

Request for Proposal

(RFP)

For

“Consultancy Services for Preparation of Detailed Project Report, Bid Process Management and Periodic Supervision for Development Projects/ Infrastructure Works /Beautification Projects and other allied Infrastructures, Civil & Electrical Works etc. at Manasa”

NAGAR PARISHAD MANASA

DISTT. NEEMUCH

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Notice Inviting Tenders

OFFICE NAGAR PARISHAD MANASA DISTT NEEMUCH

NIT No.212 DATE 16-05-2026

Online Percentage bids for the following works are invited from Engineering Consultancy firms of repute fulfilling eligibility criteria: -

S.No.	Name of the work	Earnest Money Deposit (In Rs)	Cost of Bid Document (InRupees)	Category of Consultant	Time of Completion
01	Consultancy Services for Preparation of Detailed Project Report, Bid Process Management and Periodic Supervision for Development Projects/ Infrastructure Works /Beautification Projects and other allied Infrastructures, Civil & Electrical Works etc. at Manasa	10,000/-	2,000/-	Engineering Consultancy	12 Months

1. All details relating to the Bid Document(s) can be viewed and downloaded free of cost from the <https://mptenders.gov.in/>
 2. Bid document can be purchased after making online payment of portal fees through Credit/Debit/Cash Card/internet banking.
 3. At the time of submission of the Bid the eligible bidder shall be required to:
 - i) pay the cost of Bid Document;
 - ii) deposit the Earnest Money;
 - iii) Submit a checklist; and
 - iv) Submit an affidavit.
- Details can be seen in the Bid Data Sheet
4. **ELIGIBILITY FOR BIDDERS: A)-As per NIT**
 5. **Pre-qualification-Yes**
 6. **The Bid Document can be purchased and Submitted only Online from 16-05-2026 (date) 17:30 (time) to 01-06-2026 (date) 17:30 (time). Other key dates may be seen in Bid data sheet.**
 7. Amendment to NIT, if any, would be published on web site only, and not in News paper.

CMO NAGAR PARISHAD MANASA

ProcedureforParticipationine-Tendering

1. RegistrationofBiddersone-TenderingSystem:

All the UADD registered bidders are already registered on the new e- procurement portal <https://mptenders.gov.in>. The user id will be the contractor ID provided to them from MP Online. The password for the new portal has been sent to the bidders registered email ID. for more details may contact on the information available on website.

2. DigitalCertificate:

The bids submitted online should be signed electronically with a Class III Digital Certificate to establish the identity of the bidder submitting the bid online. The bidders may obtain Class III Digital Certificate issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities, Government of India. A Class III Digital Certificate is issued upon receipt of mandatory identity proofs along with an application. Only upon the receipt of the required documents, a Digital Certificate can be issued. For details please visit cca.gov.in.

Note:

- i. *It may take upto 7 working days for issuance of Class III Digital Certificate; hence the bidders are advised to obtain the certificate at the earliest. Those bidders who already have valid Class III Digital Certificate need not obtain another Digital Certificate for the same. The bidders may obtain more information and the Application Form required to be submitted for the issuance of Digital Certificate from cca.gov.in*
- ii. *Bids can be submitted till bid submission end date. Bidder will require digital signature while bid submission.*

The digital certificate issued to the Authorized User of a Partnership firm / Private Limited Company/PublicLimitedCompanyandusedforonlinebiddingwillbeconsideredasequivalent to a no-objection certificate / power of attorney to that user.

In case of Partnership firm, majority of the partners have to authorize a specific individual through Authority Letter signed by majority of the partners of the firm.

In case of Private Limited Company, Public Limited Company, the Managing Director has to authorize a specific individual through AuthorityLetter.Unlessthecertificateisrevoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization for online bids as per information Technology Act 2000. This Authorized User will be required to obtain a Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this Authorized User will be binding on the firm. It shall be the responsibility of Management / Partners of the concerned firm to inform the Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Certificate for the new Authorized User.

3. Set Up of Bidder's Computer System:

In order for a bidder to operate on the e-tendering system, the computer system of the bidder is required to be set up for Operating System, Internet Connectivity, Utilities, Fonts, etc. The details are available at <https://mptenders.gov.in>

4. Key Dates:

The bidders are strictly advised to follow the time schedule (Key Dates) of the bid on their side for tasks and responsibilities to participate in the bid, as all the stages of each bid are locked before the start time and date and after the end time and date for the relevant stage of the bid as set by the Department.

5. Preparation and Submission of Bids

The bidders have to prepare their bids online, encrypt their bid data in the bid forms and submit bid of all the envelopes and documents related to the bid required to be uploaded as per the time schedule mentioned in the key dates of the notice inviting tenders after signing of the same by the digital signature of their authorized representative.

6. Purchase of Bid Document

For purchasing of the bid document bidders have to pay service charge online ONLY which is Rs. [as per Bid Date Sheet]. Cost of bid document is separately mentioned in the Detailed NIT. The Bid Document shall be available for purchase to concerned eligible bidders immediately after online release of the bids and up to scheduled time and date as set in the key dates.

The payment for the cost of bid documents shall be made online through Debit/Credit card, Net banking or NeFT Challan through the payment gateway provided on the portal.

7. Withdrawal, Substitution and Modification of Bids

Bidder can withdraw and modify the bid till bid submission end date.

Annexure A: Bid Data Sheet (BDS) and Instructions to Consultants

Bid Data Sheet

1.	NameoftheClient:NAGAR PARISHAD MANASA
2.	Methodofselection:Quality andCostBasedSelection(QCBS) 70:30forTechnicalandFinancialProposal
3.	FinancialProposaltobesubmittedtogetherwithTechnicalProposal: Yes TitleofConsultingServices: "Consultancy Services for Preparation of Detailed Project Report, Bid Process Management and Periodic Supervision for Development Projects/ Infrastructure Works /Beautification Projects and other allied Infrastructures, Civil & Electrical Works etc. at Manasa"
4.	RFPdocumentsmaybedownloadedfrom https://mptenders.gov.in one-paymentof Rs2000/- (Non-refundable) EMD refundable Rs. 10,000/- <i>Note: NO exemption for Bidders registered with MSME, Govt. of India as Micro & Small Enterprises for similar nature of work will be exempted from making payment towards Bid Document Fee subject to submission of valid registration with MSME, Govt. of India. However all other prescribed eligibilitycriteria will remain applicable on such bidders also. In case of exemption from payment of cost of Bid Document Fee as a matter of Govt. Policy, the scanned copy of document in support of exemption shall have to be uploaded by the bidder during the bid submission. The onus of providing that the bidder is exempted from payment of the cost of Bid Document fee will lie squarely on such bidder. In this connection, it should be noted that mere opening of bid does not mean that the bid has to be considered by NAGAR PARISHAD MANASA as a valid bid. At a later stage, if it is discovered from the uploaded documents that such bidder is/are not entitled for the exemption from the payment of cost of Bid document fee, their bid shall be treated as non-responsive and rejected outright.</i>
5.	ClientRepresentative:CHIEF MUNICIPAL OFFICER NAGAR PARISHAD MANASA Address:-OFFICE OF CMO, NAGAR PARISHAD MANASA Tele: +91-7999497088 Email: cmomanasha@mpurban.gov.in
6.	Proposals must remain valid for 180 days after the submission date indicated in this Bid Data Sheet.

