to: ATTN. OF:

Address :- Civil Lines, Vikas Bhawan, Meerut- 250003

Website :- www.mdameerut.in

E-Mail :- mdameerut@rediffmail.com

2.7.ii The Official Website of the Authority is :[http:// www.mdameerut.in](http://www.mdameerut.in) `

2.7.iii **All communications**, including the envelopes, should contain the following information, to be marked at the top in bold letters: **“Appointment of Consultant to setup Project Management Unit for Architecture, Engineering and Planning Projects for Meerut Development Authority”**



SECTION 3

INSTRUCTIONS TO APPLICANTS

3.1 General terms of Bidding:

- 3.1.1** An Applicant / consultant can submit only one Proposal.
- 3.1.2** The applicant should be a Private entity or Government owned entity, a Private entity could be a registered Firm or Company working as a technical consultant in Architecture, Engineering and Planning services. Any kind of Consortium or joint venture is not allowed.
- 3.1.3** The Proposal and all communications in relation to or concerning the Bidding Documents shall be in Hindi/English language.
- 3.1.4** The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Consultants solely for the purpose of preparation and the submission of a Proposal in accordance herewith. Consultants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The Authority shall not return any Proposal or any information provided along therewith.
- 3.1.5** This RFP is not transferable.
- 3.1.6** Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the General Conditions of Contract shall have overriding effect;

3.2 Cost of Bidding

The Consultants shall be responsible for all the costs incurred by them, associated with the preparation/submission of their Proposal and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

3.3 Verification of information

- 3.3.1.** Consultants are encouraged to submit their respective Proposal after thoroughly going through RFP document.
- 3.3.2.** It shall be deemed that by submitting a Proposal, the Consultant has:
 - I. made a complete and careful examination of the Bidding Documents;
 - II. received all relevant information requested from the Authority;



- III. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters above;
- IV. satisfied itself about all matters, things and information necessary and required for submitting an informed Proposal, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- V. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Service Agreement; and
- VI. Agreed to be bound by the undertakings provided by it under and in terms hereof.

3.3.3 The Authority shall not be liable for any omission, mistake or error on the part of the Consultant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

3.4 Right to accept and to reject any or all Bids

3.4.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal or to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

3.4.2 The Authority reserves the right to reject any Proposal and appropriate the Bid Security if:

- I. At any time, a material misrepresentation is made or uncovered, or
- II. The Consultant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
- III. Such misrepresentation/ improper response shall lead to the disqualification of the Proposal

3.4.3 In case it is found during the evaluation or at any time before signing of the Service Agreement or after its execution and during the period of subsistence thereof, that



one or more of the conditions have not been met by the Consultant or the Consultant has made material misrepresentation or has given any materially incorrect or false information, the Consultant shall be disqualified forthwith if not yet appointed as the Technical Consultant either by issue of the LOA or entering into of the Service Agreement, and if the Consultant has already been issued the LOA or has entered into the Service Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Consultant, without the Authority being liable in any manner whatsoever to the Consultant or Technical Consultant, as the case may be. In such an event, the Authority shall forfeit and appropriate the EMD/Bid Security as mentioned in this RFP

- 3.4.4 The Authority reserves the right to verify all statements, information and documents submitted by the Consultant in response to the RFP. Failure of the Authority to undertake such verification shall not relieve the Consultant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

3.5 Amendment of RFP

- 3.5.1 At any time prior to the deadline for submission of Proposals, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Consultant, modify the RFP by the issuance of Addenda.

- 3.5.2 Any Addendum thus issued will be uploaded on the website www.etender.up.nic.in **www.mdameerut.in** Consultants are requested to visit the site regularly.

- 3.1.1. In order to afford the Consultants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Proposal Due Date.

3.6 PRE- PROPOSAL CONFERENCE

Intimation regarding pre proposal meeting will be provided before the last date of submission of bid.

The Authority shall Endeavour to respond to the questions raised or clarifications sought by the Consultants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

- 3.6.1 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Consultants. All clarifications and



interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

3.7 PREPARATION AND SUBMISSION OF BIDS

3.7.1 Format and Signing of Proposals

- 3.7.2 The Consultant shall provide all the information sought under this RFP. The Authority will evaluate only those Proposals that are received in the required formats and complete in all respects.
- 3.7.3 The Proposal shall be typed or written in indelible ink, page numbered, hard bound and signed by the authorized signatory of the Consultant who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialed by the person(s) signing the Bid.

3.8 Bid process

- I. MeDA intends to adopt a **QCBS, Quality cum Cost** based bidding process for selection of the firm for PMU for this Assignment. The Proposal would be evaluated on the basis of the evaluation criteria set out in this RFP document in order to identify the successful Applicant ("Successful Applicant"). The Successful Applicant is required to enter into a Service Agreement with MeDA and the draft of the same is set out in **Appendix E**. The fees shall be paid to the Successful Applicant by MeDA in the manner as set out in the Draft Service Agreement.
- II. At any time prior to the Proposal Due Date, MeDA may, for any reason, whether at its own initiative or in response to clarifications requested by any Applicant, modify the RFP document by the issuance of Addenda, or amendment.
- III. The Proposal shall remain valid for a period not less than 60 days from the Proposal Due Date (Proposal Validity Period). MeDA reserves the right to reject any Proposal, which does not meet this requirement.



Minimum Eligibility Criteria

3.9.1.

- I. Experience in Preparation of Infrastructure Development Projects (Storm Water Drainage, Under Ground Drainage and Drinking Water Supply) or Lake/river Development Projects in Last ten Years. (Minimum eligible criteria: 02 Projects), (Each contract cost equal to or more than Rs. 5 Crore)
- II. Experience in Preparation of Administrative Building, Institutional Building, Group housing project works in last ten years. (Minimum eligible criteria: 01 Project) (Each contract cost equal to or more than Rs. 20.00 Crore)
- III. Experience in Preparation of Development plans or Town planning Schemes for various DAs or any State Government body in last ten years. (Minimum eligible criteria: 03 Development Plan or T.P. Scheme)
- IV. Experience in Preparation of Asphalt Roads, R.C.C. Roads and Paver Block roads projects in last ten years for 50 km. (Minimum eligible criteria: 01 Project)
- V. Experience in Project Management Consultancy in various ULBs or any State Government body in last ten years. (Minimum eligible criteria: 03 DA's or Any State Govt.), Presentation of Work Methodology and Past experience with Development Authority/ Municipal Corporation / Nagarpalika works.
- VI. The average annual turnover of an Applicant firm from consulting / advisory services should be Rs. 5 Crores or more in each of last 3 financial years ending in March 2025, March 2024 and March 2023

3.9.2 For the purpose of this RFP document, a Private Entity shall mean a sole proprietorship firm/ registered partnership firm / a company registered in India under the Companies Act 1956 amended on 2013.

3.9.3 Any kind of Consortium or Joint Venture is not allowed.

3.9.4 Experience of an Applicant as a member of consortia, for any project/work shall not be considered.

3.9.5 Any entity, which has earlier been barred by the MeDA, Government of Uttar Pradesh, or any other state government in India (SG) or Government of India (GoI), or any of the agencies of Go UP / SG / GoI from participating in similar projects and the bar subsists as on the Proposal Due Date, shall not be eligible to submit a Proposal.

3.9.6 The RFP document can be downloaded from the e-tender web site and be used for submission. While submitting the proposal it should be accompanied with a



nonrefundable processing fee for Rs 15,000/- (Rs. Fifteen thousand only) paid online at etender website etender.up.nic.in towards the Processing fee. The proposal without the processing fee will not be considered for evaluation.

- 3.9.7 MeDA intends to appoint a single entity for the assignment. MeDA is anticipating the requirements for the next 3 years for the Architecture, Engineering and Planning Projects Support Services for the Meerut Development Authority. The services may further be extended by for a period of maximum two years on satisfactory performance at the discretion of MeDA.

3.10 Earnest Money Deposit (EMD)

- 3.10.1 Proposal should necessarily be accompanied by Earnest Money Deposit of an amount of INR 3,00,000/- (Rs. Three Lakhs only) in the form of online transfer at e-tender website etender.up.nic.in.

- 3.10.2 EMD shall be returned to the unsuccessful Applicants within a period of Four (4) weeks from the date of signing of Service Agreement between MeDA and the Successful Applicant. EMD submitted by the Successful Applicant shall be released upon completion of one month of the services and after actual deployment of all resources.

- 3.10.3 EMD shall be forfeited in the following cases:

- I. if any information or document furnished by the Applicant is found to be misleading or untrue in any material respect; and
- II. If the successful Applicant fails to execute the Service Agreement within the time, stipulated in the Letter of Award or any extension thereof provided by MeDA.

3.10.4 Performance Security

An amount of 5% of annual fees shall be given as one time Performance Guarantee in the form of unconditional bank guarantee after award of the bid for the entire duration of services and shall be retained by MeDA as Performance Security, which shall be returned after completion of entire duration of services without any interest.

- 3.10.5 The roles, responsibilities and broad scope of work of Project Support Consultant (PMU) are set out in the Appendix D. The scope of services may be extended on mutually agreed fees, terms and conditions.

3.11 Clarifications

A prospective Applicant requiring any clarification on the RFP document may notify MeDA in writing to the address and Email as specified in the RFP. The Applicants should send



in their queries latest by the Last Date for Receiving Queries mentioned in the Schedule of Bidding Process. MeDA may, on its own discretion, may forward its responses to all the Applicants. Responses would include a description of the enquiry without identifying its source at its sole discretion.

3.12 Format and Signing of Proposal

The Applicant is required to provide all the information as per this RFP document. MeDA shall evaluate only those Proposals that are received within the time and in the required format and are complete in all respects. Each Proposal shall comprise the documents required as per clause 3.13 below.

3.13 Details of submissions:

3.13.1 After submission of all the required documents in requisite format at Etender website, the same shall be dispatched or deposited in hardcopy to MeDA address as instructed below .

Envelope –1 “Key Submissions”

The following documents shall be submitted in Envelope 1 -

- I. Letter of proposal in the prescribed format (Appendix A);
- II. A non-refundable processing fee receipt deposited at E-tender website enclosed for an amount of **Rs. 15,000/-** (Rupees Fifteen thousand only).
- III. Earnest Money Deposit for an amount of **Rs. 3,00,000/-** (Rs. Three Lakhs only) receipt deposited at E-tender website.
- IV. Power of Attorney for signing the proposal in the prescribed format (Appendix – B).
- V. RFP and draft Service Agreement duly signed in blue indelible ink and stamped by the authorized representative of the Applicant.**
- VI. Check list of submissions as per Appendix- A-1.

