



REQUEST FOR PROPOSAL (RFP)
for engagement of

TECHNICAL CONSULTANTS
for
PROJECT MANAGEMENT UNIT (PMU)

PART I: RFP DOCUMENT

June 2024

RFP/01/UTD/2024-2025
Directorate of Urban Transport, Department of Urban Development
Government of Uttar Pradesh

Directorate of Urban Transport
Room No.305, 3rd Floor
Urban Training & Research Centre & Directorate of Local Bodies
Sector - 7, Gomti Nagar Extension, Lucknow: 226 002

Disclaimer

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

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

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

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

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

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

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

The Applicant 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 Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Glossary

Agreement	As defined in Schedule 2
Agreement Value	As defined in Schedule 2
Applicable Laws	As defined in Schedule 2
Applicant	As defined in Clause 2.2.2
Consultancy	As defined in Clause 1.2.1
Authorised Signatory	As defined in Clause 2.12.2
Authority	As defined in Clause 1.1.1
Conditions of Eligibility	As defined in Clause 2.2.1
Conflict of Interest	As defined in Clause 2.3.1
Consultancy	As defined in Clause 1.2.1
Consultant	As defined in Clause 1.2.1
CV	Curriculum Vitae
Deliverables	As defined in Schedule 1
Documents	As defined in Clause 2.11.1
Effective Date	As defined in Schedule 2
Eligible Assignments	As defined in Clause 3.1.4
Financial Proposal	As defined in Clause 2.14.1
GoUP	Government of Uttar Pradesh
INR, Rs.	Indian Rupee(s)
Technical Experts	As defined in Clause 2.2.3 (c)
LoA	Letter of Award
PMU	Project Management Unit
Prohibited Practices	As defined in Clause 4.1.1
Proposal	As defined in Clause 1.2.1
Proposal Due Date or PDD	As defined in Clause 2.15.1
Proposal Evaluation Committee	As defined in Clause 2.21.3
Proposal Security	As defined in Clause 2.19.1
Retainership Fee	As defined in Clause 2.14.1
RFP	As defined in Disclaimer
RFP Document	AS defined in Clause 1.4.3
Scheduled Bank	As specified in RBI Act, 1934
Selected Applicant	As defined in Clause 1.6.1
Selection Process	As defined in Clause 1.6.1
Statutory Auditor	An Auditor appointed under Applicable Laws
Support Staff	As defined in Clause 2.2.6
Technical Experts	As defined in Clause 2.2.3 (C)
Technical Proposal	As defined in Clause 2.13.1

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

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1. INTRODUCTION

1.1 Background

1.1.1 The Directorate of Urban Transport (“**Authority**”), has been constituted under the Department of Urban Development, Government of Uttar Pradesh (“**GoUP**”) as the nodal department for planning, execution and management of City Bus System (“**CBS**”) in the state. As a part of this endeavour, the Authority is currently undertaking an ambitious program to improve and facelift the City Bus System in major urban areas of Uttar Pradesh. The actions seek to:

- a) Formulate strategies and policies for sustainable transport system at both State and City level;
- b) Promote City Bus Services across major urban areas of the state;
- c) Introduce environmental friendly mobility solutions through introduction of Electric Buses;
- d) Hand-hold and technical support the City Transport Special Purpose Vehicles (SPVs)¹ for implementation of CBS;
- e) Plan and implement the required infrastructure i.e. City Bus Terminals, Bus Depot, Charging Infrastructure etc. across the state.

1.1.2 However, for sustainable transport systems, the Authority has to undertake institutional, structural and fiscal reforms, build adequate capacities, improve service delivery of the existing system, invest on the identified transport infrastructure projects and enhance the local competitiveness for involvement of private sector in designing, financing, operation and maintenance of urban transport infrastructure projects. Considering the current limited technical capacities of the Authority, the services of Technical Experts is envisaged for establishing a project management unit (“**PMU**”) for finalising strategies, action plans, policies for Urban Transportation System in the state.

1.1.3 The main objectives of PMU is to work out both short-term and long-term transportation strategies; finalise action plans to achieve the identified strategies and provide day-to-day technical support to the Authority and SPVs for implementing various Schemes/Programs for efficient mobility of the city/region’s populace in a manner which is environmentally sustainable and socially equitable.

1.2 Request for Proposal

1.2.1 The Authority is now inviting proposals (“**Proposal**”) from experienced, qualified and interested Firms for selection of a Technical Consultant (the “**Consultant**”), who shall assist the Authority in establishing the PMU and provide requisite technical, financial and managerial support to undertake the Scope of Services as given in Schedule 1 in a time bound manner (“**Consultancy**”).

1.2.2 The Authority intends to select the Consultant through an open competitive Selection Process in accordance with the procedure set out herein.

¹The present framework of the public transport system mainly, the City Bus Services (CBS) have been housed, developed and implemented through Special Purpose Vehicles (SPVs), incorporated under the Companies Act. Since 2010, these SPVs are operating and maintaining the City Bus Services under the guidance of the Directorate.

1.3 Due diligence by Applicants

- 1.3.1 Applicants are encouraged to inform themselves fully about the Consultancy and the local conditions before submitting the Proposal by paying a visit to the Authority and sending written queries to the Authority, on the date and time specified in Clause 1.8.

1.4 RFP Document

- 1.4.1 The RFP shall be available on the e-Tendering website (<https://etender.up.nic.in>) and may be downloaded by the interested Applicants. The aforesaid documents and any addendum/corrigendum issued subsequent to this RFP will be deemed to form part of the RFP Document.

- 1.4.2 The Applicant shall deposit (on-line mode through RTGS/NEFT²) the RFP Document Fee of Rs 5000.00 (Rupees Five Thousand only) + 18% GST as applicable (non-refundable). Any Proposal not accompanied with RFP Document Fee will be summarily rejected by the Authority as being non-responsive and the Proposal of such Applicant shall not be evaluated further.

- 1.4.3 The Authority shall receive Proposals pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the “RFP Document”), and all Proposals shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.8 for submission of Proposal.

1.5 Validity of the Proposal

- 1.5.1 The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date.

1.6 Brief description of the Selection Process

- 1.6.1 The Authority has adopted a single-stage two-step process (collectively the “**Selection Process**”) in evaluating the Proposals comprising technical and financial proposals to be submitted on-line through the e-Tendering portal (<https://etender.up.nic.in>). In the first stage, a technical evaluation shall be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation shall be carried out based on the Monthly Retainership Fee as quoted by the Applicants as specified in Clause 3.3. Proposals shall finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant (the “**Selected Applicant**”) shall be called for negotiation, if necessary, while the second ranked Applicant will be kept in reserve.

² Account Name: UP DUTF STATE NODAL ACCOUNT; Account No.: 00000035406635067; Branch: Jawahar Bhawan, Lucknow; Bank Name: State Bank of India; IFS Code: SBIN0006144

1.7 Currency for evaluation and Payment

1.7.1 For the purposes of evaluation of Proposals of Applicants, only INR will be considered as the applicable currency. All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP.

1.8 Schedule of Selection Process

1.8.1 The Authority would endeavor to adhere to the following schedule:

Downloading of RFP Documents	22 nd June, 2024, 11:00 am onwards from https://etender.up.nic.in
Submission of queries/clarifications	Applicants shall have to post their queries on e-mail address jdutdgoup@gmail.com on or before 01 st July, 2024 upto 11.00 Hrs.
Nodal Officer	Joint Director, Directorate of Urban Transport Department of Urban Development Urban Training & Research Centre & Directorate of Local Bodies, Room No.305, 3 rd Floor, Sector – 7 Gomti Nagar Extension, Lucknow: 226002 E-mail: jdutdgoup@gmail.com Contact: Web site: http://uputd.gov.in
Pre-Bid Meeting	01 st July, 2024; 15.00 Hrs. IST at Directorate of Urban Transport, Room no 305, Sector-7, Gomti Nagar Extension, Lucknow: 226002
Proposal Due Date (PDD) ³	12 th July, 2024; 15.00 Hrs. IST
Opening of Technical Proposals	12 th July, 2024; 17.00 Hrs. at Directorate of Urban Transport, Room no 305, Sector-7, Gomti Nagar Extension, Lucknow: 226002
Opening of Financial Proposals	To be intimated later only to Short-listed Applicants
Letter of Award (LoA)	Within 7 days from opening of Financial Proposals
Signing of Agreement	Within 7 days from the acceptance of LoA
Validity of Proposals	120 days of PDD

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an Applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process. The manner

³ Please visit <https://etender.up.nic.in>

in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process or selection shall be given and that the Authority's decisions are without any right of appeal whatsoever.

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this RFP. The Technical Proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Selected Consultant shall be required to enter into an agreement with the Authority in the form specified at Schedule 2 (the "Agreement"). The Agreement sets forth the detailed terms and conditions including the scope of the works of Consultancy services.

2.2 Conditions of Eligibility

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the "**Conditions of Eligibility**") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility shall be considered for evaluation.

2.2.2 An Applicant may either be a sole proprietorship firm/ a partnership firm/ a company incorporated under the Companies Act 1956/2013 ("**Applicant**"). No Joint Venture or Consortium of Firms is allowed in response to this invitation.

2.2.3 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

A. Technical Capacity:

- a) The Applicant shall be in advisory/consultancy business for at least ten (10) years preceding the PDD in India.
- b) The Applicant shall have, undertaken a minimum of 2 (two) Eligible Assignments as specified in Clause 3.1.4. in the past 5 years preceding the PDD.

B. Financial Capacity: The Applicant shall have received a minimum of Rs. 50 crore (Rupees Fifty crore only) per annum as professional fees during each of the three financial years (2021-2022, 2022-2023, 2023-2024) preceding the PDD. For the avoidance of doubt, professional fees hereunder refer to fees received by the Applicant for providing advisory or consultancy services to its clients.