7.	The Consultant is required to include with its Proposal written confirmation of authorization to sign on behalf of the Consultant: Yes
8.	Joint Ventures or Consortium: Not permitted
9.	<p>Bidders Eligibility Criteria: Applicable</p> <p>Eligible Consultant will be limited to those who fulfill following Criteria</p> <p>a) Consultants shall have minimum average annual turnover of Rs 0.50Cr. over the last 3 Financial Years. Consultants must ensure that evidence of eligibility criteria of turnover in the form of audited financial statements for the last three financial years together with the Auditors' Report must be enclosed with their technical proposal.</p> <p>b) Consultants should have executed at least 1 eco-friendly design project /Sustainability Related similar projects* during last ten years. Consultants should submit copies of Certificates from client for the same.</p> <p>*Category for Similar Projects are</p> <ol style="list-style-type: none"> 1. Preparation of Detailed Project Report, Supervision, Project Monitoring and Quality Control / Project Management for any Green Building/Sustainable Architecture Project for Agency with a Project Cost more than Rs. 0.50Cr. during last 10 Years. 2. Preparation of conceptual/executed Design drawing of a urban street/smart street work.
10.	Currency for Proposal: INR (Indian National Rupees)
11.	The overall qualifying marks for eligible to participate in opening of the financial proposal will be 60.
12.	<p>Technical and Financial Proposal are to be submitted ONLINE only</p> <p>Financial Proposal shall include a Quoted Fees as Percentage (%) of the Project Cost in the format provided under Annexure C Fin – 2.</p> <p>Consultancy Services for Preparation of Detailed Project Report, Bid Process Management and Periodic Supervision Square Development Projects/ Infrastructure Works /Beautification Projects and other allied Civil & Electrical Works at Manasa, shall be carried out at the rate quoted in Annexure C Fin - 2.</p>
13.	Technical and Financial Proposal are to be submitted Online Only
14.	Deleted
15.	A Bid Security must be submitted: Yes

16.	<p>If Yes, the amount of the Bid Security is Rs.50,000/- (Fifty Thousand Only), and the duration for validity of Bid Security is 180 days</p> <p><i>Note: No Exemption for Bidders registered with MSME, Govt. of India as Micro & Small Enterprises for similar nature of work from making payment of Bid Security subject to submission of valid registration with MSME, Govt. of India. However all other prescribed eligibility criteria will remain applicable on such bidders also. In case of exemption from payment of cost of Bid Security as a matter of Govt. Policy, the scanned copy of document in support of exemptions shall have to be uploaded by the bidder during the bid submission. The onus of providing that the bidder is exempted from payment of Bid Security will lie squarely on such bidder. In this connection, it should be noted that mere opening of bid does not mean that the bid has to be considered by NAGAR PARISHAD MANASA as a valid bid. At a later stage, if it is discovered from the uploaded documents that such bidder is/are not entitled for the exemption from the payment of Bid Security, their bid shall be treated as non-responsive and rejected outright.</i></p>
17.	Format for Bid Security will be: Online Payment on https://mptenders.gov.in
18.	Proposals must be submitted no later than the following date and time: 31/05/2026 before 17:30 Hrs (IST)
19.	<p>Address for submission of Proposals:</p> <p>Chief Municipal Officer NAGAR PARISHAD MANASA, Madhya Pradesh- Tele: +91-7999497088</p> <p>Email: cmomanasha@mpurban.gov.in</p>
20.	<p>Expected date for public opening of Technical Proposals: Date: 03/06/2026</p> <p>Time: 11.00 to 18.00 hrs</p>
21.	Expected date for public opening of Financial Proposals: [to be Notified]
22.	Expected date for commencement of consulting services: [To be Notified]
23.	Evaluation of Technical Proposal will be based on scoring given below:

S.N	Criteria	Score
1	Average Annual Turnover over the last 3 Financial Years	15
c	Above Rs 0.20 Crs but less than or equal to Rs 0.30 Crs	05
d	Above Rs 0.30 Crs but less than or equal to Rs 0.50 Crs	10

S.N	Criteria	Score
e	AboveRs0.50Cr	15
2	Experienceofundertakingsimilarassignmentsforeachcategory*	35
a	Preparation of Detailed Project Report, Supervision, Project Monitoring and Quality Control / Project Management for any Green Building/Sustainable Architecture Project for Agency with a Project Cost more than Rs. 0.50Cr. during last 10 Years. <ul style="list-style-type: none"> • 15marksforOneproject,and • 3marksforeachadditionalProjectsubjecttomaximumof15marks. 	20
b	Preparation of conceptual/executed Design drawing of a urban street/smart street work <ul style="list-style-type: none"> • 5marksforOneproject • 3marksforeachadditionalProjectsubjecttomaximumof15marks 	15
3	ApproachandMethodology	20
a	Innovativeness/commentsonTOR.	2
b	Workprogram/personnelschedule/teamstructure.	3
c	Methodology,WorkPlanandInnovativeness.	5
4	Personnel(CVs)	30
a	TeamLeader	10
b	OtherExperts(5X4)	20
	Total	100

Note:In orderforProposal tobe considered “Responsive”the Biddermustfulfill allconditions listed in Bid Data Sheet above.

*ConsultantsshouldsubmitcopiesofCertificatesfromclientsasdocumentaryevidencefor Experience of undertaking similar assignments of each category

InstructionstoConsultant

1.Introduction	1.1TheConsultant isinvited to submit aTechnical Proposal and aFinancial Proposal, or a Technical Proposal only, or a Financial Proposal only, as specified in the Bid Data Sheet. The Proposal shall be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
	1.2The Consultant shall bear all costs associated with the preparation and Submission of its Proposal and contract negotiation.
	1.3The Client is not bound to accept any Proposal, and reserves the rightto annul the selection process at any time prior to award of Contract without thereby incurring any liability to the Consultant.
EligibleConsultant	1.4A Consultantmay be a natural person, private/govt entity asPartnership (LLPs), Proprietary, or a Company incorporated under Indian Companies Act 1956, which is eligible as per the eligibility criteria’s specified in the Bid Data Sheet.
	1.5Government-owned enterprises in India may participate as a bidderonly if they can establish that they: a) are legally and financially autonomous, b) operate under commercial law
	1.6A firm or individual declared ineligible by the Government of India or GoMP or NAGAR PARISHAD MANASA or its departments and subsidiaries shall be ineligible to provide consulting services under NAGAR PARISHAD MANASA.
	1.7Consultantshallprovidesuch evidenceoftheircontinuedeligibility satisfactory to the Client, as the Client shall reasonably request.
Disclosure	1.8Consultants have an obligation to disclose any actual or potentialconflict of interest. Failure to do so may lead to disqualification of the Consultant or termination of its Contract.
	1.9 Consultant must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Consultant, including but not limited to appointment of any officer such as a receiver in relation to the Consultant’s personal or business matters or an arrangement with creditors, or of any other similar proceedings.
	1.10 Consultant’s must disclose if they have been convictedof orare the subject of any proceedings relating to: a)acriminal offenceorother seriousoffenceinvolvingtheactivitiesof

	<p>a criminal organization, or where they have been found by any regulator or professional body to have committed professional misconduct;</p> <p>b) corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract, with UD & HD, NAGAR PARISHAD MANASA or any other donor of development funding, or any contracting authority;</p> <p>c) Failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.</p>
Anticorruption	1.11 A recommendation for award of Contract will be rejected if it is determined that the recommended Consultant has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases NAGAR PARISHAD MANASA will declare the Consultant and/or members of the consortium ineligible, either indefinitely or for a stated period of time and Consultants will be blacklisted
Only one Proposal	1.12 Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. This also prohibits the inclusion of individual experts, in more than one proposal.
2. Clarification of RFP Documents	2.1 Consultants may request clarification of any of the RFP documents up to a specified number of days before the submission date as indicated in the Bid Data Sheet. Any request for clarification must be sent in writing, including by standard electronic means, to the Client's Representative whose address is provided in the Bid Data Sheet. The Client will respond by standard electronic means within the period specified in the Bid Data Sheet, and will send written copies of the response (including an explanation of the query, without identifying the source of inquiry) to all Consultants who have formally indicated that they intend to submit a Proposal. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure set out under Clause 2.2.
Amendment in RFP Documents	2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum online on https://mptenders.gov.in
	2.3 Any addendum will be uploaded only on the https://mptenders.gov.in . No separate communication with bidders will be made in this regard. All the bidders must submit the signed copy of RFP along with all addendums along with their bids.
	2.4 To give Consultant reasonable time in which to take an addendum into account in preparing their Proposals, the Client may, at its discretion,

	extendthedeadlineforthesubmissionoftheProposals,pursuantto Clause5.32and5.33
3.Preparation of Proposals Language proposals	3.1The Proposal and all related correspondence exchanged between the Consultant and the Client shall be written in the English language. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English (if the Language is other than Hindi), in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.
CostofBidding	3.2The Consultant shall bear all costs associated with the preparation and submission of its Proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process
	3.3Alternative experts shall not be proposed, and only one curriculumvitae (CV) may be submitted for each position as specified in the Annexure D – TOR and Bid Data Sheet.
4.Full time employees	4.1 Deleted
5. Instructions for submission of Proposal	5.1These instructions should be read in conjunction with information specific to the consulting services contained in the Covering Letter, Bid Data Sheet and accompanying documents.
	5.2deleted
Documents comprising the Proposal	The Technical as well as financial proposal along with bid security is to be submitted ONLINE only at https://mptenders.gov.in . No Hard copy submission shall be entertained. Bidder sending Financial Proposal in Hard copy will be disqualified.
	5.3TheoriginalFinancialProposalsforallqualifyingTechnicalProposals willbeopenedinpublicatadateandtimespecifiedintheBidData Sheet.