The envelope should be marked as “Key Submissions”.

Envelope 2: “Technical Proposal”

The following documents shall be submitted in Envelope 2 –

- I. Details of the Applicant in the format set out in **Form Tech-1 to Form Tech-10.**
- II. Financial capability of the applicant in **Form Fin-1 -2**



The Technical Proposal need to be submitted in One Original and One soft copy in Pen Drive.

The envelope should be marked as “Technical Proposal “

Envelope 3: “Financial Proposal”

Financial proposal in the format as set out in Form Fin-1 and Form Fin-2

The Financial Proposal shall be quoted as total fee divided shall be payable to the consultant for the PMU under the agreement. It shall be inclusive of the Cost to Company expenses of the experts and personnel to be deployed in MeDA.

3.14 The Financial Proposal shall be inclusive of all taxes, surcharges, out pocket expenses which may be incurred by the consultant towards travel, documentation and communication except those agreed in the RFP. However, the Financial Proposal shall not include GST, Cess, Surcharge levied on such services which shall be reimbursed by MeDA at the prevailing rate. Income tax as applicable shall be deducted at source from every payment towards fees. All consumables for operation of the PMU, in terms of papers, stationary, ink / cartridge for printers, photocopy and fax machines, hardware & software maintenance, license renewal etc. shall be provided by Applicant.

3.14.1 MeDA shall, at its cost and expense, provide to the PMU staff the facilities such as Suitable work-place including workstations, furniture, fittings, internet connection Telephone/ Fax. The charges of water and electricity will be borne by MeDA.

3.14.2 The Financial proposal shall be placed in a sealed Envelope–3 clearly marked by red felt pen “FINANCIAL PROPOSAL” and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” If the Financial proposal is not submitted by the Applicant in a separate sealed envelope and not duly marked as indicated above, this will constitute grounds for declaring both Technical and Financial proposals non-responsive.

3.15 The original Proposal shall be typed or written in indelible ink and each page shall be initialed by the authorized signatory of the Applicant. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialed by the person(s) signing the Proposal.



3.16 Sealing and Marking of Proposal

All The three envelopes shall be sealed and placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and Title of the Project, Proposal Due Date and other information indicated in the Data Sheet.

3.1.1 Each of the envelopes, both outer and inner, must be super scribed with the following information:

- I. Name and Address of Applicant
- II. Contact person and phone numbers
- III. Name of Project : **"Appointment Of Consultant To Setup Project Management Unit For Architecture, Engineering, Planning & Other Projects For Meerut Development Authority"**

3.16.2 The envelop shall be addressed to:

Executive Engineer Meerut Development Authority Address :- Civil Lines, Vikas Bhawan, Meerut- 250003 Website :- www.mdameerut.in E-Mail:- mdameerut@rediffmail.com	TEL NO: 74678 54556 E-Mail:- mdameerut@rediffmail.com
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The envelopes can be delivered through Govt. Speed or registered post or submitted to MeDA by hand at the earliest after submission of bid at e tender website at the given address in prescribed format.

3.16.3 If the envelope is not sealed/damaged and not marked as instructed above, MeDA assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal, may, at the sole discretion of MeDA, be rejected.



3.16.4 The Applicant is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Applicant's own risk.

3.16.5 It shall be deemed that prior to the submission of the Proposal, the Applicant has:

- I. made a complete and careful examination of terms and conditions/ requirements, and other information as set forth in this RFP document;
- II. received all such relevant information as it has requested from MeDA; and
- III. Made a complete and careful examination of the various aspects of the Projects for which the consultancy services are to be provided.

3.16.6 MeDA shall not be liable for any mistake or error or neglect by the Applicant in respect of the above.

3.16.7 Bids from single entity shall only be considered for evaluation. Bidding in consortium shall not be allowed.

3.17 Proposal Due Date

3.17.1 Proposals should be submitted within Proposal Due Date and time as indicated in the Schedule of Bidding Process, at the address and in the manner and form as detailed in this RFP document. Proposals submitted by either facsimile transmission or telex will not be accepted.

3.17.2 MeDA may, at its sole discretion, extend Proposal Due Date by issuing a corrigendum.

3.18 Opening of Proposals and Clarifications

MeDA would open the Technical Proposal on Due Date at etender.up.nic.in website on due date or any earliest convenient working day after the Proposal Due Date for the purpose of evaluation. The financial proposal of the technically qualified Applicants shall be opened after intimation of the date, time and venue of such opening in presence of Applicants or their representatives, who choose to remain present.

3.19 MeDA reserves the right to reject any Proposal not submitted on time and/or which does not contain the information/documents as set out in this RFP document.

3.20 To facilitate evaluation of Proposals, MeDA may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Proposal.



SECTION – 4

EVALUATION

4.1 The criteria for eligibility, qualification, evaluation and selection of Applicants are set out in the RFP.

4.2 As a part of the evaluation, the Key submissions and Technical submissions shall be checked for responsiveness with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.

4.3 The Submissions would be considered to be responsive if it meets the following conditions:

it is received by the Proposal Due Date including any extension thereof.

it is signed, sealed and marked as stipulated in the RFP document.

it contains all the information and documents including EMD as requested in the RFP.

it contains information in formats specified in this RFP.

it provides information in reasonable detail. (“Reasonable Detail” means that, but for minor deviations, the information can be reviewed and evaluated by MeDA without communication with the Applicant). MeDA reserves the right to determine whether the information has been provided in reasonable detail.

There are no inconsistencies between the Proposal and the supporting documents.

It provides all the documents and information for the experience of the applicant.

4.4 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:

4.4.1 which affects in any substantial way, the scope, quality, or performance of the Assignment, or

4.4.2 which limits in any substantial way, the proposal Me D A's rights or the Applicant's obligations under the Agreement, or

4.4.3 Which would affect unfairly the competitive position of other Applicants presenting substantially responsive Proposals.



4.5 The responsive Proposals shall be evaluated as per the criteria set out in the RFP.

4.6 MeDA reserves the right to reject any Proposal, if:

- a) at any time, a material misrepresentation is made or discovered; or
- b) The Applicant does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.

4.7 Notwithstanding anything contained in this RFP, MeDA reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.

4.8 Proposal Evaluation: Technical Submissions

The Key Submission of the Proposal would first be checked for responsiveness with the requirements of the RFP (Stage I Evaluation).

4.9 The evaluation of the Financial Submission would be taken up only after the contents of the Technical Proposal are found to meet the requirements of this RFP. MeDA reserves the right to reject the Proposal of an Applicant without opening the Financial Submission if, in its opinion, the contents of Key and Technical Submission are not substantially responsive with the requirements of this RFP.

4.10 The Technical Proposal would be evaluated on the various aspects set out in the RFP. As part of the evaluation of the Technical Proposal, MeDA may also request the Applicant to submit clarifications.

4.11 It may be noted that only those Applicants shall be invited for presentation who will qualify as eligible under the eligibility conditions mentioned in this RFP. The date, time and venue will be intimated at a later stage.

4.12 Scoring Methodology: Technical Proposal

1.12.1 The total maximum point for evaluation of Technical Proposal is 100 marks.

1.12.2 The proposals submitted by the consultants would be evaluated and scores would be assigned based on the parameters set out in the table below:

4.13 Presentation Committee.

The Presentation Committee will be headed by Vice Chairman, Meerut Development Authority. The members of committee are as follows :

1. Secretary, Meerut Development Authority, Meerut
2. Finance Controller, Meerut Development Authority, Meerut
3. Chief Town Planner, Meerut Development Authority, Meerut
4. Superintending Engineer, Meerut Development Authority, Meerut
5. Executive Engineer, Meerut Development Authority, Meerut



4.14 EXPERIENCE CRITERIA

Work Experience in consultancy service with any State Govt. or any Urban Local Body in last Ten years will be considered.

(1) Infrastructure Development or Lake/river Development Works (10 Marks)

1.	Experience in Preparation of Infrastructure Development Projects (Storm Water Drainage, Under Ground Drainage and Drinking Water Supply) or Lake/river Development Projects in Last Ten Years. (Minimum eligible criteria: 02 Projects) (Each of contracts of cost equal to or more than Rs. : 5.00 Crore)	Marks	Max. Marks
	Three No. of contract of the above amount.	2.5 Mark	- -
	Three Nos. of contracts of amount or 2 contracts of twice the above amount.	5 Marks	- -
	Five or more numbers of contracts of above amount or 2 contract of thrice the above amount.	10 Marks	
	Total :	10 Marks	10 Marks

(2) Administrative Buildings, Institutional Buildings Works, Group Housing project not less than Rs 20 Cr(10 Marks)

2.	Experience in Preparation of Administrative Building, Institutional Building project works, Group Housing project in last Ten years. (Minimum eligible criteria: 01 Project) (Each contract cost equal to or more than Rs.: 20.00 Crore)	Marks	Max. Marks
	One nos. of contract of the above amount.	2.5 Mark	- -
	Two Nos. of contracts of amount or 1 contract of twice the above amount.	5 Marks	- -
	Three or more numbers of contracts of above amount or 1 contract of thrice the above amount.	10 Marks	- -
	Total :	10 Marks	10 Marks

(3) Preparation of Development plans or Town planning Schemes (10 Marks)

3.	Experience in Preparation of Development plans or Town planning Schemes for various DAs or any State Government body in last Ten	Marks	Max. Marks
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	years. (Minimum eligible criteria: 03 Development Plan or T.P. Scheme)		
	Two No. of Development plans or Town planning Schemes for various DAs or any State Government body in last seven years.	2.5 Mark	- -
	Four Nos. of Development plans or Town planning Schemes for various DAs or any two State Government body in last seven years.	5 Marks	- -
	Six Nos. of Development plans or Town planning Schemes for various DAs or any three State Government body in last seven years.	10 Marks	10 Marks
	Total :	10 Marks	10 Marks

(4) Asphalt Road, R.C.C. Road and Paver Block work around 50 km minimum (05 Marks)

4.	Experience in Preparation of Asphalt Roads, R.C.C. Roads and Paver Block in last Ten years. (Minimum eligible criteria: 01 Project)	Marks	Max. Marks
	One nos. of contract of the above Length.	1 Mark	- -
	Two Nos. of contracts of amount or 1 contract of twice the above Length.	2.5 Marks	- -
	Three or more numbers more nos. of contracts of above amount or 1 contract of thrice the above Length.	5 Marks	5 Marks
	Total :	5 Marks	5 Marks

(5) Project Management Consultancy in ULB or Any State Government (05 Marks)

5.	Experience in Project Management Consultancy in various ULBs or any State Government body in last Ten years. (Minimum eligible criteria: 03 ULB or Any State Govt.)	Marks	Max. Marks
	Three nos. of contract with ULB or any State Government body in last Ten years.	1 Mark	- -
	Four Nos. of contracts with ULB or any 2 State Government body in last Ten years.	2.5 Marks	- -
	Five nos. or more numbers of contracts with ULB or any 3 State Government body in last seven years.	5 Marks	5 Marks
	Total :	5 Marks	5 Marks



(6) Presentation of Work Methodology and Past Experience works (30 Marks)

6.	Presentation of Work Methodology and Past experience with Municipal Corporation / Nagarpalika works	Marks	Max. Marks
	Maximum marks in presentation	30 Marks	30 Marks
	Total	30 Marks	30 Marks

4.15 Project Management Unit:

The PMU Team shall ideally consist of the following key personnel having adequate academic qualification and the professional experience of similar nature. Attach the certificate of all personnel.

