



# कार्यालय परियोजना प्रबन्धक यूनिट.26

कंस्ट्रक्शन एन्ड डिज़ाइन सर्विसेज

उत्तर प्रदेश जल निगम, नगरीय

उ०प्र०सरकार का उपक्रम

(उ० प्र० सरकार का उपक्रम)

3/14, विशाल खंड, गोमती नगर, लखनऊ



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निविदा सूचना सं०- 1318/जी-10/325

दिनांक : 09.09.2025

## ई-निविदा सूचना

अध्यक्ष, उत्तर प्रदेश जल निगम, की ओर से अधोहस्ताक्षरी द्वारा Survey, Collection of Data, Preparation of Integrated Urban Storm Water Drainage Master Plan (IUSWDMP) and other allied works for Municipal Corporation Lucknow/Development Authority Area in District Lucknow, Uttar Pradesh, India हेतु दिनांक 10.09.2025 से ई-निविदाएं आमन्त्रित की जाती हैं। उक्त कार्य हेतु ई-निविदा प्रपत्र दिनांक 10.09.2025 से 23.09.2025 को 16:30 बजे के मध्य उत्तर प्रदेश सरकार की e-procurement वेबसाइट <https://etender.up.nic.in> से डाउनलोड किये जा सकते हैं तथा ई-निविदा दिनांक 24.09.2025 को 16:30 बजे सी0एण्ड डी0एस0 यूनिट-26, उ०प्र० जल निगम (नगरीय), लखनऊ में निविदा खोली जायेगी। ई-निविदा प्रपत्र का मूल्य ₹0 23,600 अतिरिक्त देय होगा।

निविदा से सम्बन्धित विस्तृत विवरण विभाग की वेबसाइट [www.cdsupjn.org](http://www.cdsupjn.org) एवं प्रोक्योमेन्ट पोर्टल <https://etender.up.nic.in> पर उपलब्ध है। समस्त शुद्धि पत्र (Corrigendum) <https://etender.up.nic.in> पर ही अपलोड किये जायेंगे, इनका पृथक से कोई प्रकाशन नहीं किया जायेगा। निविदादाताओं को सलाह दी जाती है कि वे उक्त वेबसाइट का समय-समय पर अवलोकन करते रहें।

परियोजना प्रबन्धक

पू०सं० एवं दिनांक तदैव

प्रतिलिपि:- जनसम्पर्क अधिकारी, उ०प्र० जल निगम, लखनऊ को सूचनार्थ एवं इस अनुरोध के साथ प्रेषित कि कृपया उपरोक्त ई-निविदा सूचना किन्ही दो समाचार पत्रों में प्रकाशित कराने का कष्ट करें।

परियोजना प्रबन्धक



# कार्यालय परियोजना प्रबन्धक यूनिट.26

कंस्ट्रक्शन एन्ड डिज़ाइन सर्विसेज

उत्तर प्रदेश जल निगम नगरीय

उ०प्र०सरकार का उपक्रम

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## E-Tender Notice

No. 1318/G-10/325

Dated: 09.09.2025

### NOTICE FOR INVITATION OF E-TENDER (NIT)

On behalf of Chairman, C&DS, U P Jal Nigam (Urban) invites LS rate e-tenders on a two-bid system (QCBS) from eligible bidders. Bidders are advised to carefully note the eligibility/ qualification requirements prescribed for the bid. They should submit their bids only if they consider themselves eligible and are in possession of all the requisite documents. The details of the works are in the following table: -

Sr. No.	Particulars	Details
1	Name of work & Location	Survey, Collection of Data, Preparation of Integrated Urban Storm Water Drainage Master Plan (IUSWDMP) and other allied works for Municipal Corporation Lucknow/Development Authority Area in District Lucknow, Uttar Pradesh, India
2	Earnest Money in Rs.	Rs. 10.00 Lakhs
3	Cost of Bid Document	Rs. 20000 + 18% GST extra
4	Period of Completion	4 months
5	Last date of Pre-Bid Query Submission Date & Time	15.09.2025 @ 17:00 Hrs. (Format for Pre-Bid Query submission is provided as Annexure)
6	Pre-Bid Meeting Date, Time & Place	Date & Time: 15.09.2025 @ 16:30 Hrs. Place: - <a href="https://us06web.zoom.us/j/83509968386?pwd=8W6ohFK3851n2fCLoDcN0hSPsUYZIT.1">https://us06web.zoom.us/j/83509968386?pwd=8W6ohFK3851n2fCLoDcN0hSPsUYZIT.1</a> Meeting ID: 835 0996 8386 Passcode: 858283
7	Last Date & Time of Submission of Bid as Specified in the Bid documents	23.09.2025 @ 16:30 Hrs.
8	Time, Date & Place of opening of Technical Bid	Time & Date:, 24.09.2025 16:30 Hrs. Place: Office of The Project Manager, Unit-26, C&DS, UP Jal Nigam (Urban), Lucknow

9	<b>Time, date &amp; place of Technical Presentation</b>	Will be intimated later
10	<b>Time, date &amp; place of opening of Financial Bid</b>	Will be intimated later

- 1.1 The Bid document may be downloaded from "<https://etender.up.nic.in>" w.e.f. **10.09.2025 @ 16:30 Hrs.**
- 1.2 The Bid should be valid for 120 days from the last date of submission of bids. Bid once submitted, cannot be withdrawn.
- 1.3 If the date of opening of technical bid happens to be a holiday, the bid shall be opened on the next working day at the same time **for which no separate communication shall be sent.**
- 1.4 Bidders having criminal record will not be allowed to participate in Bid process.
- 1.5 A person registered with any State Bar Council will not be eligible to participate in the Bid.
- 1.6 Bidders who inter alia fulfill the requirements as per bid document shall be eligible to apply.
- 1.8 The bid document consisting of Technical (eligibility) bid & financial bids including specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and another necessary document are available on "<https://e-tender.up.nic.in>".
- 2 The technical bid shall be opened first at the due date and time as mentioned above. The time and date of opening of financial bid of contractors, qualifying the technical bid shall be communicated to them on a later date through portal.
- 3 If the Bidder feels that technical credentials of his own or other Bidders have been wrongly evaluated/verified, he may raise **objections within 2 (two) working days** from the date of uploading of result. The opening of the financial bid will be scheduled accordingly. No requests/objections shall be entertained beyond the above limit; else it may be treated as an obstruction in tender process and shall be dealt with accordingly.
- 4 The department reserves the right to reject any prospective application or to cancel the entire bid process without assigning any reason whatsoever at any stage of tender.

#### **5 Tender Fee and Earnest Money Deposit (EMD):**

In compliance to G.O. No.01/2018/3070/78-2-018/42 I.T./2017/ (22) dated 03.01.2018, the bidder must mandatorily deposit (out of his own resources) Tender Fees (non-refundable) & Earnest Money Deposit (EMD) separately through the mechanism of RTGS/NEFT/ FDR/ Bank Guarantee as per following details: -

**Name of Account Holder:** - Director, C&DS, U.P. Jal Nigam (Urban), Unit-26, Lucknow.

<b>Details</b>	<b>For Tender Fees</b>	<b>For Earnest Money Deposit</b>
<b>Account No</b>	0314104000109215	0314104000109222
<b>Name of Bank</b>	IDBI Bank	IDBI Bank
<b>Account Type</b>	Saving	Saving
<b>Address of Branch</b>	Vishal Khand, Gomti Nagar, Lucknow	Vishal Khand, Gomti Nagar, Lucknow
<b>IFSC Code</b>	IBKL0000314	IBKL0000314

## 5.2 Earnest Money: -

- EMD shall be Rs 10 lacs.

**This is to be noted by the bidder that the EMD submitted previously “only in response to the RFP published for the same city will be considered.” The bidder has to also upload request letter with all details of RTGS/BG for considering the same.**

- EMD shall be paid through RTGS/ NEFT/ FDR/ In the form of Bank Guarantee.
- Validity of EMD will be at least 45 days beyond the validity of tender.
- This is to be noted by the bidder that original copy of FDR/ BG mandatorily be submitted till next working day (during office hours) after last date of bid submission in person or by speed post. The liability for timely submission shall lie with the Bidder, the department shall not be responsible for delay on account of any reason whatsoever. Format of BG annexed with this RFP (Annexure-1).

5.3 The bidder shall deposit tender fees and earnest money **separately** in the form mentioned above or in the account mentioned as above and quote UTR No., date, and amount of deposit in the capability statement available on portal. Further he shall upload digitally signed copies of original bank receipts clearly showing the above details and/or the FDR/Bank Guarantee. ***It is made clear that Tender Fee and Earnest Money deposited in any other form besides as mentioned above sub-para shall render the bid non-responsive.***

6 The bidder will, in addition to other documents, upload scanned and digitally signed copies of originals of proof of cost of bid document i.e., Tender Fees, Earnest Money deposit as described above, and Standard Affidavit in prescribed form.

7. All the documents as specified in the technical bid/eligibility bid document should be uploaded within the period of bid submission.

8. The department will not be liable for incomplete/inaccurate / non-submission of bid for any reason whatsoever including technical reasons.

9. It is made clear that separate submission of originals of any documents (except Bank Guarantee) other than scanning and uploading them, are not required unless called for after opening of financial bid.

10. The bid submission shall become invalid if:

- a) The bidder is found ineligible.
- b) The bidder does not upload all the documents as stipulated in the bid document.
- c) If any discrepancy is noticed between uploaded documents and originals/hard copies submitted **later**.
- d) If subsequent to due date of submission of bid and/or after its submission bidder makes any further communication/ representation with the department regarding the bid (whether technical or financial) than otherwise called for by the undersigned as a clarification.

11-A-Performance guarantee 10% of the contract cost will have to be submitted at the time of signing the contract in the form of FDR/Bank guarantee from any scheduled commercial bank.

11-B. To safeguard against contractors leaving the works after quoting very low rates below the BOQ amount, the Bidder shall have to submit additional security/performance security to be deposited by the firm shall be at following rates: -

- a) Up to 10% below the estimated cost of works – Nil
- b) Above 10% and up to 15% below the estimated cost of works @ 1% for each 1% quoted below.
- c) Beyond 15% below @ 2.00% for each 1.00% quoted below

12 Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstance which may influence or affect their bid.

13-A-bidder shall be deemed to have full knowledge of the site, whether he inspects it or not, and no extra charge consequent to any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plans, water, electricity access, faculties for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents.

13-B- Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the instructions, scope, and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.

14- Canvassing whether directly or indirectly, in connection with bids is strictly prohibited and the bids submitted by the bidders who resort to canvassing will be liable for rejection & will be debarred from future tender in C&DS, U P Jal Nigam.

15- The bidder shall not be permitted to bid for works under supervisory control of General Manager and Project Manager concerned who is responsible for execution of work, in which his near relative is posted. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in the C&DS. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of C&DS and make him liable for blacklisting.

16- No Engineer or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the STATE GOVERNMENT/State department Undertaking is allowed to work as a contractor for a period of two years after his retirement from Government service, without the prior permission of the Government of U.P. in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of U.P. as aforesaid before submission of the bid or engagement in the contractor's service. Contractor will have to repair/rebuild all public utility services if damaged during survey.

17- The Bidder must submit an affidavit on Rs. 100.00 stamp paper while bidding, stating that he/she will provide all necessary manpower (Engineer/Supervisor), Machinery & Vehicle as per detailed mentioned in Tender document, failing which their bid may be considered as non-responsive.