<p>Technical Proposal (see Annexure B)</p>	<p>5.4 The Technical Proposal shall contain the following:</p> <p>Section 1: Covering Letter, (Form Tech 1);</p> <p>Section 2: Experience/ Capacity of Firm to undertake tasks including Eligibility Fulfillment with documentary evidence, Goods & Service Tax and Income Tax Registration, Certificate of Financial Capability (in Form Tech 5),</p> <p>Section 3: Project detail sheets outlining previous experience of the firm in similar projects for each type of category mentioned in Bid Data Sheet completed during the last Ten years (in prescribed format) (Form Tech 2);</p> <p>Section 4: Technical Response including general approach, methodology, work plan, personnel schedule, and qualification to TOR, including charts and diagrams;</p> <p>Section 5: CVs of personnel to work on this project (in the CV please include name of staff, nationality of staff, profession/designation of staff, proposed position in the team, whether employee of the firm, number of years with the firm, key qualifications, education, experience and languages known), (Form Tech 3);</p> <p>Section 6: List of proposed expert team and summary of CV (Form Tech 4);</p> <p>Section 7: Matters not appropriate in any other section. This includes:</p> <ul style="list-style-type: none"> • written confirmation authorizing the signatory of the Proposal to commit the Consultant; • Letter of Authorization, disclosures, if any; and • Declaration of conflict of interest, if any. • Original Copy of the RFP along with all the addendums/ corrigendum duly signed by Authorized Signatory as token of acceptance of all the Conditions under the RFP. <p>Section 7 should not include any promotional material, brochures, etc. An authorized representative of the Consultant shall initial all pages of the Technical Proposal</p>
	<p>5.5 No mention of your commercial responses should be made anywhere in the Technical Proposal, unless specified in the Bid Data Sheet; non-confirmation will result in automatic disqualification of the Consultant's Proposal.</p>
<p>Financial Proposal (see Annexure C)</p>	<p>5.6 The Financial Proposal to be submitted ONLINE only</p>
	<p>5.7 Deleted</p>

	5.8 Deleted
Submission instructions	5.9 Consultants are expected to carefully review the contract provisions attached in the RFP for preparation of their Technical and Financial Proposals.
	5.10 The Consultant shall submit Technical Proposal using the appropriate submission sheets provided in Annexure B: Technical Proposal Submission Forms . These forms must be completed without any alteration to their format, and no substitutes will be accepted. All fields shall be completed with the information requested.
	5.11 Deleted
Taxes	5.12 The Consultant may be subject to taxes (such as: fringe benefit tax, value added or sales tax, duties, etc) on amounts payable by the Client under the Contract. If the Consultant is subject to payment of any national or local taxes such amounts of taxes shall be excluded from the Financial Proposal as they will not be evaluated. The Consultant will be paid Goods & Service Tax (GST) as applicable time to time over and above fees quoted.
Proposal prices	5.13 All prices should be valid for the durations specified in the Bid Data Sheet.
	5.14 All prices quoted should be inclusive of the price structure if specified in the Bid Data Sheet.
	5.15 Prices (Fees as Percentage of the Project Cost) quoted by the Consultant shall be fixed during the Consultant's performance of the Contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet or Standard Contract Document.
Currency of the Proposal	5.16 Proposal prices shall be quoted as Percentage of the Project Cost and shall be paid by Client in Indian Rupees as specified in Bid Data Sheet
Proposal validity	5.17 Proposals shall remain valid for the period specified in the Bid Data Sheet commencing with the deadline for submission of Technical and Financial Proposals as prescribed by the Client.
	5.18 A Proposal valid for a shorter period shall be considered non-responsive and will be rejected by the Client.
	5.19 In exceptional circumstances, prior to the expiration of the proposal validity period, the Client may request Consultant to extend the period

	of validity of their Proposals. The request and the responses shall be made in writing. A Consultant may refuse the request. A Consultant granting the request shall not be required or permitted to modify its Proposal.
	5.20 During the Proposal validity period, Consultant shall maintain the availability of experts nominated in the Proposal. The Client will make its best effort to complete negotiations within this period.
Format and Signing of Proposals	5.21 These instructions should be read in conjunction with information specific to the assignment contained in the Letter of Invitation, Bid Data Sheet, Annexure D – Terms of Reference, Annexure E – Standard Contract Documents and other accompanying documents.
	5.22 Deleted
	5.23 Deleted
	5.24 Deleted
	5.25 Deleted
	5.26 The Technical shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Consultant. This authorization shall consist of a written confirmation and shall be attached to the Technical Proposal. The name and position of each person signing the authorization must be typed or printed below the signature. All pages of the Proposal, except for not amended printed literature, shall be signed or initialed by the person signing the Proposal.
	5.27 Any inter lineation, erasures, or overwriting shall be valid only if signed or initialed by the person signing the Proposal.
	5.28 Deleted
Sealing and marking of Proposals	5.29 Deleted
	5.30 Deleted
Deadline for submission of Proposals	5.31 Proposals must be submitted on or before the time specified in the Bid Data Sheet.
	5.32 The Client may, at its discretion, extend the deadline for the submission of Technical and Financial Proposals by amending the RFP in accordance with Clause 2.2 , in which case all rights and obligations of the Client and Consultant subject to the previous deadline shall thereafter be subject to the deadline as extended.

	5.33 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultant to influence the Client in the examination, evaluation and ranking of Proposals, and recommendation for award of Contract, may result in the rejection of the Proposal.
Late Proposals	5.34 Deleted
Withdrawal Proposals	5.35A Consultant may withdraw its Proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by an authorized representative, and including a copy of the authorization document. The Withdrawal Notice must be: <ul style="list-style-type: none"> a) submitted in accordance with Clause 5.30 and the respective envelopes shall be clearly marked 'WITHDRAWAL'; and b) Received by the Client prior to the deadline prescribed by the Client for submission of Proposals.
	5.36 Proposals that are withdrawn in accordance with Clause 5.36 will not be opened for Technical Evaluation.
	5.37 No Proposal shall be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified in the Bid Data Sheet or any extension thereof, except in the case of a request by the Client to extend the Proposal validity.
6. Opening Proposals	6.1 The Client will open Technical Proposals in the presence of Consultant' representatives who choose to attend, at the address, date and time specified in the Bid Data Sheet.
Opening of Technical Proposals	6.2 First, envelopes marked 'WITHDRAWAL' will be opened, read out, and recorded, and the envelope containing the corresponding Technical and Financial Proposals will not be opened, and will be returned unopened to the Consultant. No Proposal shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorization to request withdrawal and is read out and recorded at the opening of Technical Proposals
	6.3 All remaining envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: <ul style="list-style-type: none"> I. The name of the Consultant; and II. Any other details as the Client may consider appropriate.
	6.4 Only Technical Proposals read out and recorded at Proposal opening shall be considered for evaluation. No Proposal shall be rejected at the opening of Technical Proposals except for late Proposals, in accordance