C. The Consultant shall provide the following Technical Experts ("**Technical Experts**") and mobilise and demobilise the Technical Experts with concurrence of the Authority.

a) For Office Location: Directorate of Urban Transport, Lucknow

Senior Consultants (Full-time)	
Expertise	Public Transport Expert cum Team Leader
Educational Qualification	Master's Degree in Planning with specialisation in Transport or relevant field
Length of Professional Experience	Minimum 10 Years
Responsibilities	<ul style="list-style-type: none"> ● lead and guide the team for execution of bus projects; ● Good understanding of urban public transport including environmentally friendly sustainable transport development; ● providing expert inputs in assessment of the current urban transport scenario in the state; ● undertaking discussions with the Authority /Stakeholders for development of various future scenarios; ● detail out various projects for sustainable urban transport development, multi-modal transport integration, information & communication technologies relevant to urban transport, and their adoption in increasing stakeholder satisfaction; ● undertaking demand assessment cum viability study; ● financing approaches and modalities including finalising public-private partnership (PPP) enabling policy and regulatory frameworks specific to transport sector; ● bring in the international best practices and perspective of ever evolving urban transport strategies.
Major Projects undertaken	<p>a) Comprehensive Mobility Plan (CMP)/ Integrated Mobility Plan (IMP)/ Comprehensive Traffic & Transportation Study for urban areas;</p> <p>b) Feasibility/DPR Studies for Urban Transport Projects;</p> <p>c) PPP Advisory for City Bus Services, BRTS, Metro, Bus Terminal, Parking projects;</p> <p>d) Policies Studies / Strategies and Vision documents related to Urban Transport</p> <p>e) Experience of Electric/CNG Bus Operation and monitoring;</p> <p>f) Bus Depot infrastructure review and planning;</p> <p>g) Experience in IPT planning</p> <p>h) Experience in Last mile connectivity based planning work and projects</p>
Expertise	Procurement Expert
Educational Qualification	Post Graduate Degree in Engineering/MBA (Finance) or CA/ICWA/ Masters in Planning/ Masters in Economics
Length of Professional Experience	Minimum 7 Years

Responsibilities	<ul style="list-style-type: none"> ● Guidance to the Authority for finalising Procurement Plans based on UP Procurement Rules/Model Documents; ● Finalising procurement documents i.e. EoI/RFQ/RFP including Project Information Memorandum and Contract Documents; ● Assistance in bid process management; ● Assistance during Pre-Bid Meetings – attending to the queries raised by Bidders; finalising presentations, recording minutes of meetings etc. ● Finalise Bid Summary Notes
Major Projects undertaken	<p>a) Preparation of Procurement Documents for Urban Transport and Urban Infrastructure related Projects and PPP transactions advisory across various sectors of development;</p> <p>b) Experience in Public Procurement;</p>
Expertise	IT/MIS Expert
Educational Qualification	Degree in Computer Science, Information Systems, Information Technology or related field
Length of Professional Experience	Minimum 7 Years
Responsibilities	<ul style="list-style-type: none"> ● responsible for carrying out all the Management Information Systems (MIS) tasks related to on-going and proposed projects of city bus services for consolidated Monitoring and Evaluation; ● Review quarterly reports received from City Transport SPVs and recommend necessary action to be taken for improving the performance; ● Evaluate city bus operation performance from MIS reports and recommend measures for efficient operations; ● Provide Capacity building in cities for Route Selection, Operations Planning & Scheduling of e-Bus Fleet; ● Develop web-based interface and database of the city bus system and facilitate real-time monitoring of project activities; ● Provide technical support and capacity building on web-database development and maintenance to City Transport SPVs; ● Develop Mobile App/ Digital Payment implementation of the city bus services and hand-hold the SPVs for smooth implementation; ● Implementation of CUG Card/ NCMC Card Payment; ● Development of specifications for ITMS, preparation of statement of work; and monitoring & performance evaluation of platform; ● Handhold the adoption of centralised ITMS solutions to the cities/Public transport authorities

Major Projects undertaken	<p>a) At least one Project on web-based database design and development, implementation and management. Should also be experienced with Geographic Information Systems and Information System Management Application.</p> <p>b) At least one Project on Mobility Application database design and development.</p> <p>c) Experience of Digital payment implementation.</p> <p>d) At least one Project on web-based database design and development; implementation and management of Planning and Scheduling Applications.</p> <p>e) Should also be experienced in web based Depot Management System</p> <p>f) Experience in Transport sector is desirable.</p>
Expertise	Urban Infrastructure Expert
Educational Qualification	Masters in Urban Planning/ Infrastructure Planning/ Civil Engineering
Length of Professional Experience	Minimum 7 Years
Responsibilities	<ul style="list-style-type: none"> ● understanding of City Bus service system/BRTS etc.; ● analysis of existing transport infrastructure; ● Assist the PMU in “gap assessment” of existing system; ● identification and conceptualisation of infrastructure projects; ● Undertake Pre-feasibility studies including financial analysis to assess the viability of the identified projects; ● assist the Authority in project structuring, assessing whether the project would be viable/value additive if done on PPP and ● developing proposals for accessing funds from various sources including central and state governments;
Major Projects undertaken	<p>a) Pre-feasibility studies/DPR related to Urban Infrastructure/Urban Transport Projects;</p> <p>b) Project development of E Bus Depot/ Stations/ Public Charging;</p> <p>c) EV Charging Infrastructure</p>
Mid-Level Consultants (Full-time)	
Expertise	Finance Expert
Educational Qualification	MBA (Finance) or CA/ICWA/ Masters in Economics
Length of Professional Experience	Minimum 4 Years
Responsibilities	<ul style="list-style-type: none"> ● Responsible for carrying out detailed financial analysis including project structuring exercises; ● Asset valuation of Client Organization; ● Development of Non-Fare Revenue option; ● Support in preparation of tender document, Feasibility

	<p>Studyand others related to identified Projects;</p> <ul style="list-style-type: none"> ● Support in fare charges related policy and its related works; ● Any other works related to Financial Expert assigned by DUT
Major Projects undertaken	<ul style="list-style-type: none"> ● Feasibility study of infrastructure related work ● Experience in PPP based infrastructure development; ● Any other related works;
Expertise	Urban Transport Planner
Educational Qualification	Master's Degree in Transport Planning/ Transport Engineering/ Infrastructure Planning or related field
Length of Professional Experience	Minimum 4 Years
Responsibilities	<ul style="list-style-type: none"> ● Understanding of City Bus service system/BRTS etc.; ● Review of Existing Transport network of Public Transport, IPT and MRTS ● Review of existing Infrastructure of City Bus services in various cities of Uttar Pradesh ● Review of City bus routes and its related information on GIS platform ● Preparation of new routes for bus operation in various cities of Uttar Pradesh ● Support in analysis of existing and future Charging infrastructure ● Support in "Gap assessment" of existing system ● Support in identification and conceptualization of infrastructure projects; ● Support in Non Fare revenue studies and its related works ● Undertake pre-feasibility studies including financial analysis to assess the viability of the identified projects; ● Assist the Authority in project structuring , whether the project would be viable/value additive if done on PPP and ● Developing proposals for accessing funds from various sources including central and state governments;
Major Project Undertaken	<ul style="list-style-type: none"> ● Pre-feasibility studies/DPR related to Urban Infrastructure/Urban Transport Projects; ● Planning of bus depot/ city bus terminal/Public Charging stations and other bus infrastructure; ● Route Planning related works;
Expertise	Monitoring & Evaluation Expert
Educational Qualification	Degree in Engineering or Master degree in Economics/Statistics/MBA or PGDM or relevant field
Length of Professional Experience	Minimum 4 Years
Responsibilities	<ul style="list-style-type: none"> ● Collect data/information of the ongoing/ proposed city bus and related infrastructure projects and develop framework for monitoring; ● Analyze data collected from City Transport SPVs and assess the value and impact of different

	<p>schemes/programs;</p> <ul style="list-style-type: none"> ● determine and monitor KPIs of the on-going Contract and suggest measures for improving the performance of the city bus systems; ● Monitoring and analysis of e-bus performance and charging infrastructure parameters; ● Design, develop and support an effective grievance redress mechanism; ● excellent communication, problem-solving, and organizational skills; ● Develop and monitor project activities, outputs and progress towards anticipated results;
Major Project Undertaken	<ul style="list-style-type: none"> ● Projects undertaken for reviewing KPIs, or processes for monitoring progress; ● Generate data and information to support decision-making and improve project/program outcomes ● Experience in Transport sector is desirable.
Expertise	IEC Expert
Educational Qualification	Graduate Degree in Mass Communication and related discipline
Length of Professional Experience	Minimum 4 Years
Responsibilities	<ul style="list-style-type: none"> ● Coordinating between key stakeholders & maintaining clear/crisp communication channels between various stakeholders ● Preparation of Reports, Presentations and its related work ● Inter departmental coordination ● To coordinate collaborative capacities of the local government, international and national organizations ● To understand the requirements of the Authority/ state government and stakeholder ensuring implementation of key projects ● Co-ordination with National/ International institutes for capacity buildings and training programs and its related works ● Training and capacity building to the Authority and SPV ULB Officials, DPR Consultants, Contractors & other related personals related to Project preparation, execution, operation, management & maintenance with the help of team members ● Support in development of Guidelines, policies, SOPs and other related documents related to project. ● Any other work assigned by Authority;
Major Project Undertaken	<ul style="list-style-type: none"> ● Maintaining electronic files and database ● Preparation of Reports and Presentations ● Content Writing

b) For Nodal SPV Office Location: 4 Positions (Lucknow, Meerut, Kanpur, Agra)