**18- List of Documents**(TO BE UPLOADED ONLY ON E-TENDER WEBSITE <https://etender.up.nic.in>):

#	Documents in original to be scanned and uploaded.
1	Original receipt of Bank of RTGS/NEFT/ Bank Guarantee(Copy of the Original Receipt) /FDR (Copy of the Original Receipt) for Tender Fees and Earnest Money Deposit.
2	General information in Form-I
3	Declaration on Form - I A (Earnest Money)
4	Declaration on Form - I B (Affidavit of Bid Validity)

#	Documents in original to be scanned and uploaded.
5	Standard Affidavit (Original Copy) on Form- I-C
6	Financial information in Form- II-A
7	Details of similar works executed in Form-III
9	Details of technical personnel with bidder in Form-IV
10	Format for performance report in Form-V (A&B)
11	Details of Tools and equipment with the bidder in Form-VI
12	Litigation history on Form- VII (The affidavit is to be typed on stamp paper worth Rs. 10/- duly signed and notarized with date, affixing a revenue stamp of Rs. 2/- only)
13	Letter Submitting Bid- Form-VIII
14	Affidavit on Rs 100.00 stamp paper (duly notarized with date) for Manpower (Engineer/Supervisor), Machinery and Vehicle (Form-IX)
15	Certificate of registration for GST, PAN etc.
16	Capability statement (should be carefully & accurately filled in & uploaded on portal)Form-X
17	ITR for corresponding submitted balance sheet
18	Annexure-3,4 & 5 for JV, not applicable
19	Bar Chart of work.

**Project Manager,**  
Unit-26, C&DS (Urban),  
U P Jal Nigam

**Endt. No. and Date as above:**

Copy to the following for information and necessary action:

1. District Magistrate, Lucknow
2. Director, C&DS, U P Jal Nigam (Urban), Lucknow.
3. Municipal Commissioner, Nagar Nigam, Lucknow.
4. Chief General Manager (I), C&DS, U P Jal Nigam (Urban), Lucknow.
5. General Manager (Nodal-09/03), C&DS, U P Jal Nigam (Urban), Lucknow.
6. Finance Officer, C&DS, U P Jal Nigam (Urban), Lucknow.
7. Public Relations Officer, U P Jal Nigam, Lucknow with the request to upload the NIT on the website.
8. Project Manager (Technical), C&DS, U P Jal Nigam (Urban), Lucknow.
9. Project Manager, EDP Cell, C&DS, U P Jal Nigam (Urban), Lucknow. to upload the NIT on official website-  
"www.cdsupjn.org".
10. Notice Board.

**Project Manager**

## **DISCLAIMER**

The information contained in this document ("DOCUMENT") or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the employer or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this DOCUMENT and such other terms and conditions subject to which such information is provided.

This DOCUMENT is not an agreement or an offer by the employer to the prospective Bidders or any other person. The purpose of this DOCUMENT is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this DOCUMENT. This DOCUMENT includes statements, which reflect various assumptions and assessments in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This DOCUMENT may not be appropriate for all persons, and it is not possible for the employer, its employees, or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this DOCUMENT. The assumptions, assessments, statements, and information contained in this DOCUMENT, may not be complete, accurate, adequate, or correct. Each Bidder 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 DOCUMENT and obtain independent advice from appropriate sources.

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

The employer, 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 DOCUMENT or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the DOCUMENT and any assessment, assumption, statement or information contained therein or deemed to form part of this DOCUMENT or arising in anyway in this Selection Process.

The employer also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this DOCUMENT.

The employer 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 DOCUMENT.

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

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the employer, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Employer shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

**1. SECTION 1**

**1.1. BID DATA SHEET (BDS)**

<b>A. General</b>	
<b>1.1</b>	Municipal Corporation: - Lucknow. Method of selection: Quality and Cost based Selection (QCBS) Name of Department: Construction& Design Services, UP Jal Nigam (Urban)
<b>1.2</b>	<b>Works Name:</b> Preparation of Integrated Urban Storm Water Drainage Master Plan (IUSWDMP) for Municipal Corporation as mentioned in RFP duly preparing drainage basin maps ( <b>duly considering contributing catchment areas even beyond municipal limits</b> ), carrying out all topographic surveys in the project influence area, hydraulic analysis, zoning/ catchments/ sub catchments, simulation model addressing worst scenario of rainfall intensity, mechanism at ultimate disposal point, proposing early warning system to reduce/minimise human and property loss and disturbance to traffic on arterial and sub arterial roads including preparation of hydraulic designs, drawings, estimations, conducting stakeholders meetings, obtaining data for inundation points/areas, prioritisation of projects, collection of data (DPR preparation and certain identified works where DPR is not mandatory), utility mapping and its shifting estimates etc. required for proper completion of works.
<b>B. Preparation of Proposals</b>	
<b>2.1</b>	<b>The Proposal shall comprise the following:</b> <b><u>For FULL TECHNICAL PROPOSAL (FTP):</u></b> <b>1<sup>st</sup> Inner Envelope with the Technical Proposal:</b> <b>2<sup>nd</sup> Inner Envelope with the Financial Proposal</b>
<b>C. Submission, Opening and Evaluation</b>	
<b>3.1</b>	<b>The bidders shall submit their Proposals online through E-Tender portal only</b>
<b>3.2</b>	<b>The bidders must submit:</b> (a) <b>Technical Proposal:</b> one (1) soft Copy of the original proposal (b) <b>Financial Proposal:</b> one (1) soft copy of the original proposal Opening of Financial Bids: To be communicated to the technically successful bidders through online e-tender portal
<b>4</b>	Financial Proposals - The Consultants should quote fee in the format given in Financial Bid cover
<b>5</b>	Work Allotment: will be done based on the Highest scorer as per QCBS Method
<b>6</b>	Language of Bid – English
<b>7</b>	Currencies – In Indian Rupees
<b>8</b>	<b>Communication Address:</b> - Office of The Project Manager, Unit-26, C&DS, 3/14, Vishal Khand, Gomti Nagar, Dist.-Lucknow, C&DS

9	2011 Census Population of Urban Local Body (ULB)/Nagar Nigam Lucknow*- <b>3086629</b>
10	Area of the ULB/Nagar Nigam Lucknow*-561.03 Sq.Km. Area of Development Authority Lucknow*-1242.76 Sq.Km. <b>Please Note- This is not the area of project execution. This is the area of the Nagar Nigam and all the development authority.</b>
11	Average Annual Turnover on consultancy works for last 3 consecutive FY ending 2023-24 or latest shall be <b>Rs 9.00 crore</b> . The Turnover shall be brought to current levels as per the bid documents. The turnover certificate shall be issued by company's CA clearly mentioning UDIN and date of issue.
12	The minimum T&P requirement as per form VII is as follows: - 7.1 DGPS – 2No.'s 7.2 Total Station. – 3 No.'s 7.3 Auto levels with staff - 10 No.'s 7.4 Required Legal Software for drainage design and Simulation as per CPHEEO - 1 No. 7.5 GIS Software - 1 No.'s 7.6 Auto Primed pumps (5 HP) with coupler and pipes – 5 No.'s 7.7 Auto Primed pumps (7.5 HP) with coupler and pipes – 3 No.'s 7.8 Auto Primed pumps (12.5 HP) with coupler and pipes – 3 No.'s 7.9 GPRS (at least 10 m depth) – 2 No.'s <b>Please Note- This is to be noted by the bidders that an undertaking on Rs. 100 Stamp Paper should be submitted by the by bidder stating that bidder will provide all required T&amp;P as per RFP condition and as per necessity to complete the work successfully.</b>

*Note: \*Information contained in S No 9 and 10 is for tender evaluation purpose only. The bidders are advised to collect data after conducting necessary survey and field visits. It shall be deemed that the bidder has quoted their rates after conducting surveys and field visit and no claim whatsoever shall be considered in this regard. The bidder must quote according to the contributing catchment area of the concerned ULB and scope of this RFP.*

## 2. SECTION 2

### 2.1. OBJECTIVE

The department is proposing to prepare Integrated Master Plan for Storm water Drainage system followed by Detailed Project Report for identified project(s). Technical and price bids are invited from reputed eligible Consulting firms with a view to entrust the above-mentioned task and the consulting firm will be selected based on Quality and Cost Based Selection (QCBS) procedure described in this document.

### 2.2. SCOPE OF SERVICES

The Scope includes Preparation of Integrated Urban Storm Water Drainage Master Plan (IUSWDMP) followed by Detailed Project Report(s) (**DPR is mandatory, so rates are invited and in case department desires to have a DPR, the successful bidder has to prepare and submit the DPR**) for Storm Water Drainage duly integrating with existing drainage system including carrying out all required surveys, preparation of drainage basin maps, mapping of existing drains with width, depth, type and functioning status, making proposals duly integrating with upstream demands and downstream facilities, ground validation of proposals, making presentations to all concerned agencies to obtain approvals, preparation of estimations, working drawings, inundation points, prioritizing of projects, collection of data etc. Mapping of existing roads/ street pathways ROW along with either existing or proposed adjoining drains. Mapping of existing all outfalls along with their cross sectional details, Highest Flow/ Water Level, Average/ Mean Flow/ Water Level and Lowest Flow/ Water Level should be provided by the bidder.

The list of services to be provided is detailed below and is not limited to following: -

- Demarcation of municipal boundary and urban development authority boundary on GIS platform.
- Obtaining details of SWD projects currently under progress and those which are under proposal stage.
- Preparation of base plan of entire urban sprawl using NRSC / Satellite images consisting of existing road network and contour map of 0.5 metre interval and analysing it with Land Use. To obtain the NRSC/ Satellite images will be in the scope of the bidder. Costs for same will be borne by the bidder. Bidder is requested to consider this cost while submitting the Financial Bid and no extra cost will be paid to the selected bidder by the authority for this part of scope of work.
- Mapping (width, Invert Level, Ground Level, start point, End point, carrying capacity, conditional assessment) of all existing drainage network consisting of primary drains, secondary drains and tertiary drains including natural and man-made water bodies and water courses. The mapping shall also include the outfalls of all the natural and man-made drains into the receiving water bodies like rivers, natural channels, canals, rivulets or lakes and reservoirs. It should be ensured that the invert levels, drain top levels and drain sections of the outfall point is taken as this information will be used to suggest measures if invert level is below the HFL of the river or FTL of the water body.
- It is to be clarified to the bidders that detailed surveys are required at the stage of preparation of Master Plan.
- Further, it is to be noted by the bidders that Area for Conducting the detailed Survey (Survey includes as defined in the Scope of Services mentioned in the RFP) and this detailed survey to be done for following area-
  - Entire Nagar Nigam Area
  - Catchment of all Primary Drains passing through Nagar Nigam Area (It includes the catchment area starting from the originating point of primary drain & where primary drain

crosses the Nagar Nigam boundary)

- It is to be noted by the bidders that the L Section of all Primary Drains passing through Nagar Nigam boundary shall be submitted after detailed Level Survey at the interval of 5 meter for the entire length of the Primary Drain starting from zero chainage to final disposal point as per directions of engineer in charge.
- Review and mapping of existing sewerage system, if available, or mapping of existing sewerage system between household connection to STP location duly considering septic tanks / soak pit details if any.
- Identifying reasons for sullage flow into open drains even when the underground sewerage system is available or vice-versa and suggesting remedial measures to ensure that no sewage/sullage is mixed with storm water or vice-versa.
- Preparing Storm Water Drainage Basin Map / Catchment map (based on Satellite images / Survey of India topographical sheets or whatever suitable means) **duly considering areas even if it is outside the municipal boundary.**
- Prepare Topography Based Drain Connectivity Model (TBDCM) duly connecting all existing water bodies and natural channels in order to obtain the comprehensive natural drainage network of the basins.
- Carrying out topographic survey of entire catchment area with total station / DGPS and taking levels at nodal points of a (minimum) 200 x 200 metre grid map, to draw 0.5 m interval contour and validate catchments derived through satellite images and prepare micro level sub catchment plan duly marking natural streams.
- Collect 15 minutes interval rain fall data from Indian Meteorological Department (IMD) as suggested by the CPHEEO (2019 Manual) and develop IDF curves for all return periods as suggested (one-year, two-year, 5 year and 100-year return period);
- Interact with all the stake holders and obtain information of inundation points during rainfall. The collected information shall consist of the frequency of inundation, duration of inundation, loss of property, loss of man-days loss of livelihood and deaths. Any other activity required with stakeholder like mapping of existing utilities, utility shifting costing, NOC requirement and its provisions, stakeholders' suggestion etc shall be in the scope of the successful bidder.
- The inundation areas shall be mapped on the GIS platform to produce a hot spots map.
- Prepare storm water drainage improvement plan/proposals for entire city including critical infrastructure areas duly following CPHEEO manual for primary, secondary and tertiary SWD network.
- "Hydraulic design of primary, secondary and tertiary drainage network to be done by using storm cad / software recommended by CPHEEO etc. with approval of department.
- Carry out deficiency analysis of existing system to match with the proposals/requirement and prepare a comparative statement where improvements in existing drainage system (Catchment area wise / Sub Catchment area wise / Ward wise/ Zone wise/ important area wise etc.).
- Prepare Proposals for strengthening, remodelling, widening of existing drains to meet the peak discharge.
- Identify alternate / bypass routes if augmentation of drain to required size cannot be done along existing alignment.
- **Integrate Low Impact Development (LID) approach with the drainage improvement plan in order to manage the runoff such that the peak flow is reduced by provision of rain gardens, bio-retention gardens, bioswales, pervious pavements, green roofs and rainwater harvesting etc.**
- **Identifying ponds / water bodies / open areas to use as detention ponds to attenuate the flood hydrograph. Also explore possibility of opting for injection bores.**
- The augmentation, alternate alignment, LID features and detention ponds should together lead

to zero incidence of flooding for the return periods of **1, 2, 5, 50, 100** years as the case may be.