	with Clause 5.35 .
	6.5 The Client shall prepare a record of the opening of Technical Proposals that shall include the name of Consultant and indicate whether there is a withdrawal. The Consultant's representatives who are present will be requested to sign the record. The omission of a Consultant's signature on the record shall not invalidate the contents or effect of the record. A copy of the record will be distributed to all Consultants in writing or through standard electronic means.
	6.6 Technical Proposals which are rewarded the minimum qualifying marks according to the evaluation criteria provided in Clause 7.7 and 7.8 below shall qualify for opening of Financial Proposals.
Opening of Financial Proposals	6.7 The Financial Proposals of all non-qualifying Consultant will Not be Opened
	6.8 Under QCBS, all Consultants with qualifying Technical Proposals shall be informed in writing, or through standard electronic means, of the date and place for public opening of their Financial Proposals. Consultant's attendance at the opening of Financial Proposals is optional.
	6.9 At the public opening of Financial Proposals, the Financial Proposals of all qualifying Technical Proposals shall be opened one at a time by the Client and the following read out and recorded: <ul style="list-style-type: none"> i. the name of the Consultant; ii. Fees Quoted; and iii. Any other detail the Client may consider appropriate.
	6.10 Only Financial Proposals read out and recorded at the opening of Financial Proposals shall be considered for evaluation. No Proposal shall be rejected at the Financial Proposal opening.
	6.11 The Client will prepare a record of the opening of Financial Proposals. The Consultant's representatives who are present will be requested to sign the record. The omission of a Consultant's signature on the record shall not invalidate the contents or effect of the record. A copy of the record shall be distributed to all Consultants in writing or through standard electronic means.
	6.12 All Financial Proposals shall be scrutinized for any non-conformity, and modifications, if any, shall be made in accordance with Clause 7.5 .
7. Evaluation of Proposals	7.1 Information relating to the examination, evaluation, comparison, and post qualification of Proposals, and recommendation of Contract award, shall not be disclosed to Consultant or any other persons not officially concerned with such processes until information on Contract

	award is communicated to all Consultant.
Undue influence	7.2 Any attempt by a Consultant to influence the Client in the examination, evaluation, comparison, and post-qualification of the Proposals or Contract award decisions may result in the rejection of its Proposal.
Clarification of Proposals	7.3 To assist in the examination, evaluation, comparison and post-qualification of Proposals, the Client may, at its discretion, ask any Consultant for a clarification of its Proposal. Any clarifications submitted by a Consultant that is not in response to a request by the Client shall not be considered. The Client's request for clarification, and the response, shall be in writing. No change in the prices or substance of the Proposal shall be sought, offered, or permitted, after the opening of Financial Proposals, except to confirm the correction of arithmetic errors discovered by the Client in the evaluation of the Proposals, in accordance with Clause 7.5 , if required.
Non-conformities, Errors and omissions	7.4 The Client may waive any non-conformity or omission in a technically qualifying Proposal that does not constitute a material deviation.
	7.5 The Client will correct arithmetic errors during evaluation of Financial Proposals on the following basis: <ul style="list-style-type: none"> a. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit prices shall prevail and the total prices shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be b. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
	7.6 If the winning Consultant does not accept the correction of errors, its Proposal shall be disqualified
Evaluation of Technical Proposals	7.7 The evaluation committee shall evaluate the Technical Proposal on the basis of pre-set criteria as outlined in the Bid Data Sheet.
Qualification of Technical Proposals	7.8 After the technical evaluation is completed, under QCBS the Client shall notify, in writing, Consultant whose Technical Proposals receive a mark of 60% or higher, indicating the date, time, and location for opening of

	Financial Proposals.
Evaluation of Financial Proposals	<p>7.9 Quality and Cost Based Selection (QCBS) method is used:</p> <p>a. To allow comparison on a common basis, each Financial Proposal will be carefully scrutinized and an Estimated Total Fees (ETF) will be determined.</p> <p>The Financial Proposal with the lowest ETF will receive the maximum score of 100 marks. The score for each other Financial Proposal will be inversely proportional to its ETF and will be computed as follows:</p> <p>$S_f = 100 \times F_m / F$ where:</p> <p>S_f is the financial score of the Financial Proposal being evaluated, F_m is the ETF of the lowest priced Financial Proposal, F is the ETF of the Financial Proposal under consideration.</p> <p>b. Following completion of the evaluation of Technical and Financial Proposals, the final ranking of the Proposals will be determined. This will be done by applying a weight of 0.70 (70%) and 0.30 (30%) respectively to the technical and financial score of each evaluated qualifying Technical and Financial Proposal and then computing the relevant combined total score for each Consultant.</p>
	7.10 The highest ranked Consultant based on the cumulative technical and financial evaluation ranking will be invited for negotiations.
	7.11 Financial Proposals are expected to be within the budget, if specified in the Bid Data Sheet.
Client's right to accept any Proposal, and to reject any or all Proposals	7.12 The Client reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to the Consultant.
8. Award of Contract	8.1 Prior to the expiration of the Proposal validity period, the Client shall notify the successful Consultant(s), in writing, that its Proposal has been accepted. At the same time, the Client shall notify all other Consultant of the results of the bidding.
Notification	8.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
Negotiations	8.3 The successful Consultant will be informed in writing of the date, place and time for negotiations/clarifications, if any. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
	8.4 The successful Consultant will confirm in writing its participation in

	negotiations and ability to adhere to its Technical and Financial Proposals within five (5) days of receiving the notice in accordance with Clause 8.3.
	8.5 Negotiation will include both technical and financial negotiation, depending on the needs of the Client.
Availability of personnel	8.6 The Consultant shall confirm the availability of all personnel as indicated in its Proposal as and when required.
	8.7 The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable, or for reasons such as death or medical incapacity. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and must be submitted to the Client within the period of time specified in the Letter of Invitation to negotiate.
	8.8 Failure to meet either of these requirements may result in disqualification.
Signing Contract	8.9 Promptly after notification, the Client shall send to the successful Consultant the Contract and the Special Conditions of Contract (draft attached in this RFP)
	8.10 Pursuant to negotiations, the successful Consultant shall sign, date, and return the Contract, along with necessary supporting documents, to the Client.
	8.11 All formalities of negotiation and signing of contract will be completed within Fifteen (15) days of notification of award.
Start date	8.12 The Consultant is expected to commence the Services on the date and at the location specified in the Bid Data Sheet.

Annexure B: Technical Proposal Submission Forms

Tech 1: Covering Letter

[Location,Date]

To:[NameandaddressofClient]

Subject:-**TechnicalProposalfor[Inserttitleofassignment]**

DearSir/Madam

We,theundersigned,offertoprovidetheConsultingServicesfor[Inserttitleofassignment]in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are herebysubmittingourProposal,whichincludestheTechnicalProposalandaFinancialProposal sealed under a separate envelope.

We hereby declare that we have read the Instructions to Consultant included in the RFP, and abide by the same, and specifically to conditions mentioned **[In case of any declaration, reference to concerned document attached must be made].**

We hereby declare that allthe information and statements made in this Proposal are true and accept that any misleading information contained in it may lead to ourdisqualification.

Weconfirmthatallopennelnamedinthetenderwillbeavailabletoundertaketheservices.

We undertake, if our Proposal is accepted, to initiate the Consulting Services related to the assignment not later than the date indicated in the Bid Data Sheet.

WeunderstandyouarenotboundtoacceptanyProposalyoureceive.