Nodal SPV Offices	Cities in the Package
Lucknow	Lucknow, Gorakhpur, Varanasi
Meerut	Meerut, Ghaziabad, Bareilly, Shahjahanpur, Moradabad
Kanpur	Kanpur, Prayagraj and Jhansi
Agra	Agra, Mathura, Aligarh

Junior Consultants (Full-time)	
Expertise	Transport Planner (4 Positions)
Educational Qualification	Degree in Planning/Transport Planning/ Engineering or related field
Length of Professional Experience	Minimum 3 Years
Responsibilities	<ul style="list-style-type: none"> ● Good understanding of urban public transport (bus stop, depot development, parking infra and other); ● providing inputs in assessment of the current urban transport scenario in the respective cities and additional as per requirement; ● undertaking discussions with the Authority /Stakeholders for development of various projects for sustainable urban transport development, multi-modal transport integration; ● ensuring compliance of the various agreements executed; ● understanding of City Bus service system/Intermittent Public Transport etc.; ● Assessment of existing and required transport infrastructure and assist the Authority in “gap assessment” of existing system; ● Collect data/ information of the ongoing/ proposed Projects and develop framework for monitoring ● Assessment of Non Fare Revenue option; ● Provide support in capacity building of SPV officials and other related ● Preparation of Reports, Presentations and its related work ● Inter departmental coordination ● Participate in workshops, conferences and seminars to present research findings and contribute to discussion on electric mobility ● Strong analytical skills including the ability to gather synthesize and interpret data from various sources ● Any other work assigned by Authority.
Projects Undertaken	Comprehensive Mobility Plan (CMP)/ Integrated Mobility Plan (IMP)/ Comprehensive Traffic & Transportation Study for urban areas/Feasibility/DPR

	<p>Studies for Urban Transport Projects/PPP Advisory for City Bus Services, BRTS, Metro, Bus Terminal, Parking projects/Policies Studies / Strategies and Vision documents related to Urban Transport/Experience of Electric/CNG Bus Operation and monitoring Bus Depot infrastructure review and planning</p>
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2.2.4 The Authority expects the Technical Experts to be available during the Term of the Consultancy. The Authority shall not normally consider any request for substitution of Technical Experts. Substitution of more than Four (4) Technical Experts in a year would attract a penalty 2% of the yearly billing amount⁴. The substitution will be permitted, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

- a) The Technical Experts be either permanent full-time employees of the Applicant or have a dedicated full-time contract to work on this Consultancy;
- b) If any Technical Experts proposed is not a permanent employee of the Applicant, a certificate/undertaking from the Technical Expert mentioning his/her availability for the Consultancy. In the absence of such certificate, his/her CV will not be evaluated;
- c) The Applicant is to ensure that the time allocated for the proposed Technical Experts does not conflict with the time allocated or proposed for any other Consultancy;
- d) The Technical Experts shall remain available for the period as indicated in the RFP;
- e) No alternative proposal for any Technical Experts shall be made and only one CV for each position shall be furnished;
- f) A CV shall be summarily rejected if the educational qualification and professional experience of the Technical Experts proposed does not match with the requirement of the RFP;
- g) In the event that any of the key personnel deployed by the consultant been found unsuitable for the assignment or found not adhering to the directions of the Authority or not being able to dispense his duties with due diligence and to the level of satisfaction of the client or causing unwanted delays, etc. The Selected Applicant shall have to arrange for substitution on receiving written orders from the Authority within 15 (fifteen) days. The proposed substitution shall essentially have better or equivalent credentials.

2.2.5 If an individual Technical Experts makes a false statement regarding his qualification, experience or other particulars, he shall be liable to be debarred for any future Consultancy of the Authority for a period of 3 (three) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

2.2.6 In addition, the Consultant may avail of the services of NMT Expert, Traffic Survey Expert, Legal Expert, Training & Capacity Building Expert, Gender Expert etc. (“**Support Staff**”) as and when required for providing various inputs based on Consultancy requirements.

⁴Yearly Billing Amount = Monthly Retainership Fee X 12

- 2.2.7 The Authority reserves the right to engage more number of Technical Experts or Support Staff to meet the emerging requirements of the Consultancy.
- 2.2.8 Any entity which has been barred by the Central Government, or any State Government, or a statutory authority or a public sector undertaking, as the case may be, from participating in any Consultancy and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.9 An Applicant should have, during the last three (3) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant.

2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Proposal Security, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority’s interests paramount, avoid conflicts with other Consultancy or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any Consultancy that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the Consultancy in the best interests of the Authority.
- 2.3.3 Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- a) the Applicant have common controlling shareholders or other ownership interest in the other Applicant;
 - b) a constituent of such Applicant is also a constituent of another Applicant; or
 - c) such Applicant receives or has received any direct or indirect subsidy or grant from any other Applicant; or
 - d) such Applicant has the same legal representative for purposes of this Proposal as any other Applicant; or
 - e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Proposal of either or each of the other Applicant; or
 - f) there is a conflict among this and other consulting assignments of the Applicant (including its Technical Experts). While providing Consultancy Services to the

Authority for this particular Consultancy, the Consultant shall not take up any Consultancy that by its nature will result in conflict with the present Consultancy.

2.3.4 An Applicant eventually appointed to provide Consultancy, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Consultancy and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) years from the completion of this Consultancy or to any consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority.

2.4 Number of Proposals

2.4.1 No Applicant shall submit more than one Proposal for the Consultancy.

2.5 Cost of Proposal

2.5.1 The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and participation in the Selection Process and visits to the Authority, etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Acknowledgement by Applicant

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

- a) made a complete and careful examination of the RFP Document;
- b) received all relevant information requested from the Authority;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.5 above;
- d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.5 herein above, necessary and required for submitting an informed Proposal and performance of all of its obligations there under;
- e) acknowledged that it does not have a Conflict of Interest; and
- f) agreed to be bound by the undertaking provided by it under and in terms hereof.

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

2.7 Right to reject any or all Proposals

2.7.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any or all Proposal and to annul the Selection Process at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Proposals, it may, in its discretion, invite all eligible Applicants to submit fresh Proposals hereunder.

- 2.7.2 Without prejudice to the generality of Clause 2.7.1, the Authority reserves the right to reject any Proposal if:
- at any time, a material misrepresentation is made or discovered, or
 - the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal;
 - If the proposed Technical Experts does not meet the required experience.
- 2.7.3 Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.
- 2.7.4 Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Applicant in relation to acceptance or rejection of any Proposal.

B. DOCUMENTS

2.8 Contents of the RFP

- 2.8.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum/Amendment issued in accordance with Clause 2.10:

Request for Proposal	
1	Introduction
2	Instructions to Applicants
3	Criteria for Evaluation
4	Fraud and Corrupt practices
5	Miscellaneous
Schedules	
1	Terms of Reference
2	Form of Agreement
Annex - 1	Terms of Reference
Annex - 2	Details of Technical Experts
Annex - 3	Abstract of the cost of the Consultancy
Annex - 4	Reimbursable Expenses
	Appendices
Appendix-I	
Form 1	Letter of Proposal
Form 2	Particulars of the Applicant
Form 3	Statement of Legal Capacity
Form 4	Power of Attorney
Form 5	Financial Capacity of Applicant
Form 6	Details of Eligible Assignments of Applicant
Form 7	Particulars of Technical Experts

Form 8	Eligible Assignments of Technical Experts
Form 9	Curriculum Vitae (CV) of Technical Experts
Appendix-II	Financial Proposal
Form 1	Financial Proposal
Form 1A	Breakdown of Monthly Retainership Fee

2.9 Clarifications on RFP

2.9.1 Applicants requiring any clarification on the RFP may send their queries to the Authority by sending emails before the date mentioned in the Schedule of Selection Process at Clause 1.8.

2.9.2 The Authority shall endeavour to respond to the queries by the date mentioned at Clause 1.8. The Authority will post the reply to all such queries on the Official Website without identifying the source of queries.

2.9.3 The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 2.9 shall be construed as obliging the Authority to respond to any queries or to provide any clarification.

2.10 Amendment of RFP

2.10.1 At any time prior to the PDD, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP by the issuance of Addendum/ Amendment. All such amendments will be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.

2.10.2 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the PDD.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.11 Language

2.11.1 The Proposal with all accompanying documents (“Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the prescribed forms provided in this RFP.

2.12 Format and signing of Proposal

2.12.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received online in the specified forms and complete in all respects and RFP processing Fee, Proposal Security and POA are received in hard copies. Incomplete and /or conditional Proposals shall be liable to rejection.

2.12.2 The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the

person(s) signing the Proposal. The Proposals must be properly signed by the authorised signatory (the “Authorised Signatory”) as detailed below:

- a) by the Proprietor, in case of a proprietary firm; or
- b) by a Partner, in case of a partnership firm and/or a limited liability partnership; or
- c) by a duly Authorised person holding the Power of Attorney, in case of a Limited Company or a Corporation; or
- d) A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal, provided, however, that such Power of Attorney would not be required if the Proposal is signed by a Partner or Director (on the Board of Directors) of the Applicant.

2.12.3 The Applicant shall submit the Technical Proposal and Financial Proposal online through e-procurement portal <https://etender.up.nic.in> comprising of the following documents along with supporting documents as appropriate.

2.13 Technical Proposal

2.13.1 The Applicant shall submit the technical proposal strictly as per the forms given in Appendix-I (“Technical Proposal”).