- Prepare estimations for all proposals (primary, secondary, tertiary drainage network, 5 years O&M, improving regulation system of water bodies, developing detention ponds, establishing injection bores, constructing pervious concrete pavements/ footpath for improving water percolation to increase ground water table and also to reduce runoff on streets etc.);
- Supporting client to get proposals vetted through reputed academic institutes like IIT / NITs as approved by the Department. **Fees shall be paid by the Department.**
- Interact with stakeholders to prioritise the projects in terms of properties effected due to inundation, duration of inundation, through passage effected, disposal point effect on upstream area etc.
- **Reporting for land availability along the proposed alignment of the proposed assets and recommendation for procurement of land if needed.**
- Hydraulic modelling for evaluating spread and submergence of an urban flood event along with proposing alarm systems, remedial measures with SOPs for other action to be taken during/before/after the event.
- Any other activity required as per CPHEEO Manual/Gol Guidelines/State Government guidelines or suggested by CPHEEO Manual and is not mentioned herewith.
- Vetting of IUSWD Master Plan from reputed institute like IIT's or NITs. Fees to be paid by the Department. Vetting required for both (Master Plan as well as DPR) as per directions of engineer in-charge.
- Obtaining consent to go ahead with selected projects for preparation of Detailed Project Report(s).
- Presentation, providing and analysing the appropriate simulation software that is capable of simulation of storm water flooding with respect to rainfall and present inundation data (including depth, extent and duration), warning systems etc or any other required information necessary for reducing economic losses, loss in life and reduction in property damages.
- It will be the responsibility of the selected bidder that the bidder should conduct a meeting every week with all the stakeholders as per the directions of engineer in-charge
- The manpower deployed by the consultant should not be changed/ replaced during the entire contract period. To ensure same selected bidder need to sign a bond/ contract with the deployed resource/ manpower. Selected bidder need to submit the same document (bond/ contract) to the authority at the time of signing the contract. This document will remain the part of the signed contract
- Any other activity required as per CPHEEO Manual shall be part of the scope of services.
- "Structural Design will be part of the DPR while Hydraulic Design will be part of both i.e. DPR & the Master Plan."
- Apart from above, following is the broad scope for DPR preparation. Bidder should understand that the following is only broad scope, and any effort required to prepare the DPR in a proper manner has to be done by the bidder.

1	Preparation of Concept plan with block estimates (based on secondary/available information);
2	Preparation of Comprehensive Storm Water Drainage Improvement Plan with line estimates following Part 1 of 1.2;
3	Supporting client agency in getting vetting done from reputed academic institutes like IITs / NITs;
4	Preparation of Detailed Project Report

	<p>a) Carrying out Topographical survey by using Total Station/ DGPS, Soil investigation, designs, detailed drawings, structural design of various drainage network sections.</p> <p>b) Preparation of cost estimations including 5 years O&amp;M estimates, BOQ, Tender Documents (NIT), working drawings etc.</p> <p>c) Submission of Inception Report, Preliminary/ Interim Report, Detailed Project Reports</p>
5	Supporting implementing Agency to avail External Funds.
6	Supporting implementing Agency to obtain technical approval from IIT/ NITs
7	Supporting implementing agency for re-conformity of level during execution, mapping of underground utility services in consultation ( <b>using GPR Technology</b> ) with concerned department and submission of modified/ updated ground validated designs and drawings including utility services shifting plan, makeshift arrangements etc.
8	Technical evaluation & Gap analysis and suggesting remedial measures
9	Carrying out topographical and other required survey, investigation including preparation of estimates for alternative routes;
10	<p>Periodic monitoring of works during execution (<b>The schedule of visit to ensure proper monitoring should be such that First visit should be made at the initial stage of the project execution, last visit should be done after 100% completion of project and at least three visit should be made in between as required by Engineer in-charge.</b>).</p> <p><b>This is also to be noted by the bidder that the number of visits mentioned in the clause are indicative only &amp; depending upon the actual site condition/ requirement, number of visits may increase as per the directions (if it seems necessary by the officer) not below the rank of General Manager.</b></p>
11	Supporting in approval process of DPR/IUSWDMP

### 2.3. Eligibility Criteria

Bids are invited from intending eligible bidders online (Technical proposal and Financial Proposals separately) for Preparation of Integrated Urban Storm Water Drainage Master Plans followed by Detailed Project Reports for identified projects. The minimum eligibility criteria is;

- Should be registered firm under companies act 1956 (or latest)/ a partnership firms registered under the Partnership Act, 1932/ LLPs/ private limited companies
- Annual Average audited turnover as mentioned in NIT/BDS/tender document during last three years on **consultancy works for DPR or master plan preparation** for FY ending 2023-24 or latest. Certificate from Chartered Accountant bearing UDIN number clearly showing turnover from consultancy works. Also, the same figures and details (turnover from consultancy works) should be shown on UDIN Portal at the time of online verification of UDIN number.
- Following Experience is required:-
  - Three similar nature (Drainage) works completed each of 30% of ULB area. **OR**
  - Two similar nature (Drainage) works completed each of 40% of ULB area. **OR.**
  - Single similar nature (Drainage) works completed each of 60% of ULB area
- Following works shall be considered as Similar Nature Works:-

Drainage DPR preparation

&

## Master Plan Preparation for Drainage

### Note-

- This is to be noted by the Bidder that Completion certificate also need to be submitted (issued by the officer not below the rank of Executive Engineer) along with other supporting documents.
- Completion of Master Plan is considered only when approved by the competent authority while DPR will be considered completed only when Government issued G.O. regarding administrative and financial approval of the project (For the same DPR). Completion certificate also need to be submitted (issued by the officer not below the rank of Executive Engineer) along with other supporting documents
- The catchment area served with the qualifying experience should be at least 30 % area of ULB for which this RFP is invited shall be for preparing comprehensive master plans for Drainage.
- Experience in preparation of DPR(s) for drainage projects with project cost of Rs. 500 Crores in a single financial year period (within 12 Months Span for multiple or single work orders) during the last 10 years.

### Note-

- **Completion certificate also need to be submitted (issued by the officer not below the rank of Executive Engineer) along with other supporting documents.**
- **Completion of Master Plan is considered only when approved by the competent authority while completion of DPR will only be considered completed, only when Government issued G.O. regarding administrative and financial approval of the project (For the same DPR).**
- **12 Months' time is for the time period between which amount of DPR for Rs. 500 Cr. or more approved. It does not include preparation and execution period.**
- **Please note that any work which is not approved shall not be considered for evaluation.**
- Experience Certificate shall be issued from an officer not below the rank of Executive Engineer. The language of Experience certificate shall be Hindi or English. In case the Experience certificate is issued in any **other language it shall not be entertained**. The Experience certificate should clearly mention that the proposal submitted by the bidders is approved by the competent authority. Approval proof to be submitted along with the bids.
- Any other requirement as per scoring criterion
- The Experience Certificate and Turnover shall be brought to the current level by multiplying it with the updating factor as per the following table:

FY 24-25	1	FY 18-19	1.49
FY 23-24	1.07	FY 17-18	1.56
FY 22-23	1.14	FY 16-17	1.63
FY 21-22	1.28	FY 15-16	1.70
FY 20-21	1.35		
FY 19-20	1.42		

- Bidders' proposal in response could form the basis for future negotiations and ultimately a contract between bidder and the department.
- The contract will be on LS based on outputs indicated in the subsequent paras.

*Please note that the costs of preparing the proposal and of negotiating the contract, including a visit to the town/s and to the Client's offices are not reimbursable as a direct cost of the Assignment. We wish to remind you that in order to avoid a conflict of interest, any firm providing goods, works or services may not be eligible to participate in bidding for any additional goods, works or services associated with this assignment unless specifically agreed upon by the Client. This clause will be invoked wherever applicable.*

## **2.4. PREPARATION OF PROPOSALS**

### **2.4.1. Technical Proposal**

1. Format for the technical proposal is in the RFP including the format for CV's which should be followed. The Bidders are expected to examine the documents in detail before submission of proposals.
2. For assignments on a staff-time basis, the estimated number of Professional staff in person months is only indicative. The proposal shall, however, be based on the number of professional staff that will be deployed in person months estimated by the firm.
3. A brief description of the firm's organizational setup and an outline of recent experience on assignments of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, and firm's involvement.
4. Any comments or suggestions on the terms of reference.
5. A description of the methodology and work plan for performing the assignment.
6. The list of the proposed staff team and specialization, the tasks that would be assigned to each staff member, and their timing. CVs of the proposed professional staff duly signed (Scanned Signatures/ Digital signature are also accepted), should be submitted. Key information should include number of years working for the firm/entity, and level of responsibility held in various assignments during the last ten (10) years due additional weightage will be awarded for professionals having good and relevant experience in the field of relevant studies.
7. Estimates of the total staff effort (professional and support staff; staff time in many months) required carrying out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member.
8. Each key staff proposed shall be associated with only one consultant
9. It is desirable that most of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.
10. Alternative professional staff shall not be proposed, and only one CV may be submitted for each position.
11. The technical proposal shall not include any financial information.

### **2.4.2. Financial Proposal**

The Costs should be expressed in percentage of estimated cost (excluding LS items) only inclusive of all taxes as applicable, duties, fees, levies, and other charges imposed under the applicable law, on the consultants, sub consultants, and their personnel.

## **3. SUBMISSION, RECEIPT AND EVALUATION OF PROPOSALS**

### **3.1. Submission of Proposals:**

Proposals should be submitted in one original document. Proposals must be prepared in indelible ink and be signed by the authorized representative of the Consultants. All technical proposals shall be placed in one envelope clearly marked "Technical Proposal," and the financial proposals in

another envelope marked "Financial Proposals." These two envelopes, in turn, shall be sealed in an outer envelope bearing the Following Information.

**Preparation of Integrated Urban Storm Water Drainage Master Plan in Municipal Corporation, as per BDS/NIT and addressed to: as per BDS**

**Only online submission of the proposal is allowed. Bidders need to submit the hardcopy of only the FDR/ BG.** Bidders completed technical and financial proposals must be delivered online in E-Tender web site. **If required by the department,** the hard copies shall be submitted by the bidder in 2 sets and shall be notified separately.

Technical and financial proposals shall be written in English including project/study reports. The Client reserves the right to modify and extend the deadline for the submission of proposals.