Yoursfaithfully,

AuthorizedSignature **[Infullandinitials]:**

NameandTitleofSignatory:

Name of Firm:

Address:

ContactNo:

E mail id:

DetailsofBidder

SN	Particular	Details
1	NameoftheBidder’sFirm	
2	RegistrationNo. (Pleaseattachdocumentaryevidence)	
3	DateofIncorporation/Registration	
4	RegisteredAddress Phone- Email	
5	GSTregistrationNo. (Pleaseattachdocumentaryevidence)	
6	IncomeTaxregistrationNo. (Pleaseattachdocumentaryevidence)	
7	DetailsofotherBranches(ifAny)	
8	NameofAuthorizedSignatory Capacity– Address– Phone – Email – (Please attach documentary evidence – authorizationletteron Company’sLetterhead and Identity Proof of Authorized Signatory)	

Tech2: ProjectDetailSheet

Category:[insertsimilarassignmentcategoryasspecifiedunderEligibilityandevaluation criteria mentioned in Bid Data Sheet]	
AssignmentName:	Valueofthecontract(incurrentINR):
Country: NameofCity/Cities:	Durationofassignment(months):
NameofClient:	TotalNoofstaff-monthsoftheassignment:
Address:	
Startdate(month/year): Completiondate(month/year):	
NarrativedescriptionofProject:	
Descriptionofactualservicesprovided byyour staffintheassignment:	

Tech3:CurriculumVitae(CV)forProposedExperts

1	ProposedPosition	
2	Nameof Personnel	
3	Nameofthe firm	
4	Dateof Birth	
5	Nationality	
6	Educational Qualifications (Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment)	
7	Employment Record (Starting with present position, list in reverse order every employment held.)	
8	MembershipofProfessionalAssociations:	
9	CountriesofWork Experience	
10	Languages(Foreachlanguageindicateproficiency:good, fair, or poor in speaking, reading, and writing)	
11	Tasks assigned [List all tasks to be performed under this assignment]	
12	List of projects on which the Personnel has worked (Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned in 11) Nameofassignmentorproject: Year: Location: Client: Mainprojectfeatures: Positions held: Activitiesperformed:	
<p>Certification:</p> <p>I,theundersigned,certifythatthisCVcorrectlydescribesmyself,myqualificationsandmyexperience.</p> <p>Place: _____</p> <p>[SignatureofstaffmemberorauthorizedsignatoryoftheConsultant] Full name of authorized signatory:</p> <p>Date: _____</p>		

Tech4:ExpertTeamandSummaryCurriculumVitae

SrNo	NameofProposed Expert	Nameofthe Consultant	Qualification	No.ofyearsof relevant Project experience	No. of similar Project experience
1					
2					
3					
4					

Tech5:FinancialCapabilityofConsultant

Name of Consultant	Annual Turnover (from consultancy business)				
	2023-24	2024-25	2025-26	Total	Average

Certificate from the Chartered Accountant

This is to certify that _____ has received the payments shown above against the respective years on account of professional fees.

Name of the Firm:

Seal of the firm Date:

Signature: Name

e :

Designation:

AnnexureC:FinancialProposalSubmissionForms

Fin1:ConfirmationofacceptanceofConditionsofContract

[Location,Date]

To:*[NameandaddressofClient]*

Subject:-**FinancialProposalfor***[Inserttitleofassignment]*

DearSir

We,theundersigned,offertoprovidetheConsultingServicesfor***[Inserttitleofassignment]*** inaccordancewith your RequestforProposaldated ***[insertdate]***.Weareherebysubmitting our Financial Proposal,

We confirmthatwe accept theConditionsof Contractprovidedin the RequestforProposal.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal (180 Daysfrom Proposal Due Date PDD) i.e., ***[insert date]***.

WeunderstandyouarenotboundtoacceptanyProposalyoureceive.

Yoursfaithfully,

AuthorizedSignature ***[Infullandinitials]:***

NameandTitleofSignatory:

Name of Firm:

Address:

ContactNo:

E mail id:

Fin2:FinancialProposalQuote

Project Title: “Consultancy Services for Preparation of Detailed Project Report, Bid Process Management and Periodic Supervision Square Development Projects/ Infrastructure Works /Beautification Projects and other allied Civil & Electrical Works at Manasa”

S.N	ConsultancyServices	FinancialQuoteperproject*	
		inFigures	inWords
1	Consultancy Services for Preparation of Detailed Project Report, Bid Process Management and Periodic Supervision Square Development Projects/ Infrastructure Works /Beautification Projects and other allied Civil & Electrical Works at Manasa		0
		_____ % **ofProjectCost	_____ PercentoftheProject Cost **

Submitted Online Only

AuthorizedSignature **[Infullandinitials]:**

NameandTitleofSignatory:

NameofFirm:

Address:

ContactNo:

Emailid:

Note:

***PleaseindicateAmountinFiguresandWords–excludingGoods&ServiceTax**

**** Goods & Service Tax shall not be included in the Quote, which will be paid additionally over and above the quoted fees at the applicable prevailing rates**

*****Abovequotedrateshall bevalidforeachoftheprojectassignedtoconsultingfirmseparately.**

Projectcostheremeanst h e costofconstructionanddevelopmentincludingapplicableGST, Supervision Charges,

O&M Charges and contingencies.

Annexure D: Terms of Reference

1. Brief Scope of Work

NAGAR PARISHAD MANASA has identified different projects under Consultancy Services for Preparation of Detailed Project Report, Bid Process Management and Periodic Supervision Square Development Projects/ Infrastructure Works /Beautification Projects and other allied Civil & Electrical Works at Manasa and wishes to deploy a consultant for providing Comprehensive Consultancy Services involving Detailed Planning and Designing, Preparation of Estimates, Bid Process Management and Periodic Supervision during Construction Phase.

2. Detailed Scope of Work

A) STAGE 1: Preparation of PPR/DPR with Drawings, Designs and Estimates for

Various Works

1. Preparation of preliminary Drawings consisting of master plan, Block layout plans, Layout plan of site area, architectural elevation, views etc.
2. Preparation of Final Drawings and Applications for the purpose of submitting them to the statutory Authorities for obtaining their approvals /sanctions for taking up the construction work.
3. Preparation of Structural Designs, Design Drawings and Detailed Working Drawings including Reinforcement Details, Bar Bending Schedules, Material Specification etc
4. Preparation of Layout Plans and Working Drawings for Water Supply, Sanitary and Drainage Works firefighting system if required.
5. Preparation of Miscellaneous Drawings such as Color Scheme, Boundary Walls, Gates, Roads, Architectural Elevations, Landscape, etc.
6. Preparation of Detailed Cost Estimates (DPR) based on approved Schedule of Rates.

B) STAGE 2: BID PROCESS MANAGEMENT

1. The Consultant will prepare Tender Documents for selection of Developer/Contractor including NIT, Instructions to Bidder, forms and formats for submission of Bids, Draft Contract/Concession Agreement with General and Special Conditions of Contract/Concession, Tender Drawings, Technical Specifications, Bill of Quantities based on Item Rate or Percentage Rate Tender.
2. Consultant will be responsible to assist the ULB in carrying out Procurement Process for Selection of Developer/Contractor, including assistance in Pre-bid Meetings, Bid Evaluation, Negotiations, award of Contract/Concession and Signing of Contract/Concession Agreement.

C) STAGE3:PERIODICSUPERVISION

1. Consultant shall supply additional drawings if required during Construction and Development period and proof-check drawings and designs prepared by Developer/Contractor
2. Consultant shall assist NAGAR PARISHAD MANASA in approval of materials, makes and tests during Construction and Development period
3. Consultant shall carry out Periodic Supervision of the Works under Implementation and advise NAGAR PARISHAD MANASA on Progress of implementation, Project Management and Quality Control.

3. Outputs and Deliverables

S. No.	Component	Days from the date of availability of completed data and surveys
1	Draft Detailed Project Report with Drawings, Designs and Estimates	30 Days
2	Final Detailed Project Report with Drawings, Designs and Estimates	60 days
3	Bid Documents with Draft Agreement, required Drawings Designs, Bill of Quantities, Technical Specification and Schedules	90 days

4. Experts and Inputs

Experts Title	Qualifications & Skills	Task Assigned
Team Leader 1 No.	Graduate/Post Graduate in Civil/Master /M.tech Urban Planning/ Energy Management/Sustainability	Overall In-charge, Liaisoning with client, contractor and
	minimum experience of 12 years for civil works out of which 7 years with same capacity Experience of working in Government of MP will be of advantage	relevant consultant and attending progress review meetings
Architect 1 No.	Graduate in Architecture/ Green Building Certified Professional with minimum experience of 10 years for Building Projects. Experience of working in MP will be of advantage	Understanding the Project Requirement, Preparation of Conceptual and Detailed Building Design and Drawings Preparation of Tender Documents, and Drawings related to it. Preparation of Good For Construction Drawings

<p>Senior Engineer 2No.</p>	<p>Graduate in Civil Engineering with minimum experience of 10 years for civil works out of 5 years with same capacity</p>	<p>Preparation of Detailed Estimates, BoQ, Assist Team Leader, day to day supervision and maintaining steel, cement and all other materials register, and record all measurements, processing data.</p>
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	<p>planning projects.</p>	
<p>Field Engineer (Civil) As Required. CVs not to be submitted and evaluated at this stage</p>	<p>Diploma in Civil Engineering with minimum experience of 5 years in building construction supervision and quality control</p>	<p>Site Supervision, Assistance to Senior & maintaining all site records</p>

Apart from the team listed above, Consultant will be required to provide the support staff as per need of project. The cost of all these personnel's and junior staff shall be assumed to be included in financial quote. CVs not to be submitted at this stage.