2.13.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- a) all forms are submitted in the prescribed formats and signed by the Authorised signatory;
- b) Power of Attorney (PoA), if applicable, is executed as per Applicable Laws;
- c) CVs of all Technical Experts have been included;
- d) the CVs have been recently signed and dated, by the respective Technical Experts and counter-signed by the Authorised Signatory;
- e) the Proposal is responsive in terms of Clause 2.22;
- f) Copies of Applicant’s duly audited balance sheet and profit and loss statement for preceding 3 years;
- g) Certificate(s) from its Statutory Auditors/ Chartered Accountants stating its total revenues from professional fees during each of the past 3 (three) financial years;
- h) Copy of Proposal Security of Rupees Seven Lakh only (Rs. 7.0 Lakhs);
- i) Copy of Proof of payment of Rs. 5,000 (Rupees Five Thousand only) + GST as applicable towards cost of RFP Document Fee.

2.13.3 The Applicant shall submit the following documents physically before PDD:

- a) Original Power of Attorney for signing the Proposal as per format at Appendix- I Form 4;
- b) Original Proposal Security of Rupees Seven Lakh only (Rs. 7.0 Lakhs) in the form of Demand Draft from a Scheduled or Nationalised Bank.

The documents listed at Clause 2.13.3 shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “RFP for engagement of Technical Experts for the Project Management Unit (PMU)” and shall clearly indicate the name and address of the Applicant and shall be addressed to the Nodal Officer mentioned at Clause 1.8.

- 2.13.4 If the envelopes is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.
- 2.13.5 Failure to comply with the requirements spelt out in this Clause 2.13 shall make the Proposal liable to be rejected.
- 2.13.6 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.13.7 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP Document. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.13.8 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LoA or entering into of the Agreement, and if the Selected Applicant has already been issued the LoA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP Document, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Advisor, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Proposal Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.14 Financial Proposal

- 2.14.1 Applicants shall submit the Financial Proposal (strictly as per the format and instructions of e-procurement portal) in the Form-I of Appendix-II (“**Financial Proposal**”) clearly indicating the monthly retainership fee (“**Retainership Fee**”) in both figures and words, in Indian Rupees, and signed by the Authorised Signatory. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- 2.14.2 While submitting the Financial Proposal, the Applicant shall ensure the following:
- a) All the costs associated with the Consultancy shall be included in the Financial Proposal. These shall normally cover remuneration for all the Technical Experts, accommodation at work location, local conveyance, equipment, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any

- assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- b) Applicable taxes associated with the Monthly Retainership Fee payable by the Authority should be shown separately and would be paid as per actuals. However, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
 - c) The break-up of the Monthly Retainership Fee payable by the Authority shall be shown as per forms given in Appendix II of this RFP. The breakup of remuneration, out-of-pocket expenses and other costs should match the total cost (Monthly Retainership Fee) of the Financial Proposal.
 - d) Applicant submitting Financial Proposal in physical form will have their Proposal rejected.

2.15 Proposal Due Date

2.15.1 Proposal should be submitted at or before 1500 hrs on the Proposal Due Date specified at Clause 1.8 (“PDD”) in the manner and form as detailed in this RFP Document. The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Applicants.

2.15.2 The Proposal comprising of the document listed at Clause 2.13.2 of the RFP shall be submitted online through e-procurement portal on or before the PDD. Documents listed at Clause 2.13.4 of the RFP shall be physically submitted on or before the PDD, at the address provided in Clause 1.8 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified in Clause 1.8.

2.15.3 The Authority shall not be responsible for any non-receipt/non submission of any Proposal owing to any technical issue at e-procurement portal. The Applicants are requested to make online submission well in advance.

2.16 Late Proposals

2.16.1 E-procurement portal <https://etender.up.nic.in> shall not allow submission of any Proposal after the prescribed date and time at Clause 2.15. Physical receipt of documents listed at Clause 2.13.3 of the RFP after the prescribed date and time at Clause 2.15 shall not be considered and the Proposal shall be summarily rejected.

2.17 Modification/ substitution/ withdrawal of Proposals

2.17.1 The Applicant may modify, substitute or withdraw its Proposal after submission prior to the PDD. No Proposal can be modified, substituted or withdrawn by the Applicant on or after the PDD.

2.17.2 For modification of Proposal, Applicant has to detach its old Proposal from e-procurement portal and upload/resubmit digitally signed modified Proposal. For withdrawal of Proposal, Applicant has to click on withdrawal icon at e-procurement portal and can withdraw its e-Proposal. Before withdrawal of a Proposal, it may specifically be noted that after withdrawal of a Proposal for any reason, Applicant cannot re-submit e- Proposal again.

2.17.3 Any alteration/ modification in the Proposal or additional information supplied subsequent to the PDD, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.18 Submission of Proposals

2.18.1 Proposal must be submitted online only through e-procurement portal of the Authority <https://etender.up.nic.in> using the digital signature of Authorised Signatory of the Applicant on or before PDD.

2.18.2 The Applicant shall submit his Proposal online following the instruction appearing on the screen. A buyer manual containing the detailed guidelines for e-procurement is also available on e-procurement portal.

2.18.3 The documents listed at Clause 2.13.2 shall be prepared and scanned in different files (in PDF format) and uploaded during the on-line submission of Proposal.

2.19 Proposal Security

2.19.1 The Applicant shall furnish as part of its Proposal, a proposal security of Rupees Seven Lakh only (Rs. 7.0 Lakhs) in the form of a Demand Draft issued by Nationalised Bank, or a Scheduled Bank in India, in favour of the Authority (the “**Proposal Security**”).

2.19.2 Any Proposal not accompanied by the Proposal Security shall be summarily rejected by the Authority as non-responsive.

2.19.3 Save and except as provided in Clauses 2.19.1 above, the Proposal Security of unsuccessful Applicants will be returned by the Authority, as promptly as possible on acceptance of the Proposal of the Selected Applicant or when the Selection Process is cancelled by the Authority, and in any case within 90 (ninety) days from the PDD.

2.19.4 The Selected Applicant’s Proposal Security shall be returned, upon the Consultant signing the Agreement. The Authority shall not be liable to pay any interest on the Proposal Security amount.

2.19.5 The Applicant, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy hereunder or in law or otherwise, the Proposal Security, if available, shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- a) If an Applicant submits a non-responsive Proposal;
Subject however that in the event of encashment of Proposal Security occurring due to operation of para 2.19.5 (a), the Damage so claimed by the Authority shall be restricted to 10% of the value of the Proposal Security.
- b) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;

- c) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3;
- d) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- e) In the case of Selected Applicant, if it fails within the specified time limit
 - 1) to sign and return the duplicate copy of LoA or
 - 2) to sign the Agreement.

D. EVALUATION PROCESS

2.20 Online Opening of Proposals

2.20.1 Opening of Proposals will be done through online process.

2.21 Opening of Technical Proposals

2.21.1 The Authority shall open the Technical Proposals received online at the time, date and the place specified in Clause 1.8 and in the presence of the Applicants who choose to attend. Technical Proposal of only those Applicants shall be opened online whose documents listed at Clause 2.13.3 of the RFP have been physically received.

2.21.2 The Applicants names and the presence or absence of requisite Proposal Security and such other details as the Authority at its discretion may consider appropriate, shall be announced at the opening.

2.21.3 The Proposal Evaluation Committee constituted by Government of Uttar Pradesh (“Proposal Evaluation Committee”) will subsequently examine and evaluate the Proposals in accordance with the provisions set out in this Section.

2.21.4 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.21.5 If an Applicant does not provide clarifications sought under Clause 2.21.4 within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

2.22 Tests of Responsiveness

2.22.1 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- a) the Technical Proposal is received in the form specified at Appendix-I;
- b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.15;
- c) Documents listed at Clause 2.13.3 are received physically by PDD;
- d) it is accompanied by the Proposal Security as specified in Clause 2.19.1;
- e) it contains all the information (complete in all respects) as requested in this RFP;
- f) it does not contain any condition or qualification; and
- g) it is not non-responsive in terms hereof.

2.22.2 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.23 Evaluation Parameters

2.23.1 Assessment of Eligibility Criteria of only those Applicants shall be carried out whose Proposals is meeting Condition of Eligibility and uploaded scanned copies of all required documents pursuant to Clauses above.

2.23.2 The Authority shall examine and evaluate the Eligibility Criteria of each Proposal upon determining its eligibility as per Clause 2.23.1 above.

2.23.3 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP Document.

2.23.4 After the technical evaluation, the Authority shall prepare a list of shortlisted Applicants in terms of Clause 3.2 for opening of their Financial Proposals. The Authority shall inform the date, venue and time of online opening of the Financial Proposals to the shortlisted Applicants through e-procurement portal as mentioned in Clause 1.8 and e-mail.

2.23.5 The Authority shall online open the Financial Proposals in the presence of the authorised representatives of the shortlisted Applicants who may choose to attend. The Authority shall prepare a record of opening of Financial Proposals. Before opening of the Financial Proposals, the list of shortlisted Applicants along with their Technical Score will be read out. The Authority shall not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and Clause 3.4.

2.23.6 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.24 Confidentiality

2.24.1 Information relating to the examination, clarification, evaluation, and recommendation for the selection of Consultant shall not be disclosed to any person who is not officially concerned with the Selection Process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

E. APPOINTMENT OF CONSULTANT

2.25 Negotiations

2.25.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Technical Experts, understanding of the RFP, methodology and quality of the Work Plan shall be discussed during negotiations. A Technical Experts who did not score 70% (seventy per cent) marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better candidate to the satisfaction of the Authority. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

2.26 Indemnity

2.26.1 The Applicant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

2.27 Award of Consultancy

2.27.1 After selection, a Letter of Award (the “LoA”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LoA and the next highest ranking Applicant may be considered.