Key Professional Staff (30 Marks)

	<i>Details of staff</i>	Minimum Experience	Marks
1.	Team Leader Urban Planner (01 No.) Masters degree in urban and regional planning proficiency with GIS and software like SketchUp/ Arc GIS/Q GIS	Minimum 05 years	05 Marks
2.	Landscape Architect (01 No.) Masters degree in landscape architecture with profound knowledge in Auto CAD/ Vector works/ SketchUp/ Lumion/ Arc GIS	Minimum 05 Years	05 Marks
3.	Structure Engineer (01 No.) M.Tech. in structural engineering with strong analytical skills in designing software eg Staad Pro/ Revit / BIM	Minimum 05 Years	05 Marks
4.	Estimate Engineer (01 No.) B.Tech. in Civil Engineering must have strong analytical skills, material and method proficiency with estimation software.	Minimum 05 years	05 Marks
5.	Junior Engineer (02 No.) Polytechnic in Civil Engineering with skills in estimation and costing.	Minimum 05 Years	05 Mark
6	GIS/Remote sensing Expert (01 No.)	Minimum 03 Years	02 Mark
7	Revenue map expert / Lekhpal (01 No.)	Minimum 5 Years	01 Mark
8	Surveyor (01 No.) Diploma in Surveying or Civil Engineering with knowledge of GIS and GNSS	Minimum 3 Years	01 Mark
9	Computer Operator (02 No.) Graduate, O' Level, CCC, Typing Certificate, Auto CAD Expert	Minimum 5 Years	01 Mark
Total :			30 Marks



4.16 Evaluation of Adequacy of the proposed work plan and methodology in responding to the TOR setting out understanding and appreciation of the TOR and implementation approach

This will be evaluated from the „proposed work plan and methodology“, submitted by the Applicants as part of their Technical Proposals and by evaluation of a presentation that will be delivered by the proposed Team leader for the project. The presentation should cover the following aspects:

- i. Background and core competency of the organization
- ii. Details of eligible project experiences
- iii. Proposed work plan and methodology in responding to the TOR setting out understanding and appreciation of the TOR and implementation approach
- iv. Competence of the Team leader with respect to the scope of services of the PMU.

4.17 Supporting documents to be submitted by the consultants

- i. The Applicant firms shall submit the duly signed copies of client certificates and agreements or work orders, showing the scope of services, time and duration of services, in support of project experiences submitted against the eligibility conditions
- ii. The Applicant firms shall submit the audited financial statements of each of the applicable financial years in support of its financial capacity.

4.18 The Applicant firms shall submit the CVs of Team leader and Senior Team Members proposed to be deployed for supervising, guiding and managing the team to be deployed at MeDA, Meerut office.

4.19 The Team leader with other team members shall deliver the presentation virtually or at the Authority's office as decided by the Authority.

4.20 Evaluation Methodology

4.20.1 The score for Technical Proposal would be the arithmetic sum of the marks assigned to the Applicants under each of the parameters listed above. The Applicant is required to achieve a minimum score of 60 marks (Benchmark Score). The Financial Proposals of only those Proposals that have achieved the Benchmark Score will be opened for evaluation.

4.20.2 The Financial Proposals of the Applicants who qualify in Stage II Evaluation i.e. Technical evaluation only shall be opened.



4.20.3 Financial Evaluation:

The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$,

in which S_f is the financial score,

F_m is the lowest price of financial proposal

And F the price of the proposal under consideration.

Technical Score Evaluation:

The formula for determining the technical scores for final evaluation is the

Following: $S_t = 100 \times T / T_m$

In which S_t is technical score,

T_m is the lowest technical marks under consideration

T is the technical marks of the proposal under consideration.

The weights given to the Technical and Financial Proposals

are: Technical proposal $T = 70\%$, and Financial

Proposal $P = 30\%$

Proposals shall be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) as following:

$$S = S_t \times T\% + S_f \times P\%.$$

The applicant that would get the highest combined score would be declared as Preferred Applicant.

4.20.3.1 Financial Proposals shall be opened publicly in the presence of the Applicant's representatives those who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposals of the Applicants shall then be opened, and the total prices read aloud and recorded.

4.20.3.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

4.21 Award of Consultancy

- (i) In the event of acceptance of the Proposal of the Preferred Applicant with or without negotiations, MeDA shall declare the Preferred Applicant as the Successful Applicant. MeDA will notify the Successful Applicant through a Letter of Acceptance (LoA) that its Proposal has been accepted.
- (ii) The Successful Applicant shall accept the LoA within one week of issuance date and execute the Service Agreement within two weeks of the issue of LoA or within such further time as MeDA may agree to in its sole discretion. Failure of



the Successful Applicant to comply with the requirement shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the EMD. In such an event,

MeDA reserves the right to

- a. either invite the next best Applicant for negotiations; or
- b. take any such measures as may be deemed fit in the sole discretion of MeDA, including annulment of the bidding process.

The selected PMU Consultant shall, not later than 1 (one) month from the date of signing of the Agreement, get the CVs of the other team members to be deployed in MeDA office approved from the Designated Officer, MeDA and deploy the team members in MeDA premise. Provided that, MeDA may personally interview the proposed personnel individually to approve their CVs. Provided that, if CV/s of team member/s is not approved, the personnel shall be changed and the CV/s of other personnel/s of required education and experience shall be submitted by the consultant for approval. Provided further that in the event of any delay in signing the agreement on the part of the consultant or getting approval of CV of any member or delay in deployment of any team member, a time extension upto 15 days may be given on written application of the consultant by the EE with or without penalty which shall be deducted from the first payment due under this agreement.



APPENDIXES, TECHNICAL AND FINANCIAL PROPOSAL STANDARD FORMS CONTENTS

S.No.	TITLE	APPENDIX/ FORM
1	Covering Letter (On the Letterhead of the Applicant)	Appendix A
2	Details of Applicant	Form Tech-1
3	POWER OF ATTORNEY	Appendix-B
4	Experience in Preparation of Infrastructure Development Projects	Form Tech-2
5	Experience in Preparation of Administrative Building or Institutional Building group housing project works	Form Tech-3
6	Experience in Preparation of Development plans or Town planning Schemes for various ULBs or any State Government body	Form Tech-4
7	Experience in Preparation of Asphalt Roads, R.C.C. Roads and Paver Block roads projects	Form Tech-5
8	Experience in Project Management Consultancy in various ULBs or any State Government body	Form Tech-6
9	Methodology Statement and Approach	Form Tech-7
10	Key Positions and Qualifications of Team to be placed in MeDA, Meerut office during the Tenure of agreement	Appendix-C
11	Qualifications and competence of the Team Leader	Form Tech-8
12	Qualifications and competence of the Senior Team	Form Tech-9
13	Format of CVs of the Team Leader and Senior Team	Form Tech-10
14	Financial Capacity	Form Tech-11
15	Format for Financial Proposal	Form Fin-1
16	Breakup of Financial Proposal	Form Fin-2
17	Details of the Hardware and software	Annexure-1
18	Roles responsibilities and scope of services of Project support Consultant.	Appendix-D
19	Draft Service Agreement	Appendix-E
20	General Conditions of Contract	Appendix-F



Appendix A

Covering Letter (On the Letterhead of the Applicant)

To

Date:

Executive Engineer
Meerut Development Authority,
Meerut, U.P.

**Subject: Appointment of Consultant to setup Project Management Unit for
Architecture, Engineering and Planning Projects for Meerut Development
Authority”**

Dear Sir,

1. With reference to your RFP document No. _____ I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices and Annexures is true and correct and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the advisory services to MeDA.
4. I/ We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that we haven't been barred by the MeDA, Government of U.P. (GoUP), or any other state government in India (SG) or Government of India (Gol), or any of the agencies of GoUP / SG / Gol from participating in similar projects and the no such bar subsists as on the Proposal Due Date.
7. I/ We declare that:
 - a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority;



- b) I/ We do not have any conflict of interest in accordance with Clause 16 of the General Conditions of the Contract;
 - c) I/We have not directly or indirectly engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 16 of the General Conditions of the Contract, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 16 of the General Conditions of the Contract, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Projects, without incurring any liability to the Bidders, in accordance with the RFP document.
9. I/ We believe that we/ satisfy the Turnover criteria and meet(s) the requirements as specified in the RFP document and are/ is qualified to submit a Bid.
10. I/ We declare that we/ are/ is not a Member of any other firm submitting a Bid for the Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
13. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.



14. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
15. I/We have studied all the Bidding Documents carefully and also surveyed the Project Site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of contract.
16. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / is not awarded to me/us or our Bid is not opened.
17. The power of attorney for signing of Bid is as per format provided in the RFP enclosed.
18. I/ We hereby confirm that we are in compliance of/ shall comply with the requirements of "Appointment of Consultant to setup Project Management Unit for Architecture, Engineering and Planning Projects for Meerut Development Authority".
19. I/we agree and undertake to abide by all the terms and conditions of the RFP document.
20. I/We agree and undertake to be liable for all the obligations of the Agreement.