**3.2. Bid Evaluation**

The technical bids will be evaluated for its responsiveness and responsive bids shall subsequently be evaluated by the department prior to opening of any financial proposals. All the technical bids will be evaluated based on the eligibility criteria as per bid document. The committee shall carry out its evaluation applying the evaluation criteria specified in Data Sheet. The department reserves the right to waive off any minor infirmities which may not have any material deviations in the bids. The department also reserves the right to seek clarification on any information furnished by the bidder. In case the department wants to verify the work physically of the prospective bidder, then the bidder shall have to arrange the transportation, lodging and fooding cost for the representative/s appointed by the department.

A responsive bid is one which: -

- Has paid the required fees.
- Has submitted the required bid security/earnest money in required form.
- Has signed all the pages by authorized representative
- Has submitted Power of attorney for authorized representative
- Has submitted all the required forms
- Has not revealed any financial proposal in the technical proposal.

The responsive bids shall be evaluated as per following Scoring Criterion: -

<b>3.2.1</b>	<b>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</b>		
	Sl. No	Description	Points
	<b>A</b>	<b>Criteria-(A)- Track Record</b>	
	(i)	Experience in preparation of Strategic Nala Development Programmes or Comprehensive Storm Water Drainage Improvement Plans or Master Plans for Storm Water Drainage System/ Flood Mitigation Plans or Blue Green Infrastructure Development Plans or Development of Sponge City Plans. (15) Minimum Eligibility Criteria– 60 % Marks Twice the Minimum Eligibility Criteria or More -100 % Marks In between shall be on pro rata basis Please Note- "Area" used in the clause refers to the area of Nagar Nigam for which this RFP is published.	<b>15</b>
(ii)	Experience in preparation of DPR(s) for similar assignments (SWD) with project cost of Rs. 500 Crores in any one financial year period during last 10 years. Rs 500 Cr. – 60 % Rs 1000 Cr. -100 %	<b>15</b>	

	In between shall be on pro rata basis		
(iii)	Preparation of proposals duly constructing detention ponds or lake management techniques including preparing simulation models. (2 Marks) Experience in design of Blue-Green Infrastructure (2 Marks) Experience in Development of Sponge City Plans. (1 Marks) Minimum Eligibility Criteria– 60 % Marks Twice the Minimum Eligibility Criteria or More -100 % Marks In between shall be on pro rata basis Please Note- “Area” used in the clause refers to the area of Nagar Nigam for which this RFP is published.	<b>5</b>	
(iv)	Studies in Drainage sector across India. (Other state -100%) Single state except UP-60% 3 states other than UP – 100% In between shall be on pro rata basis	<b>10</b>	
(iii)	T&P Minimum Requirements-60 % Double the requirement -100% (5 Marks) <b>Please Note-</b> <b>An undertaking on Rs. 100 Stamp Paper should be submitted by the by bidder stating that bidder will provide all required T&amp;P as per RFP condition and as per necessity to complete the work successfully.”</b>	<b>5</b>	
<b>B</b>	<b>Sub-Criteria-(B)- Key Experts’ qualifications and competence for the Assignment</b>	<b>20</b>	
Sl. No.	Position	Qualification (30%) & Experience (70%)	
1	Team Leader	B.Tech in Civil Engineering & Masters in Urban Planning / Hydrology / Hydraulics/ Water Resource Engineering/ Urban Hydrology - 25 Years (At-least 15 Years experience must be in the field of SWD DPR Preparation & Storm Water Drainage Master Plan)	5
2	Dy. Team Leader	Dy. Team Leader B.Tech in Civil Engineering & Masters in Urban Planning / Hydrology / Hydraulics/ Water Resource Engineering/ Urban Hydrology - 20 Years (At-least 10 Years experience must be in the field of SWD DPR Preparation & Storm Drainage Master Plan)	5
3	SWD Expert	SWD Expert B.Tech in Civil Engineering & Masters in Hydrology / Hydraulics/ Water Resource Engineering/ Urban Hydrology - 20 Years (At-least 10 Years experience must be in the field of SWD DPR Preparation & Storm Drainage Master Plan)	5
4	Design/ Env. Eng. Expert	Design/ Env. Eng. Expert - B.Tech in Civil Engineering & Masters in Hydrology / Hydraulics/ Water Resource Engineering/	2

		Urban Hydrology - 10 Years (At-least 5 Years experience must be in the field of SWD DPR Preparation & Storm Drainage Master Plan including design of Storm Water Drainage System)		
5	Estimation Expert	B. Tech/ B.E. in Civil Eng. - 10 Years experience out of which at least 5 years of experience in the field of estimation of the SWD Projects.	1	
6	Financial Expert	MIM / MBA / PGDM in Financial Management / Business Analytics / Economics - 5 years after Graduation	1	
7	Social Expert	PG in Sociology	1	
<b>C Criteria-(C ) Financial Strength</b>				
	The bidder should have a minimum annual average turnover on consultancy works as per BDS in the last 3 Financial Years (ending 31st March 2024 or latest)	Required Average Annual Turnover– <b>10 Marks</b> Required amount – 60 % Double the required amount – 100 % In between shall be on pro rata basis (Bidders to submit audited Turnover certificate issued by his statutory Auditor. UDIN is mandatory)	<b>10</b>	
<b>D Technical Presentation</b>				
	<b>Approach &amp; Methodology</b>	A. Applicant's understanding of the project requirements (5 marks) B. Proposed approach and methodology, appreciation of requirements (5 Marks) C. Applicant's detailed work plan & breakdown of activities for execution of the assignment and team deployment plan (10 marks)	<b>20</b>	
<p><b>Minimum qualifying marks:</b> Overall 70 percent and at-least 60 percent in each of the criteria. However, all the other conditions shall be checked for responsiveness of the bids and scoring shall be done only for those bids which are found responsive. Non-responsive bids shall be rejected.</p> <p>The financial bids of responsive and technically qualified agencies only will be opened.</p>				

3.2.2 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p style="padding-left: 40px;"><math>Sf = 100 \times Fm / F</math>, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p style="padding-left: 40px;">T = 0.80, and P = 0.20</p> <p>St is evaluated as per S No 3.3 of Bid Data Sheet.</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) 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: <math>S = St \times T\% + Sf \times P\%</math>.</p>
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#### 4. Negotiations

The preparation of IUSWDMP is intended to entrust to qualified bidder based on the above criteria depending on the capability. Negotiations, if done, shall only be done with the H1 bidder.

#### 5. Bid Validity

The bidders are requested to hold their proposal valid for 120 days from the date of submission, during which time they shall maintain, without change, the personnel proposed for the assignment. The department reserves the right to accept or reject any or all the bids. The decision of the Municipal Commissioner in this regard shall be final and binding on all the bidders. No correspondence will be entertained in this regard. Furthermore, as quality is the principal selection criteria, the client does not bind itself in any way to select the firm offering the lowest prices.

#### 6. Terms of Payment

SI No.	Deliverables	Time Schedule	Payment Schedule (% on quoted price)
A)	Preparation of Integrated Urban Storm Water Drainage Master Plan including obtaining High Resolution images from NRSA/ any other agency, Preparation of Drainage Basin Plan, Contour map, Mapping of existing drainage infrastructure, Collection of Rain Fall data from IMD, preparation of IDF curves, identification of drain for augmentation and alternative routes, hydraulic modelling for submergence and warning systems, line estimations, identification of inundation points severity with respect to time, extent and depth of inundation, short term and long term proposals, Hydraulic designs prioritization of projects in consultation with stake holders and submission of preliminary report for city including vetting of the proposal by IIT/NIT. All works complete as per scope of bid document.	120 Days	As per BOQ1
A.1	Submission of Inception Report. The payment will only be done only after submission and satisfaction of engineer in-charge.	15Days	5%
A.2	Submission of Interim Report with field data (50%) and analysis (50%) The payment will only be done only after submission and satisfaction of engineer in-charge.	60 Days	30%
A.3	Submission of Draft Report The payment will only be done only after submission and satisfaction of engineer in-charge.	90 Days	25%
A.4	Submission of Final Report including vetting if required by the client The payment will only be done only after submission and satisfaction of engineer in-charge.	120 Days	20%
A.5	On approval from concerned/ competent authority The payment will only be done only after submission and satisfaction of engineer in-charge.		20%
<b>TOTAL A</b>			<b>100%</b>
<b>B) Submission of DPR</b>		<b>45 days</b>	<b>As per BOQ2</b>

B.1	Submission of Detailed Survey	20 days	
B.2	Finalizing the route and finalizing the hydraulic designs	10 days	
B.3	Submission of Draft and Final DPR	10 days + 5 days	
B.4	Vetting of the DPR	-	
B.5	Approval of DPR	-	75%
B.6	Assisting in tender document preparation	15 days (exclusive of 60 days)	5%
B.7	Assisting during execution	-	10%
B.8	Assistance during DLP after handover of project.	After DLP Period of constructed drain	10%
	Total B		100%

**It should be noted by the bidder that-**

“Amount of the DPR Preparation Charges asked in BOQ No.2 is indicative. Final payment to the bidder will be done on actual DPR cost (excluding GST, centage charges, bought out items, external electrical connection charges, transmission line charges, payment to other departments, labor cess, contingencies, TPI charges and any other statutory dues) as described on basis only.”

**Please Note-** This is to be noted by the bidders that The payment will be done only after submission and satisfaction of engineer in-charge.

**“This is to be noted by the bidder that total contract cost should be calculated using the following formula-**

Total Contract Cost quoted by any particular Bidder= LS Cost quoted by the bidder to prepare the Master Plan (BoQ No.1)+ Average of cost to prepare all the DPR quoted by the bidder (BoQ No. 2)”  
For Example- If Bidder fills the cost in BoQ No.1 as Rs. A and in BoQ No.2. the average of "Total Amount without Taxes" comes to Rs. B. Then while doing the financial evaluation, Total Contract Cost will be considered as = A+B

Based on the above calculation, bidder need to submit the Performance security of amount equal to the 10% of the contract cost”

It is also to be noted by the bidders that out of total 10% of the performance security submitted by the bidder-

- a) 5% will be released only after completion of execution of project when the bidder submitted the pdf & editable soft copies of all the deliverables (in .xlsx, word, DWG, DXF, shape file format as applicable) along with all the linked formulas. This need to be certified by concerned Project Manager and administrative General Manager.
- b) While remaining 5% will be released after the defect liability period of constructed drain.

**7. Deliverables**

The Defects Liability Period for the Master Plan services shall be 2 years from date of final approval of IUSWDMP from competent authority. During 2-year DLP the Bidder shall provide its support in sharing the data, technical designs and any raw or processed information gathered for the preparation of IUSWDMP to the client or any other agency nominated by state government/ Client/ Department for preparation of prioritized projects. During DLP, if need arises then modification in IUSWDMP shall be done by the Bidder. No additional cost shall be given to the Bidder for modification of IUSWDMP.

While in case of DPR preparation, defect liability period includes the time period of 2 years from the date of approval of DPR from competent authority or till the successful completion of constructed drain and handover to concerning ULB/ Client of the project by the executing agency, whichever is later.

#### 8. Liquidated Damages

The Contractor shall pay liquidated damages to the Client/Department at the rate 0.1% per week of full contract value in case the Completion Date is later than the Intended Completion Date. Liquidated damages at the same rate shall be withheld if the Contractor fails to achieve the milestones prescribed in the bid document. However, in case the Contractor achieves the next milestone the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate. The total amount of liquidated damages shall not exceed 10% of contract value. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.

