REQUEST FOR PROPOSAL

"Selection of agency to carry out field surveys, DPR preparation, bid process management, Monitoring and Supervision works for Solid Waste Management Projects Under CITIIS 2.0 in Jabalpur City"

JABALPUR
SMART CITY LIMITED

RFP Ref. No.

JSCL/2026/300/ADM/02 Dated 12.06.2026

Jabalpur smart city limited (JSCL)
Manas Bhawan, wright town,
Jabalpur, Madhya Pradesh 482002

JABALPUR SMART CITY LIMITED

JSCL/2026/300/ADM/02 Dated 12.06.2026

Request for Proposal

Jabalpur smart city limited (JSCL), invites online proposal for "**Selection of agency to carry out field surveys, DPR preparation, bid process management, Monitoring and Supervision works for Solid Waste Management Projects under CITIIS 2.0 in Jabalpur City"** from eligible firms having experience of similar type of work. Interested bidders may obtain detail RFP Document, from www.mptenders.gov.in.

Particulars:	
Pre-Bid Meeting	22/06/2026
Last date of online Submission	13/07/2026
Date of opening of Technical Bids	14/07/2026

Note: Bidders are requested to well plan and submit their bids on or before the time and dates as mentioned above, on www.mptenders.gov.in to avoid any last-minute delay or non-submission of bid due to technical reasons. JSCL shall not be liable for any technical issue on the portal

DISCLAIMER

The information contained in this REQUEST FOR PROPOSAL document ("RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Jabalpur Smart City Limited ("JSCL") or any of its employees or advisors, is provided to Bidder(s) 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 JSCL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by JSCL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for JSCL, its employees or advisors to consider the investment objectives, financial situation and needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

JSCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant or Bidder 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, completeness or reliability 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 for participation in this bid stage.

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

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

The issue of this RFP does not imply that JSCL is bound to select a Bidder or to appoint the Preferred Bidder or Successful Bidder, as the case