In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature of the Authorised Signatory)

(Name and designation of the Authorised signatory)

Date:

Place



Appendix- A-1

CHECK LIST

S.No.	Particulars	Compliance	Page No.
1	Is it a firm or company		
2	Is the core competence as required in the bid		
3	Have you provided consultancy in Infrastructure/lake/river development project as required.		
4	Have you provided consultancy in Administrative Buildings, Institutional Buildings Works, Group Housing project as required.		
5	Experience in Preparation of Development plans or Town planning Schemes for various ULBs or any State Government body		
6	Experience in Preparation of Asphalt Roads, R.C.C. Roads and Paver Block roads projects		
7	Experience in Project Management Consultancy in various ULBs or any State Government body		
8	Methodology Statement and Approach		
9	Minimum average turnover for last 3 years is INR three crores		
10	Have you attached processing fee receipts		
11	Have you attached EMD receipts		
12	Letter of Proposal- Appendix A		
13	Power of Attorney- Appendix B		
14	RFP & Draft Service Agreement duly signed		
15	Details of the Applicant in Form Tech-1		
16	Project experience Form Tech-2 & Form Tech-11		
17	Qualifications & competence of the Project Manager Form Tech-8		
18	Qualifications & competence of the Team Leader Form Tech-9		
16	Duly signed CV of Project Manager & Team Leader in Form Tech-10		
17	Have you attached soft copy of technical submission in CD		
18	Have you attached soft copy of Financial capacity under Form Tech -11		
19	Financial Proposal Form Fin-1 & Form Fin-2		
20	Have all the paper duly signed by the authorized person		
21	Have documents for the experience namely: Appointment Letter/ Agreement & Approval/ Sanction is attached		



**Details of Applicant
(On the Letter Head of the Applicant)**

1. Name of Applicant
 - a. Address of the registered and corporate office(s)
 - b. Date of incorporation and/or commencement of business
 - c. Company Registration no.
2. Core Business: Architecture and planning/ transportation, Infrastructure/ real estate etc
3. Details of individual(s) who will serve as the point of contact / communication for MeDA with the Applicant:
 - i. Name :
 - ii. Designation :
 - iii. Company/Firm :
 - iv. Address :
 - v. Telephone number :
 - vi. E-mail address :
 - vii. Fax number :
 - viii. Mobile number :
4. No. of Planners:
5. No of Architects:

Note: Notarised copies of following documents to be enclosed:

- i. PAN
- ii. Certificate of incorporation and commencement of business OR certificate of

registration For and on behalf of (Name of Applicant)

Duly signed by the Authorised Signatory of the Applicant
(Name, Title and Address of the Authorised Signatory)
Seal of the Applicant



Appendix -B

POWER OF ATTORNEY

(On Stamp paper of relevant value)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of and presently residing at _____, who is presently employed with us and holding the position of _____ for the **"Appointment Of Consultant To Setup Project Management Unit For Architecture, Engineering, Planning & Other Projects For Meerut Development Authority"** as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the proposed or being developed by Meerut Development Authority (the "Authority") including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

Accepted _____ (Name, Title and Address of the Attorney) Date:	Dated this the _____ Day of _____ 2022 For (Name and designation of the person(s) signing on behalf of the Applicant)
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Note:

1. To executed only if the Applicant is a Company or Partnership firm
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.
3. Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.



Form Tech-2

Experience in Preparation of Infrastructure Development Projects (Storm Water Drainage, Under Ground Drainage and Drinking Water Supply) or Lake/river Development Projects in Last 10 Years.
(Minimum eligible criteria: **03 Projects**), (Each contract cost equal to or more than Rs. : **10.00 Crore**)

1	Name of City/Town State:	
2	Name and address of Client	
3	Brief Description of Project Existing Population Planned Population Area (Ha)/Length Date of approval/Sanction (attach Copy) Present status of Implementation Special planning input	
4	Brief Description of Actual Services provided:	
5	Professional Staff Provided by the firm a. No of Staff: b. No. of Person Months :	
6	Name of Associated Firm(s) if any :	
7	Professional Staff provided by each of Associated Firm(s) a. Name of Associated Firm(s) b. No of Staff: c. No. of Person Months:	
8	Date of - a. Commencement of advisory services b. Completion of advisory services	
9	Value of Services:	

Attached: 1. Copy of appointment/Agreement with Client

2. Copy of approval or sanction of Development plan

Signature of the Authorized

Signatory Seal of the firm

This is to certify that the above information has been examined by us on the basis of relevant documents & other relevant information and the information submitted above is as per record and as per details of documents annexed herewith.

Signature, Address, Seal & Membership No. of Independent Auditor



Form-Tech -3

Experience in Preparation of Administrative Building or Institutional Building, Group Housing project works in last Ten years. (Minimum eligible criteria: **01 Project**), (Each contract cost equal to or more than Rs.: **20.00 Crore**)

1	Project Name and Location	
2	Name and address of Client	
3	Brief Description of Project Plot area Typology of housing units (according to size) FAR consumed No of tenements OR Existing Population, Planned Population, Area (Ha) Present status Date of Approval/sanction of the project.	
4	Brief Description of Actual Services provided:	
5	Professional Staff Provided by the firm a. No of Staff: b. No. of Person Months:	
6	Name of Associated Firm(s) if any :	
7	Professional Staff provided by each of Associated Firm(s) a. Name of Associated Firm(s) b. No of Staff: c. No. of Person Months:	
8	Date of - a. commencement of advisory services b. completion of advisory services	
9	Value of Services:	

Attached: 1. Copy of appointment/Agreement with Client
2. Copy of approval or sanction of project

Signature of the Authorized
Signatory Seal of the firm

This is to certify that the above information has been examined by us on the basis of relevant documents & other relevant information and the information submitted above is as per record and as per details of documents annexed herewith.

Signature, Address, Seal & Membership No. of Independent Auditor



Form-Tech -4

Experience in Preparation of Development plans or Town planning Schemes for various ULB or any State Government body in last Ten years. (Minimum eligible criteria: **03 Development Plan or T.P. Scheme**)

1	Name of City/Town State:	
2	Name and address of Client	
3	Brief Description of Project Existing Population Planned Population Area (Ha Date of approval/Sanction (attach Copy) Present status of Implementation Special planning input	
4	Brief Description of Actual Services provided:	
5	Professional Staff Provided by the firm c. No of Staff: d. No. of Person Months :	
6	Name of Associated Firm(s) if any :	
7	Professional Staff provided by each of Associated Firm(s) d. Name of Associated Firm(s) e. No of Staff: f. No. of Person Months:	
8	Date of - c. Commencement of advisory services d. Completion of advisory services	
9	Value of Services:	

Attached: 1. Copy of appointment/Agreement with Client

Signature of the Authorized
Signatory Seal of the firm

This is to certify that the above information has been examined by us on the basis of relevant documents & other relevant information and the information submitted above is as per record and as per details of documents annexed herewith.

Signature, Address, Seal & Membership No. of Independent Auditor



Form-Tech -5

Experience in Preparation of Asphalt Roads, R.C.C. Roads and Paver Block roads in last ten years of 50 km minimum.

(Minimum eligible criteria: **01 Project**)

1	Name of City/Town State:	
2	Name and address of Client	
3	Brief Description of Project Existing Length Planned Length Road section Date of approval/Sanction (attach Copy) Present status of Implementation Special planning input	
4	Brief Description of Actual Services provided:	
5	Professional Staff Provided by the firm e. No of Staff: f. No. of Person Months :	
6	Name of Associated Firm(s) if any :	
7	Professional Staff provided by each of Associated Firm(s) g. Name of Associated Firm(s) h. No of Staff: i. No. of Person Months:	
8	Date of - e. Commencement of advisory services f. Completion of advisory services	
9	Value of Services:	

Attached: 1. Copy of appointment/Agreement with Client

Signature of the Authorized

Signatory Seal of the firm

This is to certify that the above information has been examined by us on the basis of relevant documents & other relevant information and the information submitted above is as per record and as per details of documents annexed herewith.

Signature, Address, Seal & Membership No. of Independent Auditor



Form-Tech -6

Experience in Project Management Consultancy in various ULBs or any State Government body in last Ten years.

(Minimum eligible criteria: **03 ULB's or Any State Govt.**)

1	Project Name and Location	
2	Name and address of Client	
3	Brief Description of Project	
4	Brief Description of Actual Services provided:	
5	Professional Staff Provided by the firm a. No of Staff: b. No.of Person Months :	
6	Name of Associated Firm(s) if any :	
7	Professional Staff provided by each of Associated Firm(s) a. Name of Associated Firm(s) b. No of Staff: c. No. of Person Months :	
8	Date of - a. commencement of PMU services b. completion of PMU services	
9	Value of Services:	

Attached: 1. Copy of appointment/Agreement with Client

Signature of the Authorized

Signatory Seal of the firm

This is to certify that the above information has been examined by us on the basis of relevant documents & other relevant information and the information submitted above is as per record and as per details of documents annexed herewith.

Signature, Address, Seal & Membership No. of Independent Auditor



Methodology Statement and Approach
(Not more than 10 pages)

For and on behalf of (Name of Applicant)

Duly signed by the Authorised Signatory of the
Applicant (**Name, Title and Address of the
Authorised Signatory**) Seal of the Applicant



Appendix-C

Key Positions and Qualifications of Team to be placed in MeDA Premise during the Tenure of agreement

Key Professional Staff (10 Marks)

Sl.No.	<i>Details of staff</i>	Work Experience
1.	Team Leader Urban Planner (01 No.) Masters degree in urban and regional planning proficiency with GIS and software like SketchUp/ Arc GIS/Q GIS	Minimum 05 years
2.	Landscape Architect (01 No.) Masters degree in landscape architecture with profound knowledge in Auto CAD/ Vector works/ SketchUp/ Lumion/ Arc GIS	Minimum 05 Years
3.	Structure Engineer (01 No.) M.Tech. in structural engineering with strong analytical skills in designing software eg Staad Pro/ Revit / BIM	Minimum 05 Years
4.	Estimate Engineer (01 No.) B.Tech. in Civil Engineering must have strong analytical skills, material and method proficiency with estimation software.	Minimum 05 years
5.	Junior Engineer (02 No.) Polytechnic in Civil Engineering with skills in estimation and costing.	Minimum 05 Years
6	GIS/Remote sensing Expert (01 No.)	Minimum 03 Years
7	Revenue map expert / Lekhpal (01 No.)	Minimum 5 Years
8	Surveyor (01 No.) Diploma in Surveying or Civil Engineering with knowledge of GIS and GNSS	Minimum 3 Years
9	Computer Operator (02 No.) Graduate, O' Level, CCC, Typing Certificate, Auto CAD Expert	Minimum 5 Years

Note: Support Personnel other than the above listed Key Personnel such as peon shall be deployed by the PMU at its own cost:

- The Team shall be deployed within one month from signing of Agreement between the Project Consultant and MeDA.