5. PAYMENT TO CONSULTANT

The consultant shall quote his fees as the percentage of the Project cost, which shall include all expenses except GST which will be paid over and above the fees quoted by the consultant as per the rates prescribed by Government.

The Consultant shall render the service in the form of following deliverables and the fee payable to Consultant shall be in proportion to the total fee for each Part as under:-

- | | |
|--|-------|
| A. Submission of Conceptual Drawing | - 10% |
| B. Submission of PPR/Draft DPR(s) | -10% |
| C. Submission of Final DPR(s) | -25% |
| D. On approval of DPR by competent authority | -05% |
| E. Submission of Tender Documents | -10% |
| F. Selection of Developer/Contractor for the Project | -15% |
| G. During Construction stage on pro-rata basis | -20% |
| H. On submission of completion report and drawing | -05% |

Note -1 : - Total Cost in all the above stage shall be mean the cost of construction and development including applicable GST, Supervision Charges&contingencies.

Note 2- Consultant will be paid fully and only up to the stage completed. For e.g. if consultant has submitted the Draft DPR to Nagar Parishad Manasa ,and the competent authority/ state government decides not to move further with the project, than in such cases, consultant will be paid up to Stage A (i.e. 10% of his fees as per the Project Cost in Draft DPR) and the contract will be terminated.

Note 3: During the execution of the project the payment for Consultancy Services shall be made on prorate basis as per the work progress. However, the consultant will be paid minimum 25% of the per month fees which will be Total fees for the project divided by the stipulated time period.

In case of delay or extension of the construction work beyond stipulated time period of the construction work, not attributed to the consultant, the Consultant will be paid the fees based on percentage on prorate basis as per the work process and additional monthly installments which will be

<p>Additional Monthly Installment Payable to Consultant after stipulated time apart from the prorate fees</p>	<p>=25% x</p>	<p>as under</p> $\frac{\text{Total fees for the Project}}{\text{Original Stipulated time in months}}$
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Basis of Payment

The Total Project cost on which the consultant fee will be disbursed will be computed all following basis-

- Stage A - Total Cost of PPR/ Draft DPR Submitted to Nagar Parishad Manasa .
- Stage B - Total Cost of Final DPR.
- Stage C - Total Cost of Final DPR approved by competent authority.
- Stage D & E - Tendered cost of the project.
- Stage F & G - On actual cost of Construction and Development.

Note:- Total Cost in all the above stages shall be mean the cost of construction and development including applicable GST, Supervision Charges and contingencies.

6. ROLE AND FACILITATION TO BE PROVIDED BY NAGAR PARISHAD MANASA:

- a) Appointment of a Project Engineer to co-ordinate with the Consultant for matters related to the Project.
- b) Providing all information regarding the Project. This includes various sets of data, Total Station Survey of the project sites, Geo Soil Investigations and any previous studies related to the project etc.
- c) Furnishing approved Schedule of rates and local materials, prevailing market rates and documents pertaining to the site.
- d) Taking note of the observations made by the Consultant or his Authorized representatives on their inspections/visits and ensuring the correction of deficiencies in the works pointed out by them.
- e) NAGAR PARISHAD MANASA has to supervising day today construction activities at the site and coordinating for the same.
- f) Adhering to the Consultants Invoice in a period not more than 15 Days from invoice date.

Annexure E: Standard Contract Document

SECTION 1: FORM OF CONTRACT

CONTRACT FOR: [Insert Title of Consulting Services]

CONTRACT NUMBER: [Please insert project number]

THIS CONTRACT is made

BETWEEN: [insert Client] (hereinafter referred to as 'the Client')

AND: [name of Consultant] (hereinafter referred to as 'the Consultant')

WHEREAS:

- A. The Client requires the Consultant to provide the services as defined in Section 4 ('the Services') on behalf of The CMO, NAGAR PARISHAD MANASA, M.P. ('the Client');
and
- B. The Consultant has agreed to provide the Services on the terms and conditions set out in Contract.

IT IS HEREBY AGREED as follows:

1. Documents

This Contract comprises the following documents: Section

1: Form of Contract

Section 2: General Conditions

Section 3: Special Conditions

Section 4: Terms of Reference

Section 5: Schedule of Prices

Section 6: Format for invoice

Annexes: Detailed at Special Conditions of Contract, Clause 2.

This Contract constitutes the entire agreement between the Parties in respect of the Consultant's obligations superseding all previous communications between the Parties, other than as expressly provided for in Section and/or Section 4.

2. Contract Signature

If the Original Form of Contract is not returned to the Contract Officer (as identified in Section 3) duly completed, signed and dated on behalf of the Consultant within 30 days of the date of signature on behalf of the Client, or participating ULBs will be entitled, at its (their) sole discretion, to declare this Contract void.

No payment will be made to the Consultant under this Contract until a copy of the Form of Contract, signed on behalf of the Consultant, is returned to the Contract Officer.

3. Commencement and Duration of the Services

The Consultant shall start the Services on [insert start date] ('the Start Date') and shall complete them by [insert end date] ('the End Date') unless this Contract is terminated earlier in accordance with its terms and conditions.

4. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed [insert total amount] in numbers and words inclusive of all applicable government taxes – national and state, as applicable ('the Financial Limit').

5. Time is the Essence

Time shall be of the essence as regards the fulfillment by the Consultant of its obligations under this Contract.

6. Quality is of Prime Importance

Quality of outputs by the Consultant shall be of prime importance under this Contract.

For and on behalf of Client

Name:

Date:

For and on behalf of Consultant

Name:

Address:

PhoneNo.:

Date:

Witness1

Name:

Date:

Address:

Witness2

Name:

Date:

Address:

SECTION 2: GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATION

1. Definitions

- ‘The Consultant’ means the person(s), partnership(s) or company (ies) with whom this Contract is placed.
- ‘The Consultant’s Representative’ means the person named in Section 3 who is responsible for all contractual aspects of the Contract on behalf of the Consultant.
- ‘The Consultant’s Personnel’ means any person instructed pursuant to this Contract to undertake any of the Consultant’s obligations under this Contract, including the Consultant’s employees, agents and sub-consultants.
- ‘Sub-consultant’ means any natural person, private or government entity, or a combination of the above, to whom any part of the Services is subcontracted by the Consultant.
- “Joint Venture” means a Consultant which comprises two or more Partners each of whom will be jointly and severally liable to the Client for all the Consultant’s obligations under the Contract.
- ‘The Client’s Representative’ means any entity appointed by the Client to act on the Client’s behalf with regard to procurement and/or management of this Contract.
- the ‘Equipment’ is defined as a tangible, non-expendable property having an anticipated life of two years or more with a unit acquisition cost of Rs.10,000 or greater. Equipment includes, but is not limited to, computers, other electronic items, furniture, scientific apparatus, machinery, reference material, vehicles, as may be required for the implementation of the Services, which the Consultant cannot reasonably be expected to provide, and which are financed or provided by the Client for use, by the Consultant.
- ‘The Financial Limit’ refers to the amount specified in Section 1 and is the maximum amount payable by the Client under this Contract.
- ‘The Services’ means the services set out in the Terms of Reference (Section 4).