2.28 Execution of Agreement

2.28.1 After acknowledgement of the LoA as aforesaid by the Selected Applicant, it shall execute the Consultancy Agreement within the period prescribed in Clause 1.8. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.29 Commencement of Consultancy

2.29.1 The Selected Applicant shall commence the Consultancy within 15 (fifteen) days of the date of the Agreement or such other date as may be mutually agreed. If the Selected Applicant fails to sign the Agreement as specified in Clause 2.28 or commence the Consultancy as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the LoA or the Agreement, as the case may be, may be cancelled /terminated and the Proposal Security shall be forfeited and appropriated in accordance with the provisions of Clause 2.19.5.

2.30 Proprietary Data

2.30.1 Subject to the provisions of Clause 2.24, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal shall be evaluated on the basis of Applicant's experience and the experience of Technical Experts. Only those Applicants whose Technical Proposals get a score of 70 marks or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest technical score (ST).

3.1.2 Each Technical Experts must score a minimum of 70% marks except as provided herein. A Proposal shall be rejected if any two Technical Experts score less than 70% (seventy per cent) marks.

3.1.3 The scoring criteria to be used for evaluation shall be as follows:

Parameter	Maximum Marks	Criteria
Relevant Experience of the Applicant	40	<p>1) Experience of managing PMU for city e-bus services in India in the past 5 years:10 Marks</p> <p>a) PMU for city bus operations covering more than 5 cities: 5 marks</p> <p>b) Contract management for more than 500 e-buses under a single PMU: 5 marks</p> <p>2) Experience in mobility planning and policy in the past 5 years: 10 Marks</p> <p>a) City Mobility Plan: 5 marks</p> <p>b) Planning for city bus routes along with opportunity charging points: 5 marks</p> <p>3) Experience in financing urban transport in the past 5 years: 10 Marks</p> <p>a) Study on sustainable financing for city bus services: 5 marks</p> <p>b) Setting up of an Urban Transport Fund: 5 marks</p> <p>4) Experience of working on city bus operations in the past 5 years: 10 Marks</p> <p>a) City bus route analysis, scheduling support and preparation of SOPs for city bus operation: 5 Marks</p> <p>b) Implementation of payment support system for city bus services: 5 Marks</p>
Relevant Experience of the Technical	50	<p>a) Requisite academic qualification: 20%;</p> <p>b) Requisite length of experience: 10%;</p>

Experts		c) Relevant professional experience in Infrastructure sector: 30%; d) Experience relevant to Scope of Services & Responsibilities: 40%
Senior Consultants		
Public Transport Expert cum Team Leader	7	
Procurement Expert	7	
IT/MIS Expert	7	
Urban Infrastructure Expert	7	
Mid-Level Consultants		
Finance Expert	3	
Urban Transport Planner	3	
Monitoring & Evaluation Expert	3	
IEC Expert	3	
Junior Consultants		
Transport Planner (4 Positions)	2.5 marks each	
Approach & Methodology	10	1) Understanding of Assignment objective and scope of work- 2 marks 2) Understanding of Uttar Pradesh context- 3 marks 3) Understanding of challenges in managing city e bus services-2 marks 4) Proposed Approach & Methodology: 30 Marks

Applicants are requested to provide the client certificates for the Eligible Assignments. Certificates must confirm the key attributes e.g. size, type, value, duration, scope of work and the Authority reserves the right to check the credentials of the project from the respective client. Inability to produce the certificates will result in lowering of the marks during technical evaluation.

3.1.4 Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/consultancy Assignments in Public Transport or Urban Transport domain for the following projects, shall be deemed as eligible Assignments (the “**Eligible Assignments**”)

Assignments related to city bus services (planning/feasibility studies/ transaction advisory/ PMU for hand-holding support)

3.2 Short-listing of Applicants

3.2.1 All the Applicants shall be ranked subject to the provision under Clause 3.1.1 for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than 2 (two), the Authority may, in its sole discretion, pre-qualify the Applicant(s) whose Technical Score is less than 70 marks, even if such Applicant(s) do(es) not qualify in terms of Clause 3.1.2; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed 2 (two).

3.3 Evaluation of Financial Proposal

3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal shall be assigned a financial score (SF) as specified in Clause 3.3.3.

3.3.2 For financial evaluation, the Monthly Retainership Fee as indicated in the Financial Proposal, shall be considered.

3.3.3 The Authority shall determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the Monthly Retainership Fee payable. Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfil its obligations as per the ToR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (FM) shall be given a financial score (SF) of 100 points. The financial scores of other proposals shall be computed as follows:

$$SF = 100 \times FM/F$$

(F = amount of Financial Proposal)

3.4 Combined and Final Evaluation

3.4.1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times Tw + SF \times Fw$$

Where, Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be 0.8 and 0.2 respectively.

3.4.2 The Selected Applicant shall be the Applicant having the highest combined score. The second highest Applicants shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.24, 2.28 and 2.29, as the case may be.

4. FRAUD AND CORRUPT PRACTICES

4.1 General

4.1.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP Document, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Proposal Security, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.

4.1.2 Without prejudice to the rights of the Authority under Clause 4.1.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA or the execution of the Agreement, such Applicant or Advisor shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Advisor, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.1.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical Advisor/ adviser of the Authority in relation to any matter concerning the Project;
- b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

- c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. MISCELLANEOUS

5.1 Other Conditions

- 5.1.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 5.1.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Applicant in order to receive clarification or further information;
 - c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 5.1.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 5.1.4 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.



REQUEST FOR PROPOSAL (RFP)
for engagement of

TECHNICAL CONSULTANTS
for
PROJECT MANAGEMENT UNIT (PMU)

PART II: RFP DOCUMENT
Schedules & Appendices

June 2024

Directorate of Urban Transport
Room No.305, 3rd Floor
Urban Training & Research Centre & Directorate of Local Bodies
Sector - 7, Gomti Nagar Extension, Lucknow: 226002

RFP/01/UTD/2024-2025
Directorate of Urban Transport, Department of Urban Development
Government of Uttar Pradesh

Schedules & Appendices	
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2	Form of Agreement
Annex - 1	Terms of Reference
Annex - 2	Details of Technical Experts
Annex - 3	Abstract of the cost of the Consultancy
Annex - 4	Government of Uttar Pradesh notification no. 26/2018/632/35-1-2018-6/9(2)/2018 dated September 25, 2018
3	Appendices
Appendix-I	Technical Proposal
Form 1	Letter of Proposal
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Form 3	Statement of Legal Capacity
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Form 5	Financial Capacity of Applicant
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Form 8	Eligible Assignments of Technical Experts
Form 9	Curriculum Vitae (CV) of Technical Experts
Appendix-II	Financial Proposal
Form 1	Financial Proposal
Form 1A	Breakdown of Monthly Retainership Fees

Schedule 1

1. TERMS OF REFERENCE (ToR)

1.1 Scope of Consultancy

1.1.1 The Consultant shall assist the Authority in establishing the PMU and provide requisite technical and managerial support to undertake the Scope of Consultancy as given below in a time-bound manner.

1.1.2 The scope of Consultancy (“**Scope of Consultancy**”) is as follows:

- a) Work closely with the Authority/City Transport SPVs in discharging its functions / responsibilities for overall management of the identified projects, including project planning, budgeting supervision, monitoring and evaluation, reporting and coordination to ensure project development is in accordance with the Sustainable Urban Transport Concept and various other compliances;
- b) Review existing policies, legislative and regulatory constraints in promoting efficient and quality urban transport including rationalization of existing operations;
- c) Assess existing infrastructure requirements and forecast short term and long term requirements;
- d) Review of technical documents and reports prepared by the Authority/ City Transport SPVs and advise on gaps (if any) ensuring that the proposed investments and complementary actions are technically sound and comply with the overall project objectives;
- e) Assess the relevance of the existing strategy, identify the consequences of pursuing alternative transportation strategies and recommend/ update short term, medium term and long-term comprehensive transportation strategy for the state, based on cost benefit analysis of alternatives;
- f) Draw up a list of urban transport measures to be taken up for implementation within a time span of next 10 years;
- g) Finalise Implementation Schedule for achieving various key milestones;
- h) Assistance in Setting up of New City Transport SPVs
 - i. Define SPV structure (Administration, Reporting and Communication);
 - ii. Define Roles and Responsibilities;
 - iii. Drafting of necessary documents for SPV including Dispute Redressal Mechanism;
 - iv. Assistance in setting up SPV including obtaining necessary clearances from concerned Departments of GoUP;
- i) Assist the Authority in appraising new projects and in formulating modifications/additions to previously approved sub-projects, wherever required;
- j) Undertake Pre-feasibility studies, Financial analysis, preparation of Project information Memorandums etc. to appraise the Authority regarding do-ability of the projects;
- k) Preparation of Procurement Documents including finalisation of Terms of Reference, Scope of Consultancy etc. for hiring other technical Experts/Advisors (as and when required);

- l) Finalisation of Bidding Documents (EoI, RFQ, RFP and Contract Agreement) for identified projects based on Model Documents including pre-bid meetings, evaluation, short-listing and selection of Bidders;
- m) Day-to-day technical support to the DUT/ Authority;
 - i. provide comments and opinions sought by the Departments / implementing agencies under the State Government/Government of India with respect to public transport projects being developed / implemented.
 - ii. Assistance to the Authority in preparation of presentations;
 - iii. attend all the meeting at the State on behalf of the Authority for all ongoing projects and related activities;
 - iv. undertake site visits to all the project sites on a regular basis as directed by the Authority;
- n) Training and knowledge transfer to the officials of the Authority and other concerned agencies.