-
- b. However, the exact composition of the team shall consist of any or all the above mentioned functionaries depending on the requirement of the project from time to time. It could also consist of more/less than the member of one type of functionaries, as decided by MeDA depending on the requirement of the project from time to time. The deployment of the personnel shall be done on approval of MeDA and payment for all the positions shall be made as and when deployed to the site on agreed terms. Maximum age for the onsite personnel in the Planning PMU shall be 60 years for Team Leader and 50 years for other members of the team as on agreement date provided they are physically fit.
 - c. The Applicant is required to submit the CVs of the members of the team proposed for deployment as set out in the RFP, which shall be evaluated as provided in the RFP. The personnel proposed in the team shall be required to attend MeDA office for personal interview at their cost. If a person proposed for any position is not found suitable by MeDA, another CV shall be submitted and the same procedure shall follow till a suitable person for the given position is approved.
 - d. MeDA reserves the right to increase/decrease the number of personal and functionaries as per the requirement of projects undertaken by MeDA.



Form Tech-8

Qualifications and competence of the Team Leader who will be stationed at MeDA office Meerut

(In tabular form only)

	Present Designation in the Applicant's organization	Name	Qualification	Total Experience in years min	Experience for specific role
Minimum requirements	NA	NA	Graduation: Architecture Post-Graduation: Planning, with Membership from ITPI	As per Appendix C	As per Appendix C
Actual information for the proposed personnel			Graduation: _____ Post-Graduation: _____		

The Minimum requirements have been provided above. The Applicant should provide the actual information in the format

Please attach the curriculum vitae of the above personnel, duly signed by the personnel and by the Authorised Signatory

For and on behalf of (Name of Applicant)

Duly signed by the Authorized Signatory of the Applicant
(Name, Title and Address of the Authorised Signatory)

Seal of the Applicant

**Form Tech-9**

Qualifications and competence of the Team Members who will be stationed at MeDA office, Meerut.

(In tabular form only)

	Present Designation in the Applicant's organisation	Name	Qualification	Total Experience in years min	Specific Experience of related to role
Minimum requirements	NA	NA	Graduation: Post-Graduation: As per Appendix C	As per Appendix C	As per Appendix C
Actual information for the proposed personnel			Graduation: _____ Post-Graduation: _____		

The Minimum requirements have been provided above. The Applicant should provide the actual information in the format.

Please attach the curriculum vitae of the above personnel, duly signed by the personnel and by the Authorised Signatory.

For and on behalf of (Name of Applicant)

Duly signed by the Authorised Signatory of the Applicant
(Name, Title and Address of the Authorised Signatory)

Seal of the Applicant



Form Tech-10

Format of CV of the Team Leader / Team Members

- 1 Name:
- 2 Gender:
- 3 Date of Birth:
- 4 Contact / communication Address:
- 5 Permanent Address:
- 6 Mobile No.:
- 7 E-mail ID:
- 8 Work Experience:

S. No.	Name of Firm	From date	To Date	Duration of service	Designation	Number of persons reporting	Job Description

9 Details of work experience as Team Leader of project support units:

S. No.	Name and location of Project	Name of client	Project details	Project structure/ model	Name of Firm which provided services	Designation at that time	Year of services provided	Actual Services provided
1								
2								
3								

10 Education Qualification:

S. No.	Name of Course / degree / qualification	Year of completion	% of Marks / OAGP obtained	Name of Institute	Name of board / university	Specialization, if any

11 Details of trainings availed:

S. No.	Name of Training	Details of training program	Year of training

12 Languages known:

S. No.	Name of language	Speak (Y/N)	Read (Y/N)	Write (Y/N)



13 Other details, if any, may be mentioned here.

14 Certification by the Personnel:

This is to certify that the above details are true to best of my knowledge

Signature of the personnel

15 Certification by the Authorized Signatory of the applicant firm:

This is to certify that the above person is working with our firm as

_____[mention present designation] from

_____[mention the date], who will dedicated for the
subject assignment for guiding, managing and supervising the team to be deployed.

Signature of the Authorized Signatory



Financial Capacity

The information regarding the turnover from consulting services in Last three years should be provided in the format below:

Financial year ended in	Turnover in crores of INR
March 2023 (FY 2022 - 23)	
March 2024 (FY 2023 -24)	
March 2025 (FY 2024 -25)	
Average:	

Signature of the Authorized Signatory



Format for Financial Proposal
(On the letterhead of the Applicant)

[Location, Date]

FROM: [Name of Consultant]

To

The Executive Engineer
Meerut Development Authority
Meerut, U.P.

**Sub: "Appointment Of Consultant To Setup Project Management Unit For
Architecture, Engineering, Planning & Other Projects For Meerut Development
Authority"**

Dear Sir,

We, the undersigned, having gone through this RFP document and Draft Service Agreement and having fully understood the scope of services, as set out in this RFP document, offer to provide the consulting services for the above in accordance with your RFP.

1. Our Financial Proposal excluding GST for Project is for the sum of Indian Rupee Monthly _____ (Amount in words and figure). This amount is inclusive of all taxes but excluding GST.
2. Our Financial Proposal shall be binding upon us subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the Proposal, i.e..... (Date).
3. This financial proposal covers Monthly remuneration for all the Personnel, accommodation, air fare, equipment, all overheads, out of pocket expenditures, profits, mentioned in the breakup of financial proposals. This Financial Proposal is without any condition.
4. We understand that Income Tax shall be deducted at source as per applicable laws
5. We understand that in case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.



-
6. We undertake that in competing for and, if the award is made to us, in executing the above consultancy services, we will strongly observe the laws against fraud and corruption to force in India namely "Prevention of Corruption Act 1988". We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized

Signature:

Name and Title of Signatory:

Name of Firm:

Seal of Firm:

Address



Form Fin-2

BREAKUP OF FINANCIAL PROPOSAL

(On Applicant's letter head)

[Location, Date]

FROM: [Name of Consultant]

To

The Executive Engineer
Meerut Development Authority
Meerut, U.P.

**Sub: "Appointment Of Consultant To Setup Project Management Unit For
Architecture, Engineering, Planning & Other Projects For Meerut Development
Authority"**

Dear Sir,

We attach the breakup of the Financial Proposal as follows:

Sl. No.	Expenditure Heads	Unit	Billing rate per month inclusive of all expenses
A	Cost to company for personnel (SeniorTeam Members)		
1.	Team Leader Urban Planner	01	
2.	Landscape Architect	01	
3.	Structure Engineer	01	
4.	Estimate Engineer	01	
5.	Junior Engineer	02	
6.	GIS/Remote sensing Expert	01	
7.	Revenue map expert / Lekhpal	01	
8.	Surveyor	01	
9.	Computer Operator	02	
	Total		

**Total Minimum Monthly Fee excluding GST Rs. _____ in
number)] only [Indian Rupees _____ only
(in words)**



1. We confirm that the rate quoted above are inclusive of all applicable taxes, cess and levies except GST and also inclusive of all office and other expenses which may be incurred by the firm and personnel towards office equipments and automation, hardware, software, consumables etc, documentation, travel, transportation , guesthouse accommodations etc and head office overheads. (“Office and other Expenses”)
2. We understand that the GST shall be paid by MeDA separately at the applicable rates.
3. We understand that the fees shall be computed and paid subject to the conditions of service Agreement, by MeDA on the basis of actual no of personnel deployed and time spent by the personnel in performance of the services at the Billing rates approved by MeDA and deducting taxes at source as per applicable law in case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.
4. MeDA reserves right to increase or decrease the number of personnel and the payment will be made in proportion of the persons deployed.

We understand and acknowledge that the above parts of the scope are completely independent from each other and severable.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Seal of Firm:

Address



Annexure-1

Details of the Hardware and software

Sr. No.	Particulars	Configuration or Specification
1	COMPUTER/ LAPTOP to technical members and suitable computers for other members.	CPU_I7, RAM 16GB, HDD 500 GB
2	Plotter, Stationary	A0 size color
3	Printer, Stationary	LaserJet A3 color with scanner
4	AutoCAD or any other compatible software for all technical persons with License and its renewal	
5	Microsoft office with License and its renewal	
6	GIS software with License its renewal	
7	A suitable vehicle for team member and for site visits.	
8	Any other hardware and software required to provide the services	

Note:

- The configuration of hardware and software and pricing shall be approved by MeDA before placing order.
- The hardware and software shall be maintained by the consultant at his cost.

For and on behalf of (Name of Applicant)

Duly signed by the Authorised Signatory of the Applicant

(Name, Title and Address of the Authorised Signatory)

Seal of the Applicant



Appendix D

Roles, Responsibilities and Scope of Services of Project Support Consultant (PMU) and Minimum Qualification and Experience of Experts and Office Assistant

Scope of Work

Executive Engineer, MeDA requires the services of suitably qualified and registered Consulting Firms/Agencies/Companies to provide Project Management Unit for advising MeDA planning and implementation of projects or carrying out Planning and Engineering exercise including required surveys, feasibility studies, preparation of Detailed Project Reports and preparation of Bid Documentation for all projects identified for Meerut Development Authority. The Consulting Firm will be required to establish office in MeDA premises having staff of suitably qualified Professionals competent to carry out all projects and as shown in the tender. The PMU will also help in appointing other consultants, scrutiny their work and check the DTP. Monitor the work of appointed consultant.

After acceptance of Project Management Unit, the Consultants will be fully responsible to mobilize the resources man power and required infrastructure to carry out all projects covered within the contract of services. In case of any delays, the client reserves rights to force the Consultancy Firm to provide additional resources and personnel as may be required to make up the lost time, for which no additional payment shall be made. Whenever power point presentation or otherwise are sought for, the PMU should deploy competent person shall make necessary arrangements.

Objectives of the Assignment

The primary objective of the consultancy is to undertake Planning and Engineering exercise including all surveys required and preparation of DPR and Bid Documents for all projects for Meerut Development Authority.

Scope of Work

The feasibility studies and Detailed Project Report (DPR), Bid documents, Planning and Engineering exercise with necessary surveys should be carried out based on the guidelines laid down by the Government. To prepare tender stage design, detailed drawings, tender documents, Structural drawings, Architectural Design, Landscape Design, Road Traffic Planning and road network design Working and building services drawing with required detail. The present assignment shall include the following but not limited to the following:

General Framework

- Reviewing existing maps, studies, and other related documentation to obtain a better understanding of the Meerut Development Authority works.
- Collecting primary data and secondary data and projecting the same for the Ultimate year 2050 or as decided considering Base year as 2025



- Studying the development plans, if any prepared for the town to assess the potential for development
- Carry out necessary surveys, Data collection etc for detailed planning proposals.
- Assessing the demand for the Intermediate year and the Ultimate year
- Assessing adequacy of existing system for integration into the proposed system
- Assessment of technical and financial viability of source.
- Prepare detailed drawings and detail project report with detailed tender drawings and working drawing, Structural drawings, Architectural Design, Landscape Design, Road Traffic Planning and road network design Working and building services drawing with required detail.
- Prepare standard Draft Tender Paper for the project sanctioned/or to be sanctioned technically and administratively.