- ‘the Software’ means the software designed and developed by the Consultant or the Consultant’s Personnel, and includes the source code and object code along with associated documentation, which is the work product of the development efforts envisaged in the Terms of Reference. It does not include commercial off-the-shelf licensed software (except for the customization components on such products).
- ‘The Project Officer’ means the person named in Section 3 who is responsible for issuing instructions and dealing with all correspondence in connection with the technical aspects of the Contract.
- ‘The Contract Officer’ means the person named in Section 3 who is responsible for all contractual aspects of the Contract, and to whom invoices should be sent.
- ‘the City Nodal Officer’ for Nagar Parishad Manasa, means the person named in Section 3 who is responsible for ensuring coordination between the city, the Consultant and Nagar Parishad Manasa, in the execution of the Services.
- ‘Contract Documents’ means the documents listed in the Contract Agreement, including any amendments thereto.
- ‘Contract Price’ means the price payable to the Consultant as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- ‘Contract’ means the Contract Agreement entered into between the Client and the Consultant, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- ‘GCC’ means General Conditions of the Contract.
- ‘SCC’ means the Special Conditions of Contract.
- ‘Change in Control’ means that the person(s) (including corporate bodies) directly or indirectly in control of the Consultant at the time this Contract is entered into cease to be in control.
- ‘Control’ means the power of a person to ensure that the affairs of the Consultant are conducted in accordance with the wishes of that person.

2. Interpretation

- 2.1** In the event of any inconsistency between the Form of Contract (Section 1), these General Conditions (Section 2) and the Special Conditions (Section 3), the Special Conditions shall prevail.
- 2.2** Except as expressly provided in Clause 3 the Consultant is not the agent of the Client and has no authority to represent and shall not purport to represent or enter into any commitments on behalf of the Client in any respect.
- 2.3** Nothing in this Contract is intended to make nor shall it make the Client the employer of the Consultant or any of the Consultant's Personnel.
- 2.4** All communications by the Consultant relating to notifications or applications for consents or instructions must be addressed to the Client Contract Officer whose name and address are given in Section.

OBLIGATIONS OF THE CONSULTANT

3. Obligations

- 3.1** The Consultant shall perform all its obligations under this Contract (including the provision of the Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts.

4. Personnel

- 4.1** All members of the Consultant's Personnel shall be appropriately qualified, experienced and in a suitable physical condition so as to ensure that the Consultant complies with all the Consultant's obligations under this Contract.
- 4.2** No changes or substitutions may be made to members of the Consultant's Personnel identified as key personnel in Section 4 of this Contract without prior written consent of the Client.

4.3 If the Client considers any member of the Consultant's Personnel unsuitable, the Consultant shall substitute such member as quickly as reasonably possible without direct or indirect charge to the Client with a replacement acceptable to the Client.

4.4 The Consultant is responsible for all acts and omissions of the Consultant's Personnel and for the health, safety and security of such persons and their property.

5. Sub-Consultants

5.1 The Consultant shall not sub-contract any of its obligations under this Contract without the prior written consent of the Client.

5.2 If, having obtained the Client's consent, the Consultant sub-contracts any of its obligations, the sub contract shall:

- Provide that payments due to the sub-consultant shall be made within 15 days from receipt of funds from the Client; and
- Include rights for the Consultant and obligations for the sub-consultant to ensure that the Client's rights to require replacement of personnel (as set out in Clause 4.3) and the Client's rights and the Consultant's obligations as set out in Clauses 6 to 11 (inclusive) can be enforced against the sub-consultant.

6. Disclosure of Information

6.1 The Consultant and the Consultant's Personnel shall not, without the prior written consent of the Client, disclose to any third party any confidential information obtained during or arising from this Contract (other than in the proper performance of this Contract or as may be required by authority of competent jurisdiction). In addition, no publicity is to be given to this Contract without the prior written consent of the Client.

7. Intellectual Property Rights

- 7.1** Subject to Clause 7.1, all intellectual property rights in material (including but not limited to reports, data, designs whether or not electronically stored, but not including the Software) specially developed by the Consultant or the Consultant's Personnel for the Client or pursuant to the performance of the Services commissioned by the Client, shall be the property of CMO Nagar Parishad Manasa.
- 7.2** The Consultant hereby grants to the Client a world-wide, non-exclusive, irrevocable license to use all Software, including source and object code format.
- 7.3** The Consultant undertakes that commercial off-the-shelf licensed software that is not covered by Clause 7.1 will be procured in the name of the Client or in such a manner that it does not interfere with the enjoyment of rights under Clauses 7.1 and 7.1.
- 7.4** To the extent that it does not interfere with rights granted under Clause 7.1, ownership of intellectual property in Software created by the Consultant or the Consultant's Personnel pursuant to the performance of Services commissioned by the Client shall remain with the Consultant.
- 7.5** For the purpose of Clause 7.1, 'use' shall mean and include reproduction, making of derivatives, adaptations, publications and sub-licensing of all the Software and the intellectual property rights therein, but excludes commercial sub-licensing of the Software or its derivatives and adaptations.

8. Confidentiality

- 8.1** Neither of the Parties shall, without the consent of the other, divulge or suffer or permit its officers, employees, or agents to divulge to any person (other than to any of its or their respective officers or employees who require the same to enable them to properly carry out their duties) any information concerning the operations, contracts, commercial or financial arrangements or affairs of the other Party. Both Parties agree that confidentiality obligations do not apply to:

- Information that is already known to third parties without breach of this Contract; and
- Information that is required to be disclosed by an order of a court of competent jurisdiction or an appropriately empowered public authority, or as a result of an obligation arising under the Right to Information Act or other public disclosure law.

9. Access and Audit

- 9.1** The Consultant shall keep accurate and systematic accounts, files and records ('the Records'). The Records shall clearly identify, among other things, the basis upon which invoices have been calculated and the Consultant shall keep the Records throughout the duration of this Contract and for seven years following its termination.
- 9.2** The Consultant shall upon request provide the Client or its representative's or audit official's unrestricted access to the Records in order that the Records may be inspected and copied. The Consultant shall co-operate fully in providing to the Client or its representative's answers to such enquiries as may be made about the Records.
- 9.3** Where it is found by the Client that any overpayment has been made to the Consultant, the Consultant shall reimburse the Client such amount within 28 days of the date of the Client's written demand.

10. Corruption, Commission and Discounts

- 10.1** The Consultant warrants and represents to the Client that neither the Consultant nor any of the Consultant's Personnel:
- Has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any contract or for showing or forbearing to show favor or disfavor to any person or entity in relation to any contract; or

- Has entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Consultant or Consultant's Personnel or on their behalf or to their knowledge unless, before such contract was made, particulars of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to the Client, whose written consent was subsequently given to such payment.

- 10.2** Neither the Consultant nor any of the Consultant's Personnel shall accept for or on their own behalf any trade commission, discount or similar payment or benefit in connection with this Contract.

11. Conflict of Interest

- 11.1** Neither the Consultant nor any of the Consultant's Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Contract.

- 11.2** The Consultant and the Consultant's Personnel shall notify the Client immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.

12. Indemnity

- 12.1** Except where arising from the negligence of the Client or Client's employees, the Consultant shall indemnify the Client in respect of any costs or damages howsoever arising out of or related to breach of warranty or representation, contractor statutory duty, or tortious acts or omissions by the Consultant or

the Consultant's Personnel or any claims made against the Client by third parties in respect thereof.

13. Price and Payment

13.1 Applicable Provisions and Financial Limit Unless different provisions are substituted in Section 3, Clauses 1 to 9 inclusive shall apply in relation to price and payment.

13.2 The components which comprise the Financial Limit are set out in the Schedule of Prices, Section

13.3 No expenditure may be incurred in excess of the Financial Limit and no variations between components shown in the schedule of prices in Section 5 are permitted without the prior written authority of the Client Contract Officer.

14. Fees

14.1 Any fees payable are deemed to cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, taxes, insurances, superannuation non-working days and all other costs including, but not limited to, clothing, passports, visas and vaccinations, overheads and expenses of whatsoever nature that may be incurred except those otherwise specifically provided for in this Contract.

15. Invoicing Instructions

15.1 Invoices should be submitted against agreed milestones or as specified at Section Five, Schedule of Payments in duplicate and in accordance with the remainder of Clause 16.

15.2 The Client shall unless otherwise expressly provided in Section 3 make payments due by direct credit through the India Bank Clearing Systems. All invoices must contain details of the India bank account to which payments are to be made.