If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

In case the contractor fails to make up for the delay even at the time of completion of work all withheld amounts shall be deducted from the bill against work actually done.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor under the terms of this contract, on any account whatsoever and in the event of his Security deposit being reduced by reason of any such deductions or sale as aforesaid the contractor shall within 10 days make good in fixed deposit receipt tendered by a scheduled commercial bank and endorsed in favour of the Employer, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

#### 9. Security Deposit/Performance Security

**This is to be noted by the bidder that total contract cost should be calculated using the following formula-**

- Total Contract Cost quoted by any particular Bidder= LS Cost quoted by the bidder to prepare the Master Plan (BoQ No.1)+ Average of cost to prepare all the DPR quoted by the bidder (BoQ No. 2)”

**For Example-** If Bidder fills the cost in BoQ No.1 as Rs. A and in BoQ No.2. the average of "Total Amount without Taxes" comes to Rs. B. Then while doing the financial evaluation,

**Total Contract Cost will be considered as = A+B**

Based on the above calculation, bidder need to submit the Performance security of amount equal to the 10% of the contract cost

It is also to be noted by the bidders that out of total 10% of the performance security submitted by the bidder-

- a) 5% will be released only after completion of execution of project when the bidder submitted the pdf & editable soft copies of all the deliverables (in .xlsx, word, DWG, DXF, shape file format as applicable) along with all the linked formulas. This need to be certified by concerned Project Manager and administrative General Manager.
- b) While remaining 5% will be released after the defect liability period of constructed drain.

#### 10. Defects Liability Period (DLP)

“The Defects Liability Period for the Master Plan services shall be 2 years from date of final approval of IUSWDMP from competent authority. During 2-year DLP the contractor shall provide its support in sharing the data, technical designs and any raw or processed information gathered for the preparation of IUSWDMP to the client or any other agency nominated by state government/ Client/ Department for

preparation of prioritized projects. During DLP, if need arises then modification in IUSWDMP shall be done by the contractor. No additional cost shall be given to the contractor for modification of IUSWDMP.”

While in case of DPR preparation, defect liability period includes the time period of 2 years from the date of approval of DPR from competent authority or till the successful completion and handover to concerning ULB/ Client of the project by the executing agency, whichever is later.

**11. Language**

The language for the bids shall be English

## **12. Currency**

All the currency shall be quoted in Indian Rupees and all payments shall be made in Indian Rupees.

## **13. Rates**

The rate should be quoted in currencies as mentioned in the bid document. The quoted rate shall be valid for bid validity period as mentioned in bid document. GST shall be extra. In case of discrepancy between quoted rate in figures and quoted rate in words, rates quoted in words shall prevail.

## **14. Payments**

- Payments shall be adjusted for deductions for advance payments, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Engineer shall endeavour to pay the Contractor the amounts he has certified within forty-five days of the date of each certificate.
- Items of the Works for which no rate or price has been entered in the Bill of Quantities, will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- The interim or running account bills shall be submitted by the contractor for the work executed based on recorded measurements on the format as approved by the Engineer in triplicate along with soft copy of the bill on or before the date of every month fixed for the same by the Engineer. Engineer shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer. The amount admissible shall be paid within forty-five days after the day of certification of the bill by the Engineer or his authorized representative together with the account of the material issued by the department, or dismantled materials, if any along with all required supporting documents.
- All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer relating to the work done or materials delivered forming part of such payment, may be modified, or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/ are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.
- Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of Intended Completion Date is not granted by the competent authority.
- The contractor shall, after receiving his interim payment, clear all the dues of his labour/ material suppliers & produce a certificate/receipt on this account with next running bill, if the contractor does not clear these dues or unnecessarily delays the same, the Engineer at his discretion can make payments to these labour/ material suppliers directly. Any such payment shall be recovered from the contractor's bill.

## 15. Rights of Breach of Contract:

- The Employer may rescind/determine the Contract if the Contractor causes a fundamental breach of the Contract.
- Fundamental breaches of Contract shall include, but shall not be limited to, the following:
  - if the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer.
  - the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation.
  - the Engineer gives Notice that failure to correct/reconstruct or replace a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period determined by the Engineer.
  - the Contractor does not maintain a Security, which is required.
  - the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of compensation/ liquidated damages can be paid, as defined in bid document.
  - If the Contractor, in the judgment of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this clause, “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution. “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
  - If the Contractor has not completed at least thirty percent of the value of construction Work required to be completed after half of the completion period has elapsed.
  - If the Contractor fails to deploy machinery and equipment or personnel as specified in the contract at the appropriate time.
  - if the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer.
  - If the Contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer.
  - If the contractor shall offer or give or agree to give to any person in department or to any other person on his behalf 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 this or any other contract with department.
  - If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
  - If the contractor assigns, transfers, sublets (engagement of labour on a piece - work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer.

- Any other fundamental breaches as specified in the Contract Data
- Notwithstanding the above, the Employer may determine the Contract for convenience.
- If the Contract is rescinded /determined, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

**16. Foreclosure of Contract due to abandonment or reduction in scope of the work:** If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the Engineer shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates, full amount for work executed at site. Nothing extra shall be paid to contractor by the Engineer for any expenditure incurred on preliminary site work e.g., temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks which could not be utilised on the work to the full extent in the view of foreclosure.

Employer shall have the option to take over contractor's materials or any part of thereof brought to site. For materials taken over by Employer, cost of such materials as detailed by Engineer shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

Any new item (not covered under this tender document) introduced & sanctioned by Government as new or as replacement of existing item due to technical reason (or any other reason) may or may not be included in the scope of work of this tender/contract. Employer reserves the full right, without being liable for any damages or obligation, to get it executed separately.

- **Termination of Contract on the Death of the Contractor:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Employer shall have the option of terminating the contract without compensation to the contractor.
- Without prejudice to any of the rights or remedies under this contract, if the client/ Government withdraw the work from Employer due to any reason, at any stage of construction, the Employer shall have the option of terminating the contract without compensation to the contractor.

**17. Payment upon Rescission /Determination of the Contract:**

- If the contract is rescinded (of which rescission notice in writing to the contractor under the hand of the Engineer shall be conclusive evidence) and in which case the security deposit of the contractor together with such sum or sums due to him under the contract shall stand forfeited and be absolutely at the disposal of the Employer.
- If the Contract is determined at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.
- If the contract is Determined due to breach of contract the Engineer may call in other contractor, or employ daily labour to dismantle bad work if necessary (the bad work to be certified by the Engineer whose decision shall be final) and to renew and complete the said works and pay the cost of such contractor for daily labour and price of materials required for such dismantling,

renewing and completion out of the said security deposit or such sum or sums as may be due to the contractor under this contract, and if such cost be more than the amount made up the security money and the sum or sums due to the contractor under this contract the difference between it and the sum made up by the security money and the balance due to the contractor as aforesaid shall be a debt due from the said contractor.

In the event of either of the above courses being adopted by the department, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any agreements, or made any advance on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed under this contract, unless and until the Engineer shall have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

**18. Non-Exercise of Contractor Liability to Pay Compensation:**

In any case in which any of the powers conferred upon the department by clause above thereof shall have become exercisable, the same shall not constitute a waiver of any of the conditions hereof, and such power shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Engineer putting in force either of the powers (Clause 21.1) or (Clause 21.3) vested in him under the preceding clauses, he may, if he so desires, take possession of all or any tools, plant, materials and store in or upon the or site thereof or belonging to the contractor or procured by him intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at prevailing market rates, such rates to be certified by the Engineer whose certificates thereof shall be final otherwise the Engineer may issue notice in writing to the contractor or his other authorized agents to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice, and) in the event of the contractor failing to comply with any such requisition, the Engineer may remove them at the contractor's expenses or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Engineer as the expenses of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor

**18. Releases from Performance:**

- If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
- In case, the work cannot be started due to reasons not within the control of the contractor within 1/6<sup>th</sup> of the stipulated time for completion of work or six months, whichever is later, either party may close the contract. In such eventuality, the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss or damages or any compensation for the work remaining unexecuted etc. shall be payable at all.

#### **19. Termination of Work:**

The contract may be terminated by competent authority due to default by the contractor.

There may be several conditions which may warrant the termination of work. Which are, but not limited to the following.

- Willful delay of work.
- Unsatisfactory quality of work.
- Bad behavior of the contractor.
- Progress not being generally maintained as per schedule.
- Leaving of work by the contractor before completion.
- Not full filling the Terms, condition, and specifications of contract bond.
- For termination of contract notice served by the hand of engineer-in-charge shall be sufficient.

**Debitable Agency:** If a contractor fails to do the construction work properly, the contract agreement of the contractor may be terminated. In such a situation, another agency or contractor shall be appointed by the Competent Authority for completing the remaining works in accordance with required specifications, terms and conditions. The cost of remaining works shall be debited from original contract. The new contractor is called debitable agency.

#### **20. Insurance: (Applicable for cost of work put to bid being more than Rs. 40.00 Lacs)**

The Contractor at his cost shall provide insurance cover issued by a public sector general insurance company, in the joint names of the Employer and the Contractor, valid from the Start Date to the end of defect liability period, for the following events which are due to the Contractor's risks:

- a) **Contractor's All Risk Insurance:** The Contractor shall insure the work for a sum equivalent to the Contract value together with materials and plants for incorporation therein, to the full replacement cost and it being understood that such insurance shall provide for compensation to be payable to rectify the loss or damage incurred and an additional sum of 15% of such replacement cost to cover any additional costs of and incidental to rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the work and of removing debris of whatever nature and it being understood that such insurance shall provide for compensation being payable to rectify loss or damage incurred or such additional sums as specified and interests of the Client against all Risks, claims, proceedings, losses or damages, costs, charges and expenses from whatsoever arising out of in consequence of the execution and maintenance of the work for which the contractor is responsible under the Contract.
- b) **Workmen Compensation & Employer's Liability Insurance:** This insurance shall be affected for all the Contractor's employees engaged in performance of the contract. The Employer/Client shall not be liable in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any workman or any other person employed by the contractor and the Contractor shall indemnify and keep indemnified the Employer/Client against all such damages and compensation and against all claims, demands, proceedings, costs, charges & expenses, whatsoever in respect of or in relation thereof.
- c) **Third Party Insurance:** The Contractor shall be responsible for making good to the satisfaction of the Engineer any loss or any damage to all structures and properties belonging to the Client or being executed or procured or being procured by the Client Department or of the other agencies within the premises of all work of the Client if such loss or damage is due to fault and or the negligence or willful acts or omissions of the contractor, his employees, agents, representatives.
- d) The contractor shall take sufficient care in moving his plants, equipment and materials from one place to another so that they do not cause any damage to any person or to the property of the Client Department or any third party including overhead and underground

cables and in the event of any damage resulting to the property of the Client Department or to a third party during the movement of the aforesaid plant, equipment or materials, the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the Client Department or ascertained or demanded by the third party, shall be borne by the contractor.

- e) Before commencing the execution of the work, the contractor, shall insure and indemnify and keep the Client Department harmless of all claims, against the contractor's liability for any materials or physical damage, loss or injury which may occur to any property, including that of the Client Department or to any person including any employee of Client Department, or arising out of the execution of the work or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to (a) above. Such insurance shall be affected for an amount sufficient to cover such risks. The terms shall include a provision whereby, in the event of any claim in respect of which the contractor, would be entitled to receive/indemnify under the policy being brought or made against the Client Department, the insurer shall wilfully indemnify Client Department against such claims and any costs, charges and expenses in respect thereof.
- f) The contractor shall also at all times indemnify the Client Department against all claims, damages, or compensation under the provisions of Payment or Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workman's Compensation Act, 1947, Industrial Disputes Act, 1947 and Maternity Benefit Act, 1961, or any modification thereof or any other law relating thereof, and rules made there under from time to time.
- g) The Contractor shall also at his own cost carry and maintain any and all other insurance(s) which may be required for the Contractor's Equipment and other things brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site
- h) The Contractor shall also at his own cost carry and maintain any and all other insurance(s) which he may be required to take out under any law or regulation from time to time. He shall also carry and maintain any other insurance, which may be required by the Engineer.
- i) **Cross Liabilities:** The insurance policy shall include a cross liability clause such that the insurance shall apply to the contractor and to the Client Department as separate insured.

The Contractor shall prove to the Engineer-in-charge from time to time he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period.