Planning

Suggesting suitable materials for construction with cost benefit analysis discussing the feasibility for structures and other design and details as appropriate

- Design & Engineering
- Design Electrical, Mechanical and Instrumentation systems.
- Preparation of Estimates, drawings/Maps and Technical Specifications.

Project Cost & Financial Viability

Preparation of project cost estimate including capital cost, O&M Costs, preparation of financial analysis and economic analysis including internal rate of return/economic rate of return of the project. Justify the assumptions made by illustrations, which are executable.

The cost estimate shall be based on the latest schedule of rates as per MeDA requirements. The estimate shall include road restoration charges, shifting of poles etc. wherever necessary. There shall not be any lump sum provision in the estimate. For items not covered in the schedule of rates, Rate Analysis based on market rates shall be adopted with evidence/ after due sanction by engineer-in-charge.

Operation and Maintenance cost, mechanism and suggested user charges for self-sustainability of the system.

Evaluation of the Financial Affordability of the MeDA for investment in the proposed project based on financial health of those entities. Financial affordability recommendations shall be made with respect to realistic estimates.

Implementation Plan

Prepare the project implementation schedule for execution. This will also include drawing up project budget with monthly/quarterly target, furnish network analysis such as CPM, PERT for purposes of effective project monitoring and regular reports.



Approvals/ permissions

Clearances/ Permission from other Ministries namely Ministry of Environment and Forest, GPBC/CPCB, NHAI and Railways, Road and Building Department, Irrigation Department, or etc. if required, should be highlighted in DPR.

Whenever power point presentation or otherwise are sought, the consultants shall make available to various Committees and the VC, MeDA or any other officials.

Survey, Data Collection and Investigation

Field Survey

Planning and design of all the services with required topographical survey for the MeDA to be carried out and necessary base plans with spot levels and contour levels shall be prepared. The complete details should be certified by the MeDA for completeness of coverage, and a layout plan to scale as specified shall be prepared indicating the existing and proposed components along with RLs.

Data Collection

The PMU shall be wholly responsible for all the details of the proposal, site conditions, the execution methodology etc. All data utilized in preparation of the proposal shall be presented indicating the source of the data and also the basis of assumptions, if any. The consultant shall be responsible for all the data or designs and drawings and cost estimate given by them.

Data to be collected shall include but not be limited to:

Administrative Report of the MeDA, Population of the city as per 2011 census, present and future (design) period. Present condition of the city such as: Data relating to slums viz. number, location and population, service coverage

3.9 Land Requirement

The project design shall be strictly based on land owned by MeDA. The PMU shall identify the land at the very early stage of conducting feasibility study in consultation with MeDA. The PMU shall obtain no objection certificate/due sanction from MeDA for land belonging to MeDA before finalizing the feasibility report. For land belonging to other government departments, the PMU shall assist MeDA with equal responsibility to obtain NOC for the identified land parcels from concerned department before completion of Feasibility study.

Outputs and Deliverables

Under this contract the PMU's payments will be on output and deliverables based. It is very important for the PMU to note the exact outputs required and their contents. The desired outputs & deliverables under this contract are as shown in the table below.



Reports to be submitted by The PMU to Executive Engineer, MeDA. All reports, documents and drawings prepared by the PMU are to be submitted to the client under this assignment. The analysis of data and the design proposals shall be based on the data derived from the primary surveys and investigations carried out during the period of assignment. The sources of data used in the reports shall be indicated with complete details for easy reference.

Since the project preparation is quite expensive and time consuming, the projects under this assignment are proposed to be prepared in various stages and at the end of each stage decision shall be taken at competent level and conveyed to PMUs whether to proceed for next stage. Project preparation activities will be split into five stages as brought out below.

Stages	Due time framework
Stage 1: Inception Report	T+7
Stage 2: Feasibility studies and Feasibility Report (FR)	T+14
Stage 3: Draft Detailed Project Report (DDPR)	T+21
Stage 4: Detailed Project Report (DPR) and	T+28
Stage 5: Draft and Final Bid Document for appointment of PMC	T+35

Where is T is the date on which work is being allotted.

Time schedule in respect of all such stages has been indicated as above. PMU shall be required to complete, to the satisfaction of the client, all the different stages of assignment within the time frame indicated in the schedule of submission pertaining to Reports and Documents for becoming eligible for payment for any part of the next stage.

The PMU shall submit to the client the final reports and documents in bound volumes after completion of each stage of work as per the schedule and in the number of prescribed copies. Further, the reports shall also be submitted in CDs/ Pen drive in addition to the hard copies. The soft copy shall be in original version and pdf form. PMU shall submit all other reports mentioned specifically in the TOR.

The time schedule for various submissions shall be strictly adhered to. No time-overrun in respect of these submissions will normally be permitted. PMU is advised to go through the entire terms of reference carefully and plan his work method in such a manner that various activities followed by respective submissions as brought out are completed as stipulated. PMU is, therefore, advised to deploy sufficient number of supporting personnel, both technical and administrative, to undertake the assignment. As far as possible, the proposal should include complete information such as number of such persons, name, position, period of engagement, etc. The PMU is also advised to start necessary survey works/data collection from the beginning so as to gain time in respect of various other activities in that stage.

Payment to the PMUs

The consultancy charges for performance of the services under the contract shall be paid by the client as per payment schedule given in Terms of Reference.

The client shall pay the GST on prevailing rates as applicable on the consultancy charges.



It is expected that PMU has quoted amount considering all requirements for satisfactory performance of the services included in TOR. If the PMU has not considered any component for performance of the services, no extra payment shall be made on this account.

The PMU will be paid consultancy fee monthly as per the schedule :

Payment Terms

The client reserves the right to stop the consulting assignment for full or part of the assignment at any stage of its execution by the PMU in specific cases. In the event of such discontinuation of full or part of the assignment, the PMU shall be compensated to the extent of the work done by it.

Performance Security

The successful PMU whose tender is accepted will have to pay Performance Security of 5% of annual fees in the form of FDR or Bank Guarantee issued by scheduled bank favoring Of Executive Engineer MeDA payable at Meerut at the time of first payment. Performance Security shall be returned to the agency after successfully completion of the contract.

Penalty Clause:

In initial pre-feasibility report/analysis each project DPR timeline will be submitted by PMU as per the guidance of MeDA and same timeline shall be adhered to. If the project is not submitted in the time-limit the penalty can be imposed at the discretion of VC, MeDA at the rate of 0.3% per day of the fees to be paid to PMU and maximum up to 10%.



Draft Service Agreement

THIS AGREEMENT ("Service Agreement") is made on the _____ this day of _____
2025 at Meerut

BETWEEN

Meerut Development Authority, a statutory authority constituted by Government of Uttar Pradesh under U.P. Urban Planning act, 1973, having its office at Civil Lines, Vikas Bhawan, Meerut, U.P. (hereinafter referred to as "MeDA" or the "First Party" or the "Authority" which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part

AND

----- firm having its registered office at----- (hereinafter referred to as the "Consultant" or the "Second Party") which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the Other Part

MeDA and the Consultant are collectively referred to as 'Parties' and individually as "Party".

WHEREAS

- A. Government of Uttar Pradesh (GoUP) is developing Meerut as a sustainable city such as physical and social infrastructure, residential, institutional commercial, recreational and industrial developments.
- B. Meerut Development Authority (MeDA) is established by GoUP under the U.P. Urban Planning act, 1973 for development of Meerut Development area..
- C. As part of development activities, MeDA is developing and shall plan, design and develop residential, commercial, institutional, recreational, industrial, urban infrastructure, utility and social projects by selection of various architects, planning and design firms, technical consultants, project management and construction supervision consultants.
- D. As part of development activities, MeDA is developing and shall plan, design and develop residential, commercial, institutional, recreational, industrial, urban infrastructure, utility and social projects by promoting Public Private Partnership framework, depending on the nature of projects



- E. MeDA has a limited in-house capacity to meet the challenges for implementation of the projects mentioned above. There is an imperative need of procuring services of an external agency to enhance the capacity. MeDA intends to select and appoint a Consultant (PMU) through this RFP for providing services as described more particularly in scope of services as part of this RFP.
- F. In response to the request for proposal, _____ proposals were received and after evaluating the same, the Proposal submitted by the Consultant has been accepted and Letter of Acceptance No _____ dated _____ was issued.
- G. The Consultant covenants to undertake the Assignment as set forth in the Terms of Reference (**As in Appendix D**, hereinafter referred to as “the Services”) and to perform, fulfill, comply with and observe all and singular provisions, conditions and requirements of this Agreement by deploying dedicated personnel with specified qualification, experience and skill sets.
- H. In consideration thereof, MeDA will pay to the Consultant fee (hereinafter referred to as “the Fee” **As in Financial Proposal**) and will perform, fulfill, comply with and observe all singular provisions, conditions and requirements to the Agreement.
- I. MeDA hereby appoints M/s _____ as the Consultant on the conditions as laid down in the agreement and in the following annexure appended hereto and forming an integral part of this Agreement and the Consultant accepts the appointment :-

Appendix C	Qualifications and competence of the key professional staff
Fin-1 and Fin-2	Fees offered by the consultant and accepted by MeDA
Appendix D	Roles, Responsibilities and Broad Scope of Work of Project Support Consultant (PMU) and Minimum Qualification and Experience of Experts and Office Assistant
Appendix F	General Conditions of Contract

NOW THIS AGREEMENT WITNESSES that the parties hereto have caused this contract to be signed in their respective names as on the day and year first above mentioned,

SIGNED, SEALED AND DELIVERED ON THIS DAY AND YEAR FIRST HEREIN ABOVE MENTIONED

The Meerut Development Authority, Meerut - First Party

By the hands of its authorized signatory

Authorized Signatory of First Party

Name:

Designation: Executive Engineer

Address :- Civil Lines, Vikas Bhawan,

Meerut- 250003

Website :- www.mdameerut.in

E-Mail :- mdameerut@rediffmail.com

Authorized Signatory of Second Party

Name :

Designation:

Address:

In the presence of:



1. _____

Name :
Address:

2.