15.3 Invoices should include a form of letterhead, the Contract reference number and bear an original signature. They should be numbered sequentially and

dated, and marked 'For the attention of the Contract Officer' named in Section 3. The final invoice presented in connection with this Contract should be endorsed 'Final Invoice'.

- 15.4** Unless this Contract is on a milestone payment basis, all invoices should contain details of expenditure in accordance with Section 5 of this Contract.
- 15.5** The Client may request proof of payment in respect of any item and shall be entitled to refuse to meet a claim if this cannot be provided.
- 15.6** Any invoice not presented in accordance with the above may be rejected and in any event shall be liable to query and delay in payment. The Client reserves the right not to pay any amount due in respect of an invoice received by the Client more than 90 days after the day of the Consultant becoming entitled to invoice for the payment to which it relates.

16. Payments

- 16.1** Subject to the Client being satisfied that the Consultant is or has been carrying out their duties, obligations and responsibilities under this Contract, sums duly approved shall be paid within 30 days of receipt of a valid invoice.
- 16.2** If for any reason the Client is dissatisfied with performance of this Contractor there has been an unreasonable delay without client's approval an appropriate sum may be withheld from any payment otherwise due. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.
- 16.3** Should the Client determine after paying for a particular Service that the Service has not been completed satisfactorily, the Client may recover, or withhold from further payments, an amount not exceeding that previously charged for that Service until the unsatisfactory Service is remedied to its satisfaction.

17. Taxes and Duties

- 17.1** The Consultant shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed within/outside India.
- 17.2** If any tax exemptions, reductions, allowances or privileges are available to the Consultant in India, the Client shall use its best efforts to enable the Consultant to benefit from any such tax savings to the maximum allowable extent.

FORCE MAJEURE AND TERMINATION

18. Force Majeure

- 18.1** Where the performance by the Consultant of its obligations under this Contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the Consultant and against which an experienced consultant could not reasonably have been expected to take precautions, the Consultant shall promptly notify the Client in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this Contract.
- 18.2** From the date of receipt of notice given in accordance with Clause 19.1, the Client may, at its sole discretion, either suspend this Contract for up to a period of 6 months ('the Suspension Period') or terminate this Contract forthwith.
- 18.3** If by the end of the Suspension Period the Parties have not agreed a further period of suspension or re-instatement of the Contract, this Contract shall terminate automatically.

19. Suspension or Termination without Default of the Consultant

- 19.1** The Client may, at its sole discretion, suspend or terminate this Contract at any time by so notifying the Consultant and giving the reason(s) for such suspension or termination.
- 19.2** Where this Contract has been suspended or terminated pursuant to Clause 20.1, the Consultant shall:

- Take such steps as are necessary to terminate the provision of the Services, (including suspending or terminating any Sub-Contracts) in a cost-effective, timely and orderly manner; and
- Provide to the Client, not more than 60 days after the Client notifies the Consultant of the suspension or termination of this Contract an account in writing, stating:
 - Any costs due before the date of suspension or termination;
 - Any costs incurred by the Consultant after the date of suspension or termination, which the Consultant necessarily incurred in the proper performance of this Contract and which it cannot reasonably be expected to avoid or recover.

19.3 Subject to the Client's approval, the Client shall pay such amount to the Consultant within 30 days of receipt from the Consultant of an Invoice in respect of the amount due.

20. Suspension or Termination with Default of the Consultant

- 20.1** The Client may notify the Consultant of the suspension or termination of this Contract where the Services or any part of them are not provided to the satisfaction of the Client, giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the Consultant to remedy that dissatisfaction and the time within which it must be completed.
- 20.2** Where this Contract is suspended under Clause 21.1 and the Consultant subsequently fails to remedy the dissatisfaction, the Client may terminate this Contract forthwith.
- 20.3** The Client may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred terminate this Contract forthwith where:
- The Consultant or any member of the Consultant's Personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract; or

- The Consultant or any member of the Consultant's Personnel has committed an offence under the Prevention of Corruption Acts 1988 or the National Security Act 1980 or in breach of Clause 10 of this Contract; or
- The Consultant is an individual or a partnership and at any time:
 - Becomes bankrupt; or
 - Is the subject of a receiving order or administration order; or
 - Makes any composition or arrangement with or for the benefit of the Consultant's creditors; or
 - Makes any conveyance or assignment for the benefit of the Consultant's creditors; or
- The Consultant is a company and:
 - An order is made or a resolution is passed for the winding up of the Consultant; or
 - A receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Consultant.
- The Consultant is a partnership or a company and there is a Change in Control. However, the Contract will continue if the Client states that it has 'no objection' to the continuation of the Contract after the Change in Control.

20.4 Where this Contract is terminated in accordance with this Clause, the Consultant shall without prejudice to the Client's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract.

GENERAL PROVISIONS

21. Variations

21.1 No variation/amendment in the terms or scope of this Contract shall be effective without the prior written consent of both Parties and recorded in writing in the form of a letter entitled 'Contract Amendment No'. Without such consent neither Party shall have any liability in respect of work performed outside the Services set out in Section 4.

22. Assignment

22.1 The Consultant shall not, without the prior written consent of the Client, assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the Consultant, any of its rights or obligations under this Contract or any part, share or interest therein.

23. Limit of Liability

23.1 Except where there has been misconduct, gross negligence, dishonesty or fraud on behalf of the Consultant or the Consultant's Personnel the Consultant's liability under this Contract shall be subject to the amount of the Financial Limit.

24. Retention of Rights

24.1 Clauses 6, 7, 8, 9, 13, 26 and 27 of this Section 2 and any relevant clauses listed under Section 3 shall continue in force following the termination of this Contract.

25. Law and Jurisdiction

25.1 This Contract shall be governed by the law of Republic of India.

26. Amicable Settlement

- 26.1** This Contract shall constitute the entire Agreement between the Parties, and may not be altered or amended except by the written agreement of the Parties. No duties, obligations, liabilities or warranties other than those expressly provided in this Contract and its attachments shall be applied. Both Parties to this Agreement will make every attempt to resolve in an amicable way all differences concerning the interpretation of this Contract and the execution of the work. Any dispute or disagreement which cannot be resolved by Parties and any controversy, claim or dispute otherwise arising in connection with this Contract or breach thereof shall be referred to an arbitrator to be agreed between the Parties or, failing such agreement, will be referred to the Client's City Courts.
- 26.2** The decision of the arbitrator shall be final and binding on both the Parties. The decision / judgment of the arbitrator shall be speaking.
- 26.3** The place of arbitration shall be as stated in the Special Conditions.

SECTION 3: SPECIAL CONDITIONS

[Select the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

27. Officials

27.1 The Contract Officer is: [please insert details as below]

Name:

Designation: _____

Communication Address:

Nagar Parishad Manasa,

Telephone:

E-mail:

27.2 The Project Officer is:[please insert details as below]

Name:

Designation:

Communication Address:

Nagar Parishad Manasa,

Telephone:.....

E-mail:

27.3 Deleted

27.4 The Consultant's Representative is:[please insert details as below]

Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

28. Additional Documents To Be Included In This Contract

The following documents are included in and form part of the Contract:

Annex X. Minutes of the meeting between the Client and the Consultant dated

.....

[If there are any modifications to the General Conditions of Contract, the clauses that replace GCC clauses should be inserted here. Additional clauses can also be inserted here, but care should be taken to ensure that this does not cause interpretation difficulties.]

29. Payment Schedule

The payment schedule is contained at Section 5 on Schedule of Payments [Any changes should be advised to the Consultant during negotiations.

30. Marking and Documentation

The marking and documentation within and outside the packages shall be: [insert in detail the markings on the packing and all documentation required; sample below]

Nagar Parishad Manasa, Details of Project Officer as in 1.2 of SCC Standard

International Norms for Marking

31. Arbitration

The place of arbitration shall be the Bhopal/Manas.

SECTION 4: TERMS OF REFERENCE AND CONSULTANTS PERSONNEL SCHEDULE

[Insert from Annexure D in RFP]

SECTION 5: SCHEDULE OF PRICES

[Insert from Annexure D in RFP]