#### **21. Evidence and Terms of Insurance:**

The Contractor shall provide evidence to the Engineer as soon as practicable after the respective insurance have been taken out but in any case, prior to the start of work at the Site that insurance required under the Contract have been effected and shall, within 84 days of the Commencement Date, provide the insurance policies to the Client Department. When providing such evidence and such policies to the Client Department, the Contractor shall notify to the Engineer also. Such insurance policies shall be consistent with the general terms agreed prior to the issue of the Letter of Acceptance. The Contractor shall affect all insurance for which he is responsible with insurers and in terms approved by Client.

#### **22. Adequacy of Insurance:**

The Contractor shall notify the insurers of changes in the nature, extent, or programme for the execution of the Works and always ensure the continuity and adequacy of the insurance in accordance with the terms of the Contract and shall, when required, produce to the

Consultant the insurance policies in force and the receipts for payment of the current premiums.

The aforesaid insurance policies shall provide that they shall not be cancelled till the Engineer-in-charge has agreed for cancellation.

**23. Remedy on the contractor's failure to insure:**

If the contractor shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the contract then and in any such case Engineer may without being bound to, effect and keep in force any such insurance and pay such premium or premiums, as may be necessary for that purpose and from time to time deduct the amount so paid by the Engineer from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.

**24. Compliance with Policy Conditions:**

If the Contractor fails to comply with conditions imposed by the insurance policies effected pursuant to the Contract, the Contractor indemnifies the Client Department against all losses and claims arising from such failure.

Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees.

The Alterations to the terms of insurance shall not be made without the approval of the Engineer. Both parties shall comply with any conditions of the insurance policies.

**25. Tax**

- The rates quoted by the Contractor shall be deemed to be **exclusive of GST**, but shall be inclusive of all other levies, duties, royalties, octroi, cess (including labour cess), toll, taxes of Central and State Governments, local bodies, and authorities as applicable on last stipulated date of receipt of tender including extensions if any. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.
  - The Contractor shall, while quoting his rates, take into account the Input Tax Credit available under the GST Act relevant to the input services/goods required for proper execution of the work under contract.
- No adjustment i.e., increase or decrease shall be made for any variation in the rate of Labour Cess, or any other tax, levy or cess applicable on inputs.

**26. Conditions for reimbursement of levy taxes if levied after receipt of tenders:**

- a) Effect of variation in rates of Labour Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease. Provided for Labour Cess, or any other tax, levy or cess varied or imposed after the last date of receipt of tender including extensions if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess, provides copies of original deposit receipt **and** such increased amount is received by the Employer from Client/Govt. Provided further that such adjustment including any increase in GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by the Employer.
- b) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Employer and/or the Engineer and further, shall furnish such other information/document as the Engineer may require from time to time.

- c) The contractor shall within a period of 30 days of the imposition of any such further tax or levy or cess give a written notice thereof to the Engineer that the same is given pursuant to this condition, together with all necessary information relating thereto.

**27. Dispute Redressal System:**

- If any dispute or difference of any kind what-so-ever shall arise in connection with or arising out of this Contract or the execution of Works there under, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority, described along with their powers in the Contract Data, above the rank of the Engineer. The competent authority shall, within a period of forty-five days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Contractor. In case the Work is already in progress, the Contractor shall proceed with the execution of the Works pending receipt of the decision of the competent authority as aforesaid, with all due diligence.
- Either party will have the right of appeal, against the decision of the competent authority, to the arbitration if the amount appealed exceeds rupees one lakh.

**28. Procedure for Resolution of Disputes:**

- The Competent Authority mentioned in RFP shall give a decision in writing within 45 days of receipt of a notification of a dispute.
- Either party may refer a decision of the Competent Authority to Arbitration within 28 days of the Competent Authority's written decision. Arbitration shall be under the Arbitration and Conciliation Act 1996. Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015.
- If neither party refers the dispute to Arbitration within the above 28 days, the Competent Authority's decision will be final and binding.
  - It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the decision of the Competent Authority.
  - It is also a term of this contract that member (s) of the Arbitration Tribunal shall be a working/retired Chief Engineer Level (II/I) of state government with experience in handling public works engineering contracts. This shall be treated as a mandatory qualification to be appointed as arbitrator.
- The Arbitration shall be conducted in accordance with the following procedure, in case Initial Contract Price is more than Rs. **100.00** Crore: -
- Where the Initial Contract Price as mentioned in the Acceptance Letter is Rs. 100.00 Crore and below, disputes and differences in which an Adjudicator/Competent Authority has given a decision shall be referred to a sole Arbitrator. The sole Arbitrator would be appointed by the agreement between the parties; failing such agreement within 15 days of the reference to arbitration, he shall be appointed by Municipal Commissioner.
- Arbitration proceedings shall be held at Municipal corporation for which this RFP is invited or such place as may be fixed by the Arbitral Tribunal in consultation with both the parties. Failing any such agreement, the Arbitral Tribunal shall decide the venue. The language of the arbitration proceedings shall be English or as decided by the Arbitrator/ Tribunal. However, language that of all documents and communications between the parties can be English or Hindi.

- Performance under the contract shall continue even after reference to the arbitration and payments due to the contractor by the Employer shall not be withheld unless they are the subject matter of the arbitration proceedings.

**29. Labour:**

- 29.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.
- 29.2 The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

**A-Compliance with Labour Regulations**

During continuance of the Contract, the Contractor and his Sub Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer. The Engineer on receipt of the said communication shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit may be released if otherwise due.

**17. SECTION 3**

**17.1 APPENDIX A**

**17.1.1. TECHNICAL PROPOSAL – STANDARD FORMS**

3A. Technical Proposal submission form.

3B. Firm's references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Employer.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments.

3F. Format of Curriculum Vitae of proposed professional staff.

3G. Time schedule for professional personnel.

3H. Activity (work) schedule.

3I. Declaration for non blacklisting/Non debarment by any Government department/agency/PSU etc.

3J. Declaration for No conflict of interest.

3K. Litigation History with details of award, pendency, client name, date and other relevant detail.

3L. General Information Form 1

**3A. TECHNICAL PROPOSAL SUBMISSION FORM**

[Location, Date]

FROM: (Name of Firm)

To: (Name and Address of Employer)

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Ladies/Gentlemen:

Subject: Hiring of Consultancy Service for \_\_\_\_\_ Technical Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

### **3B. FIRM'S REFERENCES**

#### **Relevant Services Carried Out in the Last Ten Years**

#### **That Best Illustrate Qualifications**

**Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.**

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/entity (profiles):
Name of Employer:		No. of Staff:
Address:		No. of Staff-Months; duration of assignment:
Start Date (Month/Year):	Completion (Month/Year):	Date
Approx, Value of Services (in Rs)		
Name of Associated Consultants, if any:		No. of Months of Professional Staff, provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: \_\_\_\_\_

**3C.COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE EMPLOYER**

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**On the Terms of Reference:**

- 1.
- 2.
- 3.
- 4.
- 5.

**On the data, services, and facilities to be provided by the Employer.**

- 1.
- 2.
- 3.
- 4.
- 5.

**CONSULTING FIRM'S NAME:**

### **3D.TEAM COMPOSITION AND TASK ASSIGNMENTS**

#### **1. Technical / Managerial Staff**

S.No	Name	Position	Task
1.			
2.			
3.			
4.			

#### **2. Support Staff**

S.No.	Name	Position	Task
1.			
2.			
3.			
4.			

**3E. FORMAT OF CURRICULUM VITAE (CV) FOR**

**PROPOSED PROFESSIONAL STAFF**

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

\_\_\_\_\_

**Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]*

\_\_\_\_\_

**Education:**

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]*

\_\_\_\_\_

**Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and Employer references, where appropriate. Use about three-quarters of a page.]*

\_\_\_\_\_

**Languages:**

*[For each language indicate proficiency: excellent, good, or poor; in speaking, reading and writing]*

\_\_\_\_\_

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_ Date: \_\_\_\_\_

*[Signature of staff member and authorized representative of the Firm]*                      *Day/Month/Year*

**Full name of staff member:** \_\_\_\_\_

**Full name of authorized representatives:** \_\_\_\_\_

**Note:** CV of each individual should have the original Signature/ Digital Signature or Scanned Signature by the respective staff member along with the date and endorsed by the authorized representative of the \_\_\_\_\_ lead \_\_\_\_\_ firm.

**3F.TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

S.No.	Name	Position	Reports Due/Activities	Months (in the form of a Bar Chart)						
				1	2	3	4	5	6	Number of Months

Full-time: \_\_\_\_\_

Part-time: \_\_\_\_\_

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Signature: \_\_\_\_\_

(Authorized Representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

**3G. ACTIVITY (WORK) SCHEDULE**

**A. Field Investigation and Study Items:**

S.No.	Item of Activity (work)	Month wise Program (in form of Bar Chart)[1st, 2nd ,etc. are months from the start of assignment]					
		1st	2nd	3rd	4th	5th	6th
	_____						
	_____						
	_____						
	_____						
	_____						

**B. Completion and Submission of Reports**

Reports: *	Programmed: (Date)

\* MODIFY AS REQUIRED FOR THE ASSIGNMENT.

(Consultants will indicate as per the requirement)

**3H& 3I AFFIDAVIT for Non Debarment/Non-Blacklisting/No Conflict of Interest/No Bond Rescinds during last 5 Years ending previous Month from the Month of Invitation of Tender**

**Certificate**

**(The Certificate is to be typed on Stamp Paper worth Rs. 10/- duly signed and notarized with date, affixing a revenue stamp of Rs. 2/- only)**

This is to inform that our firm M/s.....  
.....is participating for the bids as invited vide .....dated..... by the department for preparation of IUSWDMP for the Municipal Corporation of.....in the state of Uttar Pradesh and we certify the following:-

1. Not Debarred or not black-listed by any government department/government agency/ PSU's at the time of bid.
2. Further it is certified that our firm has no conflict of interest with the department whatsoever with respect to bidding for the said services.
3. It is also certified that .....number of bond/s has been rescinded in the past 5 years.

In case any of the above information is found false, the department reserves the right to take any action against our firm for which we indemnify the department.

Further it is to inform that in case any changes to above conditions are met during the bid validity period/bids evaluation period, we shall inform the change to the department and our bids may be evaluated accordingly for which we indemnify the department.

Signature of Bidder

**1.1 Form 1: General Information**

1. All Agencies/firms applying for pre-qualification are requested to complete the information in this form.
2. Where the Bidder proposes to use subcontractors for critical components of the works or for work contents more than 5 percent of the value of the whole works, the following information should also be supplied for **the specialist agencies (s)**

1	Name of firm.	
2	Principal Place of business-	
3	Correspondence Address:	
4	Office Telephone:	Mobile:
5	Fax:	E-mail:
6	Place of incorporation/registration: (Attach copy)	Date of incorporation: Registration valid up to:
7	Constitution or Legal status of bidder- a) An individual b) Proprietary firm c) Partnership firm d) Limited company or corporation Another (Pl. specify)	(Attach copy)
8	Power of Attorney of signatory of Bid	(Attach)

Name of the Directors /Partners	Position in the company	Nationality.
1		
2		

Name of persons to be contacted and their contact details			
Name	Address	Phone No. / Mobile	E-mail

Signature of Bidder

**1.2 Form 1 A: Declaration Form (Earnest Money)**

I / We deposit herewith an Earnest Money for (Rs. in words) ..... in the following form as per clause 4.4.12/ as well as NIT.

I/We also agree to deposit requisite performance security/ additional performance security/ security money as per conditions of this tender document.

The details of deposit of Earnest Money are given below:

<b>S.No.</b>	<b>Description</b>	<b>Amount Rs.</b>	<b>Period of Validity</b>	<b>Name of Issuing Bank/Post Office</b>	<b>Remarks</b>

DATE

SIGNATURE & SEAL

ADDRESS

NAME

**1.3 Form I B: Declaration Form (Bid Validity)**  
**(AFFIDAVIT OF BID VALIDITY)**

**IMPORTANT: -**

- 1- This affidavit is to be furnished positively at the time of submitting the tender.
- 2- The affidavit is to be typed on stamp paper worth Rs. 100/- duly signed and notarized, affixing a revenue stamp of Rs. 2/- only and the expenditure incurred shall be borne by the tenderer.