Name :
Address:



Appendix F

GENERAL CONDITIONS OF CONTRACT

1 RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of employer and employee or agent as between MeDA and the Consultant (PMU). The PMU, subject to this Agreement, should have complete charge of personnel performing the Services and the Consultant shall be fully responsible for the Services performed by it or on its behalf hereunder. The Agreement shall commence on the date it is executed by the Parties.

2 DURATION OF THE AGREEMENT

The duration of the project support Service agreement shall be Three Years initially which may be extended for a further period of maximum Two Years. The monthly fee shall be increased by 10 (Ten) percent on previous year's fees at the time of extension of services after 3 years from signing of the Agreement, provided that the services are continued after satisfactory performance.

- 3 Deployment of the personnel: MeDA may decide to deploy selected personnel from the team mentioned under Appendix-C of the RFP. The payment shall be adjusted proportionately to the fees offered in the financial offer.

4 MODE OF PAYMENT

- a. By 15th day of each month the PMU shall raise invoice for the monthly fee for the previous month, along with the list of works done in the previous month, list of issues / critical activities, if any and attendance sheet of all personnel showing days of absence, duly certified by the Project Manager. The fees as approved under the RFP shall be paid within 15 days from the date of receipt of the invoice, complete in all respect. However, the first monthly fees shall be paid one month after the actual deployment of the staff at MeDA, Meerut office. In accordance with Financial Proposal, the fees shall be inclusive of all expenses of the personnel deployed and overheads & miscellaneous expenses and profit. It shall also be inclusive of all taxes, surcharges out pocket expenses which may be incurred by the consultant towards travel, documentation and communication except the GST and Cess, which will be paid separately, as agreed here under.
- b. MeDA shall, at its cost and expense, provide to the PMU staff the facilities such as suitable work-place including workstations with table, chair, phone connection, internet connection, furniture, fittings. However, required software and hardware like, Desktops/ Laptops, external USB storage, data card, printers, scanner photocopier, stationery, other consumables etc. shall be provided by the PMU at its own cost at approved location at MeDA Meerut office. All hardware procured by the Consultant shall be maintained by the Consultant at its own cost.



-
- c. The GST, Cess, Surcharge levied on such services shall be payable extra by MeDA at the then prevailing rate on every payment made to the PMU against invoice.
 - d. Income tax as applicable shall be deducted at source from every payment.
 - e. The fee payable by MeDA to the PMU for the Services shall be computed and paid subject to the conditions of service Agreement, by MeDA on the basis of actual time spent by the personnel in performance of the services at the Estimated Billing rates approved by MeDA after deducting taxes at source as per applicable law.
 - f. The Consultancy Fee shall be inclusive of all applicable taxes, cess and levies except GST and also inclusive of all office and site supervision expenses which may be incurred by the firm and personnel towards office equipments and automation, hardware, software, consumables etc, documentation, travel, transportation, communication etc and head office overheads. ("Office and Other Expenses")
 - g. The Consultancy period shall be initially for 3 years effective from the signing of the Service Agreement which can be extended for a further period of for maximum two years. The rates quoted for the project shall remain constant for initial 3 years period and shall be increased by 10% at the time of extension after initial term of 3 years on the rates charged in the previous year of services. However, MeDA shall have right to review the performance of the Planning - PMU and if MeDA is not desirous of continuation of the services of the Planning - PMU on ground of unsatisfactory performance or breach of any term or condition of the contract it may terminate the agreement by giving notice of 15 days and by providing reasonable opportunity to be heard. In such a case the Planning - PMU shall only be entitled to receive the fees due till the date of notice but no other claim on any ground shall be allowed.
 - h. All the payment under this agreement shall be made by MeDA after certification of the bills by the Nodal officer of MeDA.
 - i. The GST shall be paid by MeDA separately at the applicable rates



- 5 The key deliverables would be as per the following table:

Reports

S. No.	Report	Frequency	Due Date/ Time
1	Progress Report (Monthly)	Every month	Monthly: Before 10 th day of the following month
2	Final Report	One time	Within 15 days of completion of services/ contract

The Team Leader shall submit 2 hard copies and 1 soft copy of the following reports to the MeDA:

- a) The Monthly Progress Report shall contain details of all the ongoing and proposed assignments, meetings, decisions taken therein, mobilisation of resources of consultants, progress and the projected progress for the forthcoming periods. The report shall also contain any other aspect which MeDA may direct from time to time.
- b) Final Report: The consultant will prepare a comprehensive final completion report after completion of the assignment and the consultant shall be required to take the approval of MeDA.

6 PERFORMANCE SECURITY

An amount of five percent of the total Annual Fee shall be given as Performance Guarantee in the form of unconditional bank guarantee from any nationalized or schedule bank for the entire duration of services, which shall be returned without any interest on termination of this agreement, after deducting the dues, penalty, if any. The MeDA shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, with a notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified herein above.

- 7 MeDA shall finalise all reports/documents to be submitted by the Consultant under this Agreement by itself or through an external agency appointed by MeDA.



8 Category of SLAs

The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following paragraphs are applicable for the duration of the Agreement for the „Penalty and same shall be calculated on a quarterly basis.

The penalty for various delays and deficiencies in Consulting Services will be as follows:

Service Level for onsite team for Consulting Services:

- i. If the successful Applicant is unable to deploy any of the team, as set forth in Appendix C of the RFP, within a period of one month from the Agreement signing Date, unless otherwise agreed by the Parties, a penalty at the rate of 1% per week of the Monthly Fee will be levied for a maximum period of eight weeks. If the deployment is not completed even within this eight-week period, then the agreement will be liable for termination, in part or whole, at the discretion of MeDA and at the risk and cost of the Selected Applicant;
- ii. Replacement of resources within one year from the date of such deployment, unless otherwise agreed by the Parties, shall not be allowed. The replacement of resource by Selected Applicant will be allowed (with penalty) only in case, the resource leaves the organization by submitting resignation with the present employer or physically unfit;
- iii. The replaced resource will be accepted by the MeDA only if he fulfils the required the criterion mentioned in this RFP and is found suitable to the satisfaction of the MeDA. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the MeDA. The Selected Applicant shall be allowed a maximum of 30 days to replace the resource;
- iv. The penalty per resource would be imposed in case of exit/ replacement of more than 2 resource from the Assignment within below mentioned period starting from the date of deployment of respective resource:
 1. **within 6 Months: INR 75,000 (Rupees Seventy-Five Thousand) per resource; and**
 2. **from 6 months to 1 Year- INR. 50,000 (Rupees Fifty Thousand) per resource.**
- v. After expiry of 30 calendar days of exit, a penalty of INR 3000 per working day per resource will also be imposed till suitable replacement is not being provided by the Selected Applicant;

Penalty for absence:

- i. Selected Applicant shall maintain monthly attendance logbook and same should be submitted to Authority along with the monthly invoice. In the case of absence (apart from allowed leaves) of a resource during Assignment period, no payment will be made for the days a resource is absent (Per day payment will be calculated



- by dividing Monthly Retainer Fee by number of working days in that Month and Number of key personnel deployed);
- ii. Fraction of a day in reckoning period in supplies shall be eliminated if it is less than half a day;
 - iii. Penalty would be deducted from the applicable payments;
 - iv. All personnel can avail maximum 18 leaves per year on pro-rata basis;
 - v. Resource shall get prior approval of MeDA before leaving Meerut.

Limitation of Penalties

After Starting of the work and services the maximum penalty should be levied as described below:

- i. The total deduction should not exceed 100% of the total Annual Fee for the services/supply.
- ii. If Selected Applicant fails to deliver the services in stipulated time-frame on account of any reasons will be deemed to be an event of default and termination. This shall be governed by the terms & conditions the Agreement.

9 SUSPENSION

MeDA may by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the later fails to perform any of its obligations under this Contract, including the carrying out of the services provided that such notice of suspension

(i) shall specify the nature of the failure and (ii) request the Consultant to remedy such failure within the period not exceeding fifteen (15) days after the Consultant of such notice of suspension.

10 TERMINATION OF THE AGREEMENT

a. By MeDA

- i. This Agreement shall be effective on the date hereof and shall continue in full force until completion of the Services or terminated earlier as per below:
 1. MeDA shall have right to review the performance of the PMU and if MeDA is not desirous of continuation of the services of the Planning PMU on ground of unsatisfactory performance or breach of any term or condition of the contract it may terminate the agreement by giving notice of 30 days and by providing reasonable opportunity to be heard. If MeDA terminates the Agreement as a result of a default of the Consultant, the Consultant shall be liable for the extra costs reasonably incurred by MeDA in obtaining completion of that part of the Services which remained incomplete, as on the date of termination;
 2. the firm fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 11 hereof;



3. the firm submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the firm knows to be false;
4. any document, information, data or statement submitted by the firm in its Proposals, based on which the proposed client was considered eligible or successful, is found to be false, incorrect or misleading;
5. as the result of Force Majeure, the firm is unable to perform a material portion of the Services for a period of not less than 45 (forty-five) days; or
6. MeDA or the PMU may terminate the agreement by giving the termination notice of three months in advance;
7. If MeDA terminates the agreement, not as a result of any default by the Consultant, then MeDA shall compensate the Consultant for the Services performed till the date of termination but no other claim on any ground shall be allowed.
8. The communication of termination of this Agreement shall be by means of written notice ("Termination Notice")

ii. **By the Consultant**

The Consultants may, by not less than. thirty (30) days' written notice to the MeDA, such notice to be given after the occurrence of any of the events specified in paragraphs

(i) through (iv) of this Clause, terminate this Contract:

- i. if the MeDA fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- ii. if the MeDA is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the MeDA of the Consultants' notice specifying such breach;
- iii. if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than Forty Five (45) days; or
- iv. if the MeDA fails to comply with any final decision reached as a result of arbitration pursuant to this agreement.
- v. In case of any such termination, it shall be the obligation of the consultant, that all the original documents, files, drawings and any other correspondence shall be transferred to MeDA.

11 **CESSATION OF RIGHTS AND OBLIGATION**

Upon termination of this Contract pursuant to Clause 10 hereof, or upon expiration of this Contract all rights and obligations of the Parties hereunder shall cease, except:

- (i) such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) the obligation of confidentiality set forth in this agreement
- (iii) any right, which a Party may have under the Applicable Law.



12 CESSATION OF SERVICES

Upon termination of this Contract by notice of either Party to the other pursuant to Clause 10 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to minimum.