1.2 Term of the Consultancy

- 1.2.1 The initial term of the Consultancy (“**Term**”) shall be for 2 (two) years from the date of signing of the Agreement, unless other-wise terminated by the Authority.
- 1.2.2 The stated Technical Experts are indicative based on current requirements of the Authority. However, the number of Technical Experts based on relevant qualifications and experience may be increased or decreased as per the actual/future requirements of the Authority on approved rate as indicated in the Financial Proposal by the Selected Applicant.
- 1.2.3 The payment to the Consultant shall be made on a monthly-basis. The payment shall be released on submission of the Monthly Progress Report or Monthly Performance Evaluation Report at the end of every month (the format for the Report shall be finalised by the Authority after selection of the Consultant).
- 1.2.4 A review of the performance of the PMU shall be carried out at the second year and the Term shall be further extendable by a period of 2 (two) years on satisfactory delivery of Consultancy on mutually agreed terms.
- 1.2.5 The Annual Retainership Fees shall be enhanced by 5%-10% or as per applicable government rules.

1.3 Deliverables

- 1.3.1 In pursuance of the Scope of Consultancy, the Consultant shall undertake/deliver the following deliverables (the “Deliverables”) during the course of this Consultancy.
 - a) Monthly Progress Report;
 - i. Works undertaken, man hours deployed, key findings, proposed tasks for the next month etc.
 - b) Detailed Report of ‘Key Tasks’ identified under Scope of Consultancy by the Authority.
 - i. The Deliverable shall include an executive summary, analyses, assumptions, results of computations, tables, charts, recommendations, and such other

contents that generally comprise Deliverables for similar work by way of best practices

1.4 Reporting

- 1.4.1 The Technical Experts shall work closely with the Authority. A Designated Officer of the Authority shall be responsible for the overall coordination. He will play a coordinating role in dissemination of PMU's outputs, facilitating discussions, and ensuring required reactions and responses to the Authority.
- 1.4.2 The PMU shall make presentations at various stages as informed by the Designated Officer/ the Authority and other Stakeholders to incorporate various inputs. Regular communication with the Designated Officer/ the Authority is required in addition to all key communications.

1.5 Location of Consultancy

- 1.5.1 The Technical Experts shall be deployed full time at the office of the Authority/ Nodal SPV Office, and shall travel to such locations as and when required by the Authority.
- 1.5.2 Required Office infrastructure including internet connection, scanner, photocopier, printer, papers, office stationaries and other consumables shall be provided by the Authority as per the requirement, along with space for the Technical Experts with lights and office furniture like chairs, tables etc.at Authority cost.

Schedule 2

2. DRAFT AGREEMENT

AGREEMENT

Consultancy for engagement of Technical Experts for the Project Management Unit (PMU) of Directorate of Urban Transport, Government of Uttar Pradesh

This AGREEMENT (hereinafter called the “Agreement”) is made on the _ day of the month of 2024, between, on the one hand, the Director acting through Directorate of Urban Transport, Government of Uttar Pradesh (hereinafter called the “Authority” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, [] (hereinafter called the “Consultant” which expression shall include their respective successors and permitted assigns).

WHEREAS

- A. The Authority vide its Request for Proposal No. [_____] dated [_____] invited Proposals for engagement of Technical Experts for the Project Management Unit of Directorate of Urban Transport, Government of Uttar Pradesh (hereinafter called the “Consultancy”);
- B. the Consultant submitted its Proposal for the aforesaid Consultancy, whereby the Consultant represented to the Authority that it had the required professional, managerial and technical skills, and in the said Proposal the Consultant also agreed to provide the Consultancy to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- C. the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the “LoA”); and
- D. in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

2. GENERAL

2.1 Definitions and Interpretation

2.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- a) “Agreement” means this Agreement, together with all the Annexes;
- b) “Agreement Value” shall have the meaning set forth in Clause 6.1.2;
- c) “Applicable Laws” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- d) “Confidential Information” shall have the meaning set forth in Clause 4.3;
- e) “Conflict of Interest” shall have the meaning set forth in Clause 4.2 read with the provisions of RFP;
- f) “Dispute” shall have the meaning set forth in Clause 9.2.1;

- g) “Effective Date” means the date on which this Agreement comes into force and effect pursuant to Clause 3.1;
- h) “Government” means Government of Uttar Pradesh;
- i) “INR, or Rs.” means Indian Rupees;
- j) “Party” means the Authority or the Consultant, as the case may be, and Parties means both of them;
- k) “RFP” means the Request for Proposal document in response to which the Consultant’s Proposal for providing Consultancy was accepted;
- l) “Third Party” means any person or entity other than the Government, the Authority or the Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

2.1.2 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

2.1.3 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- a) Agreement;
- b) Annexes of Agreement;
- c) RFP; and
- d) Letter of Award

2.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Technical Experts and shall be fully responsible for the Consultancy performed by them or on their behalf hereunder.

2.3 Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- a) the Consultant shall carry out the Consultancy in accordance with the provisions of the Agreement; and
- b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

2.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Court at Lucknow shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

2.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English/ Hindi language.

2.6 Notices

2.6.1 Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall be given by e-mail and by letter delivered by hand to the address given below.

2.6.2 Any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

For the Authority	For the Consultant
Authorised Representative/ Designated Officer	Authorised Representative
Name:	Name:
Designation:	Designation:
Address for Communications:	Address for Communications:
Mobile No.:	Mobile No.:
E-mail id:	E-mail id:

2.7 Authorised Representatives

2.7.1 Any action required or permitted to be taken, and any Document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 2.8.1.

2.7.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:
 Joint Director, Directorate of Urban Transport
 Department of Urban Development
 Urban Training & Research Centre & Directorate of Local Bodies,
 Room No.305, 3rd Floor, Sector: 7
 Gomti Nagar Extension, Lucknow: 226002
 E-mail: jdutdgoup@gmail.com
 Contact: 94150 49715

2.7.3 The Consultant may designate one of its employees as Consultant’s Representative. Unless otherwise notified, the Consultant’s Representative shall be:
 Name:
 Tel:
 Mobile:
 Email:

2.8 Taxes and Duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

3. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

3.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the “Effective Date”).

3.2 Commencement of Consultancy

The Consultant shall commence the Consultancy within a period of 15 (fifteen) days from the Effective Date, unless otherwise agreed by the Parties.

3.3 Termination of Agreement for failure to commence Consultancy

If the Consultant does not commence the Consultancy within the period specified in Clause 3.2 above, the Authority may, by not less than 2 (two) weeks’ notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Consultant shall be deemed to have accepted such termination.

3.4 Expiry of Agreement

Unless terminated earlier pursuant to Clauses 3.3 or Clause 3.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the expiry of 2 (two) year from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

3.5 Entire Agreement

3.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

3.5.2 Without prejudice to the generality of the provisions of Clause 3.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

3.6 Modification of Agreement

3.6.1 Modification of the terms and conditions of this Agreement, including any modification of the Scope of the Consultancy, may only be made by written agreement between the Parties. Pursuant to Clauses 5.2.1 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

3.7 Force Majeure

3.7.1 Definition

- a) For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

3.7.2 No breach of Agreement

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

3.7.3 Measures to be taken

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

3.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

3.7.5 Payments

During the period of its inability to perform the Consultancy as a result of an event of Force Majeure, the Consultant shall be entitled to receive the RF during such period for the purposes of the Consultancy and in reactivating the Consultancy after the end of such period.

3.7.6 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Consultancy, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

3.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend the RF to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Consultancy; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

3.9 Termination of Agreement

3.9.1 By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 3.9.1, terminate this Agreement if:

- a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 3.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Consultancy for a period of not less than 60 (sixty) days; or
- g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

3.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 3.9.2, terminate this Agreement if:

- a) the Authority fails to pay the Monthly Retainership Fee due to the Consultant pursuant to this Agreement and not subject to Dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;

- b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Consultancy for a period of not less than 60 (sixty) days; or
- d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

3.9.3 Cessation of Consultancy

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 3.9.1 or 3.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Consultancy to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.

3.9.4 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 3.9.1 or 3.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- a) remuneration pursuant to Clause 6 hereof for Consultancy satisfactorily performed prior to the date of termination;

3.9.5 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 3.9.1 or in Clause 3.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

4. OBLIGATIONS OF THE CONSULTANT

4.1 General

4.1.1 Standards of Performance

The Consultant shall perform the Consultancy and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Consultancy, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Third Parties.

4.1.2 Terms of Reference

The Scope of Consultancy to be performed by the Consultant is specified in the Terms of Reference (the "ToR") at Annex-1 of this Agreement. The Consultant

shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

4.1.3 Applicable Laws

The Consultant shall perform the Consultancy in accordance with the Applicable Laws and shall take all practicable steps to ensure that the Technical Experts and the Support Staff, comply with the Applicable Laws.

4.2 Conflict of Interest

4.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

4.2.2 The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant shall be disqualified from providing goods, works, services, loans or equity for any Project resulting from or closely related to the Consultancy and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of three (3) years from the completion of this Consultancy or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory Consultancy provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory Consultancy provided to the Authority in accordance with the rules of the Authority.

4.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Technical Experts shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

4.2.4 The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Consultancy and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Consultancy or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that the Technical Experts shall not receive any such additional remuneration.

4.2.5 The Consultant and its Technical Experts shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited

Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

- 4.2.6 Without prejudice to the rights of the Authority under Clause 4.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 4.2.7 For the purposes of Clauses 4.2.5 and 4.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) "corrupt practice" means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LoA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
 - b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
 - d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

4.3 Confidentiality

The Consultant, its Technical Experts and Support Staff shall not, either during the term or within two (2) years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant; any information provided by or relating to the Authority, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Consultancy or this Agreement ("Confidential Information"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant may disclose Confidential Information to the extent that such Confidential Information:

- a) was in the public domain prior to its delivery to the Consultant or becomes a part of the public knowledge from a source other than the Consultant;
- b) was obtained from a third party with no known duty to maintain its confidentiality;
- c) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- d) is provided to the professional advisers, agents, auditors or representatives of the Consultant, as is reasonable under the circumstances; provided, however, that the Consultant, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

4.4 Liability of the Consultant

4.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

4.4.2 The Consultant shall, subject to the limitation specified in Clause 4.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Consultancy rendered by it.