**AFFIDAVIT FORM**

Tender invited by .....

Tender for .....

Tender Notice No.& Date .....

Name of Tenderer .....

IN CONSIDERATION of the CONSTRUCTION & DESIGN SERVICES U.P.JAL NIGAM (Urban) having treated the bidder to be an eligible person, whose tender may be considered, the bidder hereby agrees to the conditions that the proposal in response to the above invitation shall not be withdrawn within 120 (One hundred and twenty) days from the date of opening the tender, also to the condition that if, the bidder does withdraw his proposal within the said period, the earnest money deposited by him may be forfeited by the CONSTRUCTION & DESIGN SERVICES U.P.JAL NIGAM and I/we may, in addition to other actions detailed in bid document, be debarred from tendering for a period of one year reckoned from the date of opening of the tender, as per discretion of the later.

Signed this.....day of ..... 202...

Signed by: -

(BIDER)

Signature & Seal

Witness: -

1.....

2.....

## 1.4 Form I C: Shapath Patra in Hindi

### शपथ-पत्र (STANDARD AFFIDAVIT)

Paste a recent  
coloured  
photograph duly  
attested by  
Gazetted officer

मैं ..... पुत्र श्री ..... निवासी .....  
..... (स्थायी पता) .....  
..... (अस्थायी पता) .....  
..... का निवासी हूँ।

मैं शपथपूर्वक निम्न घोषणा करता हूँ: -

1. (लागू नहीं।)
2. मेरे पास पर्याप्त चल और अचल सम्पत्ति है और व्यवसायिक रूप से मैं इस निविदा द्वारा आमंत्रित कार्यों को पूरा करने के लिए सक्षम और समर्थ हूँ। मेरे पास आवश्यक मशीनें और उपकरण आदि भी हैं तथा मुझे इस कार्य का पर्याप्त अनुभव है।
3. सी. एण्ड डी.एस., उ.प्र.जल निगम द्वारा (कार्य का विवरण लिखा जायें) .....  
... की निविदा निर्गत की गयी है, उसके लिये मैं विभाग द्वारा निर्धारित प्रारूप पर निविदा भर रहा हूँ।
4. मैं घोषणा करता हूँ कि मेरे द्वारा निविदा में दी गयी दरों को जी.एस.टी. ऐक्ट के अन्तर्गत नियमानुसार प्राप्त होने वाले इनपुट टैक्स क्रेडिट का संज्ञान लेते हुए डाला गया है। मेरे द्वारा निविदा में डाली गयी दरों को 120 (एक सौ बीस) दिन तक वैध रखा जायेगा।
5. मेरे द्वारा दिये जा रहे विभिन्न प्रमाण पत्र जैसे पंजीकरण प्रमाण पत्र (यदि लागू हो तो), चरित्र प्रमाण पत्र, आयकर प्रमाण पत्र, जी.एस.टी. प्रमाण पत्र, बिड सिक्योरिटी प्रमाण पत्र, बिड कैपिसिटी प्रमाण पत्र, अनुभव प्रमाण पत्र, टर्न ओवर प्रमाण पत्र (अर्थात् समस्त थ्वतउज) आदि का प्रमाणपत्र तथा अन्य सुसंगत अभिलेख आदि निविदा प्रपत्र के साथ अपलोड कर दिये गये हैं, जिनकी सत्यता प्रमाणित की जाती है।
6. मेरे विरुद्ध अपराधिक मुकदमों का विवरण निम्न प्रकार है। यहां पूरा विवरण दिया जाये।
  1. मुकदमा नम्बर .....
  2. धारार्यें .....
  3. थाना .....
  4. जनपद .....
7. न्यायालय (जहां मुकदमा चल रहा है) .....
8. मैंसी. एण्ड डी.एस., उ.प्र. जल निगम अथवा राज्य सरकार के अन्य विभागों द्वारा ब्लैक लिस्टेड ठेकेदार की श्रेणी में नहीं आता हूँ। मैं अपराधिक गतिविधियों, माफिया तथा गैंगेस्टर गतिविधियों और संगठित अपराध करने की गतिविधियों और असामाजिक कार्यों आदि में लिप्त नहीं हूँ। मैं माफिया और अपराधी नहीं हूँ। मेरा चाल-चलन, कार्य तथा आचरण उत्तम है।
9. मेरे विरुद्ध जनपद में तथा प्रदेश में कोई भी मुकदमा दर्ज नहीं है।
10. यदि ठेका प्राप्त करने के पश्चात मेरे विरुद्ध माफिया गतिविधियों/असामाजिक गतिविधियों व संगठित अपराधिक गतिविधियों में लिप्त होने के बारे में कोई शिकायत प्रमाणित पायी जाती है, अथवा मेरे द्वारा तकनीकी एवं वित्तीय क्षमता के सम्बन्ध में प्रस्तुत विवरण / प्रमाण पत्र असत्य पाया जाता है, तो सक्षम अधिकारी को यह अधिकार होगा कि वह मेरा ठेका/अनुबंध निरस्त कर दें। इस पर मुझे कोई आपत्ति नहीं होगी/मेरे द्वारा यदि विभाग/राज्य सरकार के विरुद्ध कोई अपराधिक कार्य किया जाता है अथवा सरकारी धन का गबन किया जाता है, तो सक्षम अधिकारी को यह अधिकार होगा कि वह मेरे विरुद्ध अपराधिक मुकदमा सुसंगत धाराओं/ नियमों के अन्तर्गत दर्ज कर दें।
11. मैं अनुबंध की शर्तों के अनुसार समय से पूरी गुणवत्ता के साथ तथा निर्धारित विशिष्टियों के अनुरूप कार्य पूरा करूंगा और विभाग को पूरा सहयोग प्रदान करूंगा।
12. मेरा कार्य एवं आचरण उत्तम हैं।
13. मैं शपथपूर्वक घोषणा करता हूँ कि मेरा स्थाई पता और अस्थायी पता निम्न प्रकार है—
  - (अ) स्थाई पता (दूरभाष सहित) .....
  - (ब) अस्थायी पता (दूरभाष सहित).....

(यहां पूरा पता दूरभाष सहित एवं पिन कोड सहित लिखा जायें)

14. मैं शपथपूर्वक घोषणा करता हूँ कि उपरोक्त पते पर रहता हूँ तथा विभाग द्वारा प्रदान किये गये कार्य के पूरा होने तक मेरे किसी पते में सामान्यतः कोई परिवर्तन नहीं होगा यदि अपरिहार्य परिस्थितियों में किसी पते में परिवर्तन आता है तो इसकी सूचना मैं तत्काल संबंधित प्राधिकृत अधिकारी, और जिला मजिस्ट्रेट/ कलेक्टर को दूंगा।
15. मेरा पैन नं० ..... है। (आयकर विभाग द्वारा प्रदत्त प्रमाण पत्र संलग्न किया जाये)
16. मेरा आधार संख्या (प्रोपराईटर/ पार्टनरशिप फर्मों हेतु).....(आधारकार्ड की स्वसत्यापित प्रति संलग्न की जाय)
17. मेरा जी.एस.टी. पंजीयन संख्या ..... है।(पंजीयन प्रमाणपत्र की स्वसत्यापित प्रति संलग्न की जाय)
18. मैं अपनी पूर्ण जानकारी में पूरे होशों हवास में स्वस्थचित्त से पूरी सत्यनिष्ठा से तथा स्वेच्छा से यह शपथ-पत्र लिख कर दे रहा हूँ। ईश्वर मेरी मदद करें।

दिनांक :

शपथी का पूरा हस्ताक्षर

पूरा नाम-

पता-

नोट-

1. यह स्वघोषणा शपथ पत्र रू० 100/- (रू० एक सौ) के स्टाम्प पेपर पर नोटरी द्वारा सत्यापित कराते हुए दिया जायेगा, तथा शपथ पत्र के समस्त बिन्दुओं को समाहित किया जायेगा, अन्यथा निविदा अस्वीकार की जा सकती है।
2. असत्य शपथ-पत्र देना एक संगीन और संज्ञेय अपराध है।
3. संबंधित व्यक्ति द्वारा पासपोर्ट साइज का अपना रंगीन फोटोग्राफ, जो राजपत्रित अधिकारी द्वारा प्रमाणित हो, शपथ -पत्र के ऊपर निर्धारित स्थान पर चस्पा किया जायेगा।
- 4- Bidders from outside the State may translate the above format in English and submit the notarized affidavit, however the contents should remain the same. Any discrepancy due to translation may lead to disqualification. Department shall not be liable for discrepancies arising due to translation.
- 5- In case of a company, It has to be submitted by the authorized person by the company.

**Note-**

**It is to be noted by the bidder that if translation of the above format/ text is required by the bidder in English Language, it will be the sole responsibility of the bidder to get it translated correctly.**

**Form II A: Financial Information**

Details to be furnished duly supported by Audited Balance sheets/profit & loss account for the previous 5 (Five) Financial years ending 31.03.2024 or latest **duly certified by the Statutory Auditors/ Chartered Accountant** submitted by the Bidder to the Income Tax Department.

**Banker**

Name of Banker-	
Address of Banker-	
Telephone	Contact name & Title
Fax	Email-

Sl. No.	Particulars	Financial Year				
1	Gross Annual Turnover on Consultancy works					
2	Profit/Loss					
3	Share Capital/Fixed Assets					
4	Net Worth					
5	Current liabilities: a) Book Cash credit b) Other sundry creditors					

Note-

- (1) The information provided above shall be certified by the Statutory Auditor of Firm and supported by copies of tax returns.
- (2) Permanent Account Number (IT):
- (3) Goods & Service Tax Registration Number.
- (4) Acknowledgement of Income Tax return: for the last 3 years. **(Enclose copies for the Last Three Years)**

**Signature of Chartered Accountant with Seal.  
& UDIN No.**

**Signature of Bidder**

**Form III: Details of Similar Completed Works**

Sl. No.	Name of Work	Brief Scope of Work	Name of client Department/ Employer	Aggregated value of executed works <sup>1</sup> (Rs. in Lacs)	Scheduled dates of		Reasons of delay if any
					Start of work	Completion of work	

**Note:**

- 1) The attested photocopy of the experience certificate of the Engineer-in-charge not below the rank of Executive Engineer/Project Manager/ Project Head be appended with the detail. In the absence of these documents, the work would not be considered for eligibility criteria.
- 2) Please furnish information regarding similar types of works completed during last 10 Years in the same name and style.

Signature of Bidder

---

<sup>1</sup>Certified by an authority not below the rank of Executive Engineer/ Project Manager/ Project Head.

**Form V: Personal Capability**

Sl. No.	Designation	Total number	Number available for this work	Number stationed at concerned ULB for this work	Name	Qualification	Date of Birth	Experience in Yrs.	Remarks
1	2	3	4	5	6	7	8	9	10
1									
2									
3									
4									

**Note: -**

**Bidders to submit the above information as per requirement of this RFP.**

**Form VI A: Similar Works Experience (Govt. Works)**

**Name of work/project & location:**

**Nature of work:**

Estimated cost:(Rs. Lacs) .....

Actual completion cost:(Rs. Lacs) .....

Date of start: .....

**Date of completion**

(I) Scheduled date of completion: .....

(ii) Actual date of completion: .....

**Scope of Works: - (to be described in brief)**

**Deliverables: -**

**Whether the proposal was approved – Yes/No** *(Please furnish supporting documents as proof of sanctioning of the project by concerned agency/Government)*

Amount of compensation levied for delayed completion, if any: - .....

(If levy of compensation not yet decided, it may be mentioned accordingly)

Performance Report: Very Good/Good/Fair/Poor

Dated: Executive Engineer/ Project Manager or Equivalent

(Seal)

**Note: -The performance certificate should be clear and exhaustive enough to establish similarity with the works under Bid and shall furnish all the information as required by this proforma. The proforma is only for guidance.**

**Form VII: Equipment Capability**

<b>Sl. No</b>	<b>Name of equipment</b>	<b>Nos.</b>	<b>Capacity</b>	<b>Remarks</b>
1	2	3	4	5
	Equipment for Survey 1 2 3 .... Software's for modelling and designing 1 2 3 .... <i>Any other Details (Please mention in brief)</i> 1 2 3			

Signature of Bidder

**Form VIII: Litigation History**

Name of Bidder or Partner of a Firm:

(The affidavit is to be typed on stamp paper worth Rs. 10/- duly signed and notarized with date, affixing a revenue stamp of Rs. 2/- only)

Date of Award or filing (if in process)	Name of client, cause of litigation, and matter in dispute and name of claimant party	Contract value (Rs. In Lacs)	Disputed amount (Rs. In Lacs)	Actual awarded amount (Rs. In Lacs)	Award For or against Bidder

**Bidders including their partners** shall provide information on the history of the litigation or arbitration resulting from contracts executed or under execution during the last five (5) years.

Providing any false or misleading information, or hiding any information, may result in disqualification of the Bidder.

***In addition, the bidder shall certify that they are not banned by U.P. Jal Nigam / CPWD/PWD/MES/ OR any other Govt. agency.***

Signature of Bidder

**Form IX: Letter Comprising Bid**

To,

.....

Construction & Design Services,

UP Jal Nigam (Urban).....(U.P.)

Sir,

**Name of Work: -**

.....

- 1) Having examined the Press Note, Notice Inviting Tenders and bid document I/ We offer to execute the works described above and remedy any defects therein in conformity with the Conditions of Contract, specifications, drawings, Bill of Quantities and Addenda for percentage rate below/ percentage above/ at par as in the financial bid, as referred to in relevant clauses of Instructions to Bidder.
- 2) I/We confirm that our bid is according to the term & conditions and specifications laid down in the bid documents. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
- 3) I/we also authorize employer or his representative to approach individuals, employers, firms, and corporations to verify our competence and general reputation.
- 4) I/We undertake to commence the works on receiving the Notice to Proceed with work in accordance with the contract documents.
- 5) I/We agree to keep the offer in this tender valid for a period of 120 (One hundred and twenty) days as mentioned in the bid documents and not to modify the whole or any part of it for any reason within the above period. If the tender is withdrawn by me/us for any reason whatsoever, the Earnest Money deposited by me/us will be forfeited by the Construction & Design Services, U. P. Jal Nigam, and other actions in accordance with bid documents may be taken against me.
- 6) Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.
- 7) I/we hereby distinctly and expressly declare and acknowledge that before the submission of my/our tender I/we have carefully followed the instructions in the tender document and that I/we have made such examination of the contract documents and of the plans, specifications and quantity, and of the location where the said work is to be done, and such investigation of the work required to be done and in regard to the materials required to be furnished as to enable me/us thoroughly understand the intention of the same and the requirements, covenants, agreements stipulations and restrictions contained in the contract and in the said plans and specifications and distinctly agree that I/we will not hereafter make any claim or demand upon Construction & Design Services, U.P. Jal Nigam based upon or arising out of any alleged misunderstanding or misconception, mistake on my/our part of the said requirements, stipulations, restrictions and conditions.
- 8) I understand that quantities given in Bill of Quantities in Financial cover are liable to change upto any extent. I will not demand any compensation/cost on this account.

- 9) I/we have deposited and uploaded proof of EMD deposit for Rs. .... for the work.
- 10) If my/our tender is not accepted, this sum shall be returned to me/us latest within 30th day of award of contract. If my/our tender is accepted, the earnest money shall be returned to me/us on my/our entering into contract agreement duly furnishing performance/additional performance security deposit. If upon intimation being given to me/us by the Construction & Design Services, U. P. Jal Nigam of performance security/additional performance security deposit defined in Tender Document, I/we fail to deposit the same, then I/we agree to the forfeiture of the earnest money.
- 11) I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee/Additional Performance Guarantee.
- 12) Any notice required to be served on me/us if delivered to me/us personally or forwarded by post to me/us (registered) or left at my/our address given herein, such notice shall if sent by post, be deemed to have been served on me/us at the time when in due course of post, it would be delivered at the address to which is sent.
- 13) I/we fully understand that the written agreement (to be entered into between me/us and the Construction & Design Services, U. P. Jal Nigam) shall be the foundation of the rights of both the parties and contract shall not be deemed to be complete until agreement has first been signed by me/us and then by the proper officer authorized to enter into contract on behalf of the Construction & Design Services, U. P. Jal Nigam.
- 14) I/we understand that you are not bound to accept the lowest or any bid you receive.
- 15) Encl: As above

Address with phone No.

Signature of Contractor/Tenderer

Name-

Dated the ..... day of ..... 202

Signature of Witnesses:

1.5 COVER B

1.6 FINANCIAL PROPOSAL

**1.7 APPENDIX B**

**FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

FROM: (Name of Firm)

To: (Name and Address of Employer)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Ladies/Gentlemen:

Subject: Hiring of Consultants' Services for \_\_\_\_\_  
\_\_\_\_\_ Financial Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal date [*Date*], and out (technical and Financial Proposals). We submit our financial proposal in the format attached:

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, i.e., [*Date*].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".

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

We remain,

Yours sincerely,

Authorized Signature:  
Name and Title of Signatory:  
Name of the Firm:  
Address:

## FINANCIAL BID

(This BoQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidder are allowed to enter the bidder's name and values/ percentage only.)

### Price Schedule-A

Sl. No	Project component	Number	Text	Rate (LS in Rupees)	
		Quantity	Unit	In Figures	In Words
BOQ1	Preparation of Integrated Urban Storm Water Drainage Master Plan (IUSWDMP) for Nagar Nigam area, and other allied works as per specified scope of works. <b>The quoted rate shall not include GST.</b>		LS		

**In Price Schedule A, the bidder needs to fill the cost of lumpsum basis.**

**"Number Quantity" refers to 1 number of Master Plan whose cost is asked in the BoQ on Lumpsum basis.**

### Price Schedule-B

For DPR Preparation following percentage shall be considered based on the cost of the DPR.

Bidders need to fill the percentage (In Column-B) for the range of the DPR amount mentioned in the below table (In Column-A)

Cost of DPR (Column-A)	Percentage Amount Charged by the Bidder excluding GST (To be filled by the Bidder) (Column-B)
INR 0 Crore -25 Crore	
Above INR 25 Crore -50 Crore	
Above INR50 Crore -100 Crore	
Above INR100 Crore -150 Crore	
Above INR150Crore -200 Crore	
Above INR200Crore - 300 Crore	
Above INR300Crore - 500 Crore	

#### Note-

- 1) It is mandatory for the Bidder to fill both the BoQ Sheets (BoQ-1 & BoQ-2). If the Bidder fails to fill both the sheets, BoQ submitted by the Bidder will be considered Incomplete will be rejected.**

- 2) It is to be noted by the bidder that for payment purposes for DPR preparation fees, the DPR cost shall not include GST, centage charge, bought out items, transmission line charges, payment to other department, labour cess, contingencies, TPI charges and any other statutory dues will not be considered. However, while preparing the DPR all the above charges shall be included.
- 3) It should be noted by the bidder that for each slab mentioned above in the table, upper limit of the cost of the DPR will be taken into account while doing financial evaluation.

For Example- If the Bidder fills A % charges for 0-25 Crore cost range of the DPR. Authority will calculate the cost based on the following formula-

Amount to be Paid to the Bidder by the Authority= (25 Crore) \*(A%)

- 4) In case of discrepancy between quoted rate in figures and quoted rate in words; rates quoted in words shall prevail.
- 5) In BOQ 1, the bidders shall quote for all the catchment that contribute to the runoff in ULB area even if it is outside the ULB or Development Authority Area. The administrative area of ULB or development authority area doesn't govern the cost.
- 6) DPR cost shall not include GST, payments to other department, NOC payments, TPI charges, Bought out item charges, Centage, Labour cess, Contingencies etc.
- 7) This is to be noted by the bidder that-“To calculate the total contract cost quoted by the bidder (Including BoQ-1 and BoQ-2), following formula will be used-

Total Contract Cost quoted by any particular Bidder= LS Cost quoted by the bidder to prepare the Master Plan (BoQ No.1)+ Average of all the DPR preparation Cost quoted by the bidder (BoQ No.2)”

For Example- If Bidder fills the cost in BoQ No. 1 as Rs. A and in BoQ No. 2, the average of “Total Amount without Taxes” comes to Rs. B. Then, while doing the financial evaluation, Total Contract Cost will be considered as= A+B

### 1.8 Annexure-1 (FORM OF BANK GUARANTEE FOR EMD)

1. KNOW ALL MEN by these presents that we .....  
(Name of Bank) having our registered office at ..... (Name of country) (hereinafter called "the Bank") are bound unto Director, C & DS Unit – ....., U.P. JAL NIGAM (Urban),.....in the sum of Rs. ....for which payment will and truly to be made to the said C & DS, U.P. JAL NIGAM (URBAN) the Bank binds itself, its successors and assigns by these presents.
2. WHEREAS..... (Name of Bidder) (hereinafter called "the Bidder") has submitted its tender dated.....for **(Name of Work)** ..... hereinafter called the tender. Enwreathe Bidder is required to furnish a Bank Guarantee for the sum of Rs .....() as E.M.D. against the Bidder's offer as aforesaid. AND WHEREAS \_\_\_\_\_(Name of Bank) have, at the request of the Bidder, agreed to give this guarantee as hereinafter contained.
3. We further agree as follows:
  - a. That C & DS, U.P. JAL NIGAM (URBAN) may without affecting this guarantee grant time or other indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between C & DS, U.P. JAL NIGAM (URBAN) and the Bidder.
  - b. That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Bidder.
  - c. That any account settled between C & DS, U.P. JAL NIGAM (URBAN) and the Bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned buys.
  - d. That this Guarantee commences from the date hereof and shall remain in force till \_\_\_\_\_(date to be filled up) (up to 150 days from the last date of submission of tender).
  - e. That the expression 'the Bidder' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

#### **THE CONDITIONS OF THIS OBLIGATION ARE:**

If the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid, or if the Bidder does not accept the correction of his tender price in terms of Clause 28 of the "Instructions to Bidders". if the Bidder having been notified of the

acceptance of his tender by C & DS, U.P. JAL NIGAM (URBAN) during the period of tender validity :

- fails or refuses to furnish the Performance Security in accordance with Clause 32 of the “Instructions to Bidders “and/or
- fails or refuses to enter into a Contract within the time limit specified in contract data.

We undertake to pay C & DS, U.P. JAL NIGAM (URBAN) up to the above amount upon receipt of his first written demand, without C & DS, U.P. JAL NIGAM(URBAN) having to substantiate his demand provided that in his demand C & DS, U.P. JAL NIGAM(URBAN) will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b), (c) mentioned above, specifying the occurred condition or conditions.

Signature of .....

Authorized Official  
of the Bank  
Signature of  
thewitness

.....

Name of Official .....

Designation .....

Name of the Witness

.....

Stamp/Seal of the Bank .....

Address of the Witness.....

**Annexure-2**  
**Pre-Bid Query Format**

<b>#</b>	<b>Reference Clause No.</b>	<b>Reference Page No.</b>	<b>Clause as Mentioned in RFP</b>	<b>Clarification Required by the Bidder</b>

**Note-**

- 1) It should be noted by the bidder that the pre-bid queries received in the format provided in Annexure-2 will only be considered. Any deviation/ change in the format of the Pre-Bid Query Submission may lead to rejection of the pre-bid queries received by the bidder.
- 2) It should also be noted by the bidder that the Pre-Bid Queries submitted by the bidder should be in PDF as well as Excel format also and Bidder need to sign on both the formats while submitting the pre-bid queries.