13 PAYMENT UPON TERMINATION

Upon termination of this Contract pursuant to Clause 10 hereof, the MeDA shall make the payments for Services satisfactorily performed prior to the effective date of termination; to the Consultants after offsetting against these payments any amount that may be due from the Consultant:

14 DISPUTES ABOUT EVENTS OF TERMINATION

If either Party disputes whether an event specified in Clause 10 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to this agreement and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

15 RESPONSIBILITIES AND OBLIGATIONS OF THE CONSULTANT

The Consultant shall:

- a. provide the Services as set out in **Appendix D**
- b. exercise the degree of skill, care and diligence normally exercised by members of the profession performing services of a similar nature;
- c. be bound to comply with any written direction of MeDA officials to vary the scope sequence or timing of the Services; and to ensure compliance of any such direction within the preview of Appendix-D
- d. use all reasonable efforts to inform itself of MeDA's requirements for the Deliverables for which purpose the Consultant shall consult MeDA throughout the performance of the Services.

16 CONFLICT OF INTEREST

- a. The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement. (Refer Guidance Note)
- b. Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant nor the Personnel or either of them shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or



- c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.
- c. Consultant not to benefit from commissions discounts, etc.
- The remuneration of the Consultant pursuant to Clause 4 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.
- d. The Consultant and its Personnel shall observe the highest standards of ethics and have not engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, 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 any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.
- e. Without prejudice to the rights of the Authority under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- f. For the purposes of Clause 16.4, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) "**corrupt practice**" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement 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 the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or



(ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority 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 Selection 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 Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Consultants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

17 CONFIDENTIALITY AND PUBLICITY

The Consultant shall treat the details of the output of the assignment and the Services as confidential and for the Consultants own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to MeDA or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous consent in writing of MeDA.

18 CONSULTANT’S REPRESENTATIVES

The Team Leader shall be the representative of the Consultant and shall have authority to act on behalf of the Consultant for all purposes in connection with the Services and in accordance with all the provisions under the Agreement.

19 INDEMNITY AND INSURANCE

- a. The consultant shall take out and maintain professional indemnity insurance and insurance against claims by third parties resulting from acts performed in carrying out the
Services of the amounting the contract value
- b. MeDA undertakes no responsibility in respect of life, health, accident, travel or any other insurance coverage for the personnel or for the dependents of any such personnel.
- c. The consultant shall indemnify at all times, the MeDA from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature



that may be imposed on, incurred by or asserted against the MeDA during or in connection in the Services by reason of: (i) infringement or alleged infringement by the consultant of any patent or other protected right; or (ii) plagiarism or alleged plagiarism by the consultant.

- d. The consultant shall indemnify, protect and defend, at consultant's own expense, MeDA, its agents and employees, from and against any and all actions, claims, losses or damages arising out of consultant's failure to exercise the skill and care required under this agreement, provided, however: that consultant is notified of such actions, claims, losses or damages not later than twelve months after conclusion of the Services; and provided further *that the ceiling on consultant's liability shall be limited to the amount of contract value;
- e. In addition to any liability consultant may have under this agreement consultant shall, at its own cost and expense, upon request of MeDA, re-perform the Services in the event of consultant's failure to exercise the skill and care.
- f. The consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by (i) MeDA's overriding a decision or recommendation of consultant or requiring consultant to implement a decision or recommendation with which consultant does not agree; or (ii) the improper execution of consultant's instructions by agents, employees or independent contractors of MeDA.

20 OWNERSHIP OF WORK PRODUCT, COMPUTER PROGRAMS AND EQUIPMENT

All reports, documents, correspondence, draft publications, maps, drawings and design, notes, specifications, statistics, work product in any form and, technical data compiled or prepared by the consultant and communicated to the MeDA in performing the Services (in electronic form or otherwise and including computer-disks comprising data) shall be the sole and exclusive property of the MeDA, and may be made available to the general public at MeDA's sole discretion. The consultant may take copies of such documents and data for purpose of use related to the Services under terms and conditions acceptable to the MeDA but shall not use the same for any purpose unrelated to the Services without the prior written approval of the MeDA.

All computer programs developed by the consultant under this Contract shall be the sole and exclusive property of the MeDA; provided, however, that the consultant may use such programs for their own use with prior written approval of the MeDA. If license agreements are necessary or appropriate between the consultant and third parties for purposes of development of any such computer programs, the consultant shall obtain the MeDA's prior written approval to such agreements. In such cases, the MeDA shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

21 FORCE MAJEURE

a. Definition

- a. 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.

- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No breach of Agreement

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

c. Measures to be taken

- a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

d. Extension of time

Any period within which a Party shall, pursuant to this Agreement, 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.



22 OTHER CONDITIONS

- a. In the event, any contribution required by any of the experts of the Consultant's organization, Consultant shall provide such services on mutually agreed terms and conditions. The Consultant shall arrange to submit such contribution of such expert within 7 days from the date of receipt of such communication with the necessary documents from MeDA.
- b. MeDA may request review / comments of any expert of the Consultant's organization on any document prepared by the PMU. The Consultant shall arrange to submit such contribution of such expert within 7 days from the date of receipt of such communication with the necessary documents from MeDA. No additional fee shall be paid to the consultant for reviewing and commenting on any document by an internal expert of the Consultant's organization.
- c. In the event MeDA desires the Consultant to perform such additional services which are not within the Terms of Reference, the Consultant shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.
- d. MeDA shall provide to the Consultant documents/ information/ reports as may be required by the Consultant to enable it to provide the Services. MeDA undertakes and agrees to furnish to the Consultant from time to time such other documents/ reports/ information in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/ available with the MeDA.
- e. In the event MeDA is not satisfied with performance of any of the personnel deployed, MeDA shall write to the Consultant to substitute such personnel within 90 days with personnel, acceptable to MeDA with equal or higher qualification and experience.
- f. In the event MeDA does not have the requirement of one or more personnel deployed, MeDA shall intimate the same to the Consultant in writing. The Consultant shall withdraw such personnel within a period of 90 days from the date of receipt of such intimation. The Monthly Fee shall be paid as per actual deployment.
- g. MeDA shall have the right to instruct the Consultant to deploy additional experts as part of the PMU. The Consultant shall deploy such experts, acceptable to MeDA, within 90 days of receipt of such instruction of MeDA, at mutually agreed terms & conditions and
at the fee equivalent to Team Leader.
- h. All intellectual property conceived, originated, devised, developed or created by the Consultant, its agents, specifically for the purpose of rendering the Services, shall vest with MeDA unless otherwise agreed, between MeDA and the Consultant. MeDA as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project



- i. Unless otherwise agreed, MeDA shall have the copyright on all the reports, documents, maps, etc., authored, prepared or generated during the course of the Services to be provided by the Consultant.
- j. The holidays, working hours and the timings for working days shall be in accordance with those prevailing in MeDA. However considering the need of the work the team may be called to work on holidays without claiming for any financial benefits.
- k. The deployed personnel may have to work on Saturdays, Sundays, holidays and also on extended hours, to support MeDA in the event of contingencies and urgency. For workings on such additional hours and on holidays no extra payment shall be made to the Consultant.
- l. The organization of PMU shall also designate as senior officer from its head office for liasoning and ensure that s/he shall be available for discussions in MeDA, Meerut office, as and when required.
- m. No personnel of PMU can be changed / substituted by the Consultant, except in the case of leaving of a PMU personnel by resignation. In such case such personnel will be required to be substituted by personnel of equal or higher qualification and experience within 30 days from the date of departure of such personnel. Monthly fee shall be paid as per actual payment.

23 COMPLIANCE WITH LAWS

The Consultant shall take due care that all its documents comply with all relevant laws and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Consultant.

24 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of India. The Courts at Meerut shall have jurisdiction over all matters arising out of or relation to this Agreement.

25 DISPUTE RESOLUTION

a. Amicable Resolution

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably through discussions between the Parties.

Any Dispute which is not resolved amicably within 30 days, the same shall be referred to the sole arbitration of Vice Chairman, MeDA whose decision shall be final and binding on both the Parties. Such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 ("Arbitration Act").



b Place of Arbitration

The place of arbitration shall ordinarily be Meerut but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

c English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

d Enforcement of Award

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

e Performance during Dispute Resolution

Pending the submission of and/or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award

26 SEVERABILITY

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

27 WAIVER

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- i shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
- ii shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
- iii shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

28 Entire Agreement

This Agreement and the Annexure together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof,



and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the firm arising out of the provisions of the RFP shall continue to subsist and shall be deemed as part of this Agreement.

Without prejudice to the generality of the provisions of Clause 28.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

29 MODIFICATION

Modification of the terms and conditions of the Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

30 NOTICES

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned hereinbelow:

For Authority:	
Designation	Executive Engineer
Address	Address :- Civil Lines, Vikas Bhawan, Meerut-250003
Phone	
Website:	Website :- www.mdameerut.in
E-Mail Address:	E-Mail :- mdameerut@rediffmail.com

For Firm/Consultant:	
Designation	
Address	
Phone	
Website:	
E-Mail Address:	



31 TRANSFER OR ASSIGNMENT

No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.

32 VARIATIONS

MeDA may, by written notice to the Consultant, direct the Consultant to vary the scope, sequence or timing of the Services with suitable compensation for such variation to be agreed mutually and the Consultant shall be bound to comply with that direction.

(See Clause 16 of General Conditions)

Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 16 of the Agreement and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:

(a) Authority and Consultants

- (i) Potential consultant should not be privy to information from the Authority which is not available to others.
- (ii) Potential consultant should not have defined the project when earlier working for the Authority.
- (iii) Potential consultant should not have recently worked for the Authority overseeing the project.

(b) Consultants and concessionaires/contractors:

- (i) No consultant should have an ownership interest or a continuing business interest or relationship with a potential concessionaire/ contractor.
- (ii) No consultant should be involved in owning or operating entities resulting from the project.
- (iii) No consultant should Proposal for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.



5. Another approach to avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition.
6. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.
7. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
8. Another form of conflict of interest called “scope-creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
9. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.



Schedule 1: Scope of service of the PMU

To be appended before signing of the Agreement

Reference invited to Appendix D to the RFP

Schedule 2: Financial Proposal of the PMU

To be appended before signing of the Agreement

Schedule 3: Name of the Project Manager and Name and designation and key personnel of the PMU to be deployed at office of MeDA

To be appended before signing of the Agreement

Schedule 4: Final version of the RFP document

To be appended before signing of the Agreement