4.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant in carrying out the Consultancy, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

- a) for any indirect or consequential loss or damage; and
- b) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.

4.4.4 This limitation of liability specified in Clause 4.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant in carrying out the Consultancy subject, however, to a limit equal the Agreement Value.

4.5 Documents prepared by the Consultant to be property of the Authority

4.5.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Consultant in performing the Consultancy shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

4.5.2 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'Claims') which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

4.6 Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these Consultancy. Subject to the provisions of Clause 4.4, it shall indemnify the Authority against any inaccuracy in the Deliverables which might surface during the term of the Consultancy, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk.

5. TECHNICAL EXPERTS

5.1 Approval of Technical Experts and Deployment

5.1.1 The Technical Experts listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Technical Experts shall be deployed without prior approval of the Authority.

5.2 Substitution of Technical Experts

5.2.1 The Authority expects the Technical Experts to be available during the Term of the Consultancy. The Authority shall not normally consider any request for substitution of Technical Experts as the ranking of the Applicant is based on the evaluation of Technical Experts and any change therein may upset the ranking. Substitution will, however, be permitted if the Technical Expert is not available for reasons of any incapacity or due to health or resignation from the Company, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

5.3 Sub-Consultants

5.3.1 Hiring of Sub-Consultants is not permissible under this Consultancy.

5.4 Working hours, overtime, leave, etc.

5.4.1 The Technical Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's Fee shall be deemed to cover these items.

5.4.2 The Technical Experts deployed under PMU shall be eligible for leaves for a cumulative period of thirty (30) Working days in a year or more than seven (7) Working days at one time. Any taking of leave by any Key Experts for a period exceeding seven (7) days shall be subject to the prior approval of the Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Consultancy.

5.4.3 The holidays, working hours and the timings for Working Days shall be in accordance with those prevailing in the Authority.

6. PAYMENT TO THE CONSULTANT

6.1 Agreement Value

6.1.1 An abstract of the cost of the Consultancy payable to the Consultant is set forth in Annex-3 of the Agreement.

6.1.2 Except as may be otherwise agreed under Clause 3.6, the payments under this Agreement shall not exceed the agreement value specified herein (the "Agreement Value"). The Parties agree that the Agreement Value is Rs. (Rupees.....).

6.2 Currency of Payment

All payments shall be made in Indian Rupees.

6.3 Mode of Payment of Monthly Retainership Fee

6.3.1 By 15th day of each month the Consultant shall raise an invoice for the Monthly Retainership Fee on prorata basis for the previous month, along with the list of works done in the previous month, list of issues / critical activities, if any and attendance sheet of all Technical Experts showing days of absence, duly certified by the Authorised Representative. The Monthly Retainership Fee as approved under the RFP shall be paid within 15 days from the date of receipt of the invoice, complete in all respects. However, the first Monthly Retainership Fee shall be paid one month after the actual deployment of the staff at Lucknow. The Monthly Retainership Fee shall be inclusive of all expenses of the Technical Experts deployed and overheads & miscellaneous expenses and profit except the GST, which will be paid separately, as agreed here under.

6.3.2 All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

6.4 Reimbursable expenses outside the Home City

- 6.4.1 The expenses on account of travel (outside Lucknow) i.e. airfare or train fare (as applicable), accommodation and daily allowances shall be reimbursed by the Authority, on submission of bills/receipts, provided that the travel is made with the prior written approval of the Nodal Officer or when the travel has been made as per the written instruction of the Authority. The travel expenses shall be paid strictly as per Government of Uttar Pradesh notification no. 26/2018/632/35-1-2018-6/9(2)/2018 dated September 25, 2018 at the below-defined levels:

Technical Experts	Level
<i>Senior Consultants</i>	
Public Transport Expert cum Team Leader	Senior Level
Procurement Expert	Senior Level
IT/MIS Expert	Senior Level
Urban Infrastructure Expert	Senior Level
<i>Mid-Level Consultants</i>	
Finance Expert	Mid Level
Urban Transport Planner	Mid Level
Monitoring & Evaluation Expert	Mid Level
IEC Expert	Mid Level
<i>Junior Consultants</i>	
Transport Planner (4 Positions)	Junior Level

6.5 Payment for Additional Experts

- 6.5.1 The Authority may request visit of any other Experts/Specialists of the Consultant's organization for any expert advice and discussion. For such instances, cost of travel from the location of such official to Lucknow, cost of local conveyance in Lucknow, cost of food, accommodation and out of pocket expenses shall be paid by the Authority, along with cost of man-days for the visiting Experts/Specialists for the days spend for such discussions, based on the cost per man-day for such personnel, which will be stated by the Consultant in its communication, while confirming the dates and name of visiting Experts/Specialists. The payment shall be made on submission of invoice along with original bills, tickets, boarding passes.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

- 7.1.1 Prior to seven (7) days of execution of Agreement, the Selected Applicant shall furnish performance security to the Authority for an amount equal to ten (10) percent of the total value of the Lump-sum Fee ("Performance Security"). This Performance Security shall remain valid up to sixty (60) days after the date of completion of all contractual obligations by the Consultant under the Agreement. The Performance Security shall be in the form of Bank Guarantee issued by a Scheduled Commercial Bank in India, in the prescribed form as provided in the RFP (Refer Appendix I Form 10).
- 7.1.2 For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 10% (ten per cent) of the Agreement Value (the "Performance Security"). The Performance Security shall be returned within a period of 60 (sixty) days after successful completion of the Consultancy.

7.2 Liquidated Damages

7.2.1 In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 10% (ten per cent) of the Agreement Value.

7.3 Damages for not reporting to Authority's Office

7.3.1 Subject to Clause 5.4.2, if any Technical Experts remains absent for a cumulative period of more than thirty (30) working days in a year or more than seven (7) Working days at one time, the Consultant shall deploy a Technical Expert of equal or higher qualification and experience under intimation to the Nodal Officer. In the event of the failure of the Consultant to do so, deduction in the Monthly Retainership Fee equivalent to the man-days rate of the concerned Technical Experts remaining absent for the number of days shall be made from the payment due.

7.3.2 In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2 and 7.3, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies, causing adverse effect on the Consultancy or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

8.2 Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the

Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

- 9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon Principal Secretary, Urban Development Department and the CEO of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.2 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.3.

9.4 Arbitration

- 9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed per Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “Rules”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be Lucknow and the language of arbitration proceedings shall be English.
- 9.4.2 There shall be [a sole arbitrator whose appointment] / [an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment] shall be made in accordance with the Rules.
- 9.4.3 The arbitrators shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Clause 9.4 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.
- 9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

10 OTHER CONDITIONS

10.1 Severability

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

10.2 Waiver

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

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

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

10.3 Transfer or assignment

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

10.4 Variations

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

10.5 Miscellaneous

10.5.1 In the event, any contribution required by any of the experts of the Consultant's organization, Consultant shall provide such services on mutually agreed terms and conditions. The Consultant shall arrange to submit such contribution of such expert within 7 days from the date of receipt of such communication with the necessary documents from the Authority.

10.5.2 In the event the Authority desires the Consultant to perform such additional services which are not within the Terms of Reference, the Consultant shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.

10.5.3 In the event the Authority is not satisfied with performance of any of the Technical Experts deployed, the Authority shall write to the Consultant to substitute such

Technical Expert within 90 days with Technical Expert, acceptable to the Authority with equal or higher qualification and experience.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED		SIGNED, SEALED AND DELIVERED	
For and on behalf of Consultant:		For and on behalf of Authority:	
(Signature)		(Signature)	
(Name)		(Name)	
(Designation)		(Designation)	
(Address)		(Address)	
In the presence of:			
1.		2.	

Annex-1
Terms of Reference
(Reproduce Schedule 1 of RFP)

Annex-2
Details of Technical Experts
(Reproduce Form 7)

Annex-3
Cost of Consultancy
(Reproduce as per Form-1A of Appendix-II)

Annex-4

Reimbursable Cost

(Reproduce Government of Uttar Pradesh notification no. 26/2018/632/35-1-
2018-6/9(2)/2018 dated September 25, 2018)



REQUEST FOR PROPOSAL (RFP)
for engagement of

TECHNICAL CONSULTANTS
for
PROJECT MANAGEMENT UNIT (PMU)

PART II: RFP DOCUMENT
Appendices

June 2024

Directorate of Urban Transport
Room No.305, 3rd Floor
Urban Training & Research Centre & Directorate of Local Bodies
Sector - 7, Gomti Nagar Extension, Lucknow: 226002

RFP/01/UTD/2024-2025
Directorate of Urban Transport, Department of Urban Development
Government of Uttar Pradesh

APPENDIX I

TECHNICAL PROPOSAL

Form-1

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To
Director
Directorate of Urban Transport
Room No.305, 3rd Floor
Urban Training & Research Centre & Directorate of Local Bodies
Sector - 7, Gomti Nagar Extension, Lucknow: 226 002

Sub: Engagement of Technical Experts for Project Management Unit, Directorate of Urban Transport, Government of Uttar Pradesh

Dear Sir,

With reference to your RFP dated, We, having examined the RFP and understood the contents, hereby submit our Proposal for selection as Consultant for “engagement of Technical Experts for Project Management Unit, Directorate of Urban Transport, Government of Uttar Pradesh”. The Proposal is unconditional and unqualified.

2. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Consultancy.
4. We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants.
8. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy or which relates to a grave offence that outrages the moral sense of the community.
9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.

10. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Consultancy.
 11. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall We have any claim or right of whatsoever nature if the Consultancy is not awarded to us or our Proposal is not opened or rejected.
 12. We agree to keep this Proposal valid for 120 (one hundred and twenty) days from the Proposal Due Date specified in the RFP.
 13. In the event of our being selected as the Consultant, We agree to enter into an Agreement with the Authority.
 14. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Proposal which shall be binding on us.
 15. The Monthly Retainership Fee has been quoted by us after taking into consideration all the terms and conditions stated in the RFP.
 16. We agree and undertake to abide by all the terms and conditions of the RFP Document.
- In witness thereof, We submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

Signature

Name:

Designation of the Authorised Signatory

Date:

Place:

APPENDIX I**Form-2**
Particulars of the Applicant

1.	Name of the Applicant	
2.	Registered address/ Corporate headquarters and its branch office(s), if any	
3.	Legal status	Company / Partnership/ LLP/ Proprietorship, etc Please submit Documentary Proof
4.	State the following: <ul style="list-style-type: none"> • Country of incorporation: • Year of Incorporation: • Year of commencement of business: • Principal place of business: 	Please attach: Copy of Certificate of Incorporation, Memorandum and Article of the Association/ Copy of registered Partnership Deed/ Copy of GST registration, EPF registration
5.	Brief description of the Applicant including details of its main lines of business	
6.	Details of individual(s) who will serve as the point of contact/ communication for the Directorate	Name: Designation: Company: Address: Telephone Number: Mobile Number: E-Mail Address:
7.	Has the Applicant been barred by the Central/State Government, or any entity controlled by it, from participating in any Project/Assignment/Consultancy?	Yes/No
8.	If the answer to 7 is yes, does the bar subsist as on the Proposal Due Date?	Yes/No
9.	Signature Name: Designation of the Authorised Signatory Date: Place:	

APPENDIX I

Form-3

Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref. Date:

To
Director
Directorate of Urban Transport
Room No.305, 3rd Floor
Urban Training & Research Centre & Directorate of Local Bodies
Sector - 7, Gomti Nagar Extension, Lucknow: 226 002

Sub: Engagement of Technical Experts for Project Management Unit, Directorate of Urban Transport, Government of Uttar Pradesh

Dear Sir,

I/We hereby confirm that we, the Applicant, satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert individual's name) will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

Signature

Name:
Designation of the Authorised Signatory
Date:
Place:

APPENDIX I

Form-4
Power of Attorney

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr/Ms..... son/daughter/wife and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for Engagement of Technical Experts for Project Management Unit for Directorate of Urban Transport, Government of Uttar Pradesh (“Consultancy”) being implemented by the Directorate of Urban Transport, Government of Uttar Pradesh (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Consultancy and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2024.

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....
(Signature, name, designation and address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the

executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

APPENDIX I

Form-5
Financial Capacity of the Applicant

All figures in Rs Crore.

Financial Year	Annual Revenue
<p>Certificate from the Statutory Auditor with UDIN</p> <p>This is to certify that (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.</p> <p>(Signature, name and designation of the authorised signatory) Date: Name and seal of the audit firm:</p>	

In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

In the event that the Applicant does not wish to disclose its Annual Revenue, it may state that it has received more than the amount specified in the aforesaid certificate.

Note:

- Please do not attach any printed Annual Financial Statement.

Signature

Name:
Designation of the Authorised Signatory
Date:
Place:

APPENDIX I**Form-6**
Details of Eligible Assignments of the Applicant

Assignment name	Approx. value of the Consultancy Fee (in current Rs):
Location within country:	Duration of Assignment (months):
Name of Client with Address	Total No of person months of the Assignment:
Start date (month/year):	Completion date (month/year):
Sub Advisors, Joint venture partner, if any:	No. of professional person months provided by the Joint venture partners/ Sub-Advisors
Narrative description of Assignment	
Description of actual Consultancy provided in the Assignment	
Current Status of the Assignment	

Note:

- The Applicant should provide details of only those Assignments that have been undertaken by it under its own name;
- Use separate sheet for each Eligible Assignment;
- Submit Relevant Certificate to support the claim.

APPENDIX I

Form-7
Particulars of Technical Experts

S. No.	Technical Experts	Name	Educational Qualification	Length of Experience
Senior Consultants (Full time)				
1	Public Transport Expert cum Team Leader			
2	Procurement Expert			
3	IT/MIS Expert			
4	Urban Infrastructure Expert			
Mid-Level Consultants (Full time)				
5	Finance Expert			
6	Urban Transport Planner			
7	Monitoring & Evaluation Expert			
8	IEC Expert			
Junior Consultants (Full time)				
9	Transport Planner (1 st Positions)			
10	Transport Planner (2 nd Positions)			
11	Transport Planner (3 rd Positions)			
12	Transport Planner (4 th Positions)			

Signature

Name:
Designation of the Authorised Signatory
Date:
Place:

APPENDIX I**Form-8**
Particulars of Technical Experts

Name of Technical Expert	
Designation of Technical Expert	
Name of the Project/Assignment:	
Particulars of the Project/Assignment	Name, Location, Type etc.
Name of Consulting Firm where employed:	
Description of Consultancy performed by the Technical Expert (including designation):	
Name of Client and Address:	
Name and telephone no. of client's representative:	
Estimated capital cost of the Project/Assignment (in Rs crore):	
Start date of the Consultancy (month/ year):	
Finish date of the Consultancy (month/ year):	
Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.	
(Signature and Name of Technical Expert)	

APPENDIX I

Form-9
Curriculum Vitae (CV) of Technical Expert

1. Proposed Position:
2. Name of Firm:
3. Name of Key Personnel:
4. Contact Details: (Mobile and e-mail id)
5. Years with Firm:
6. Date of Birth:
7. Nationality:

8. Education:
[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained.]
9. Membership in Professional Societies:
10. Countries of Work Experiences:
11. Languages:
[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]
12. Key Competencies:
Give an outline of Technical Experts experience and training most pertinent to tasks on Assignment]
13. Employment Record:
[Starting with present position, list in reverse order every employment held. List all positions held by Technical Expert, giving dates, names of employing organizations, titles of positions held, and locations of Assignments].
14. Major Works Undertaken
Experience in other Infrastructure Projects
(Do not repeat the Works given under the Eligible Assignments)
For experience in last ten years, also give types of activities performed, project details and client references, where appropriate.

Name of Assignment/job or project:
Year:
Location:
Employer:
Main project features:
Positions held:
Activities performed:
15. Certification:
I am willing to work on the Consultancy and I will be available for entire duration of the Consultancy as required.

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

I understand that any wilful mis-statement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of Technical Expert]

Full name of Technical Expert: _____

Signature

Name:

Designation of the Authorised Signatory

Date:

Place:

APPENDIX I

Form-10
Bank Guarantee for Performance Security

To,

In consideration of ***** acting on behalf of the [Directorate of Urban Transport, Government of Uttar Pradesh] (hereinafter referred as the “Authority”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s, having its office at (hereinafter referred as the “Consultant” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement no. dated valued at Rs. (Rupees), (hereinafter referred to as the “Agreement”) the assignment for consultancy services, and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs..... (Rupees) to the Authority for performance of the said Agreement. We, (hereinafter referred to as the “Bank”) at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).
3. We,.....(indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.
4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the

said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We,.....(indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).
7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.
8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** crore (Rupees ***** crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling 180 days after the Bid Due Date specified in the RFP for the Project)]

Dated, the day of..... 20

For

(Name of Bank)

(Signature, name and designation of the authorised signatory)

Seal of the Bank:

NOTES: a) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

b) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

APPENDIX II

Financial Proposal
FORM I

Sub: Engagement of Technical Experts for Project Management Unit, Directorate of Urban Transport, Government of Uttar Pradesh

Having gone through the RFP document and having fully understood the Scope of Consultancy; we are pleased to quote the following Monthly Retainership Fees for the Consultancy:

Monthly Retainership Fee	
In Figures	In Words

1. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
2. GST payable shall be as per Applicable Rules over the Fee quoted
3. Our Financial Proposal shall be binding upon us for the Consultancy and this Proposal would be valid up to 120 days from the Proposal Due Date.
4. This Financial Proposal covers remuneration for all personnel cost, all incidental manpower expenses.
5. The Financial proposal is without any conditions.

Yours faithfully,

Signature

Name:
Designation of the Authorised Signatory
Date:
Place:

APPENDIX II**FORM IA**
FINANCIAL PROPOSAL**Breakdown of Monthly Retainership Fees**

Remuneration for Technical Experts			
Sl.No.	Technical Experts	Man-month Rate	Total
1	Public Transport Expert cum Team Leader		
2	Procurement Expert		
3	IT/MIS Expert		
4	Urban Infrastructure Expert		
5	Finance Expert		
6	Urban Transport Planner		
7	Monitoring & Evaluation Expert		
8	IEC Expert		
9	Transport Planner -1 st Position		
10	Transport Planner- 2 nd Position		
11	Transport Planner- 3 rd Position		
12	Transport Planner- 4 th Position		
A	Total Fee for Technical Experts		
Out of Pocket Expenses			
B	Monthly Out of Pocket expenses covers all costs pertaining to Overheads, Transportation and Logistics, office operations, communication costs and allowances wherever applicable	For 1 month	
C	Grand Total (A + B) exclusive of GST <i>should match the amount as specified in Form I</i>		

Signature

Name:
 Designation of the Authorised Signatory
 Date:
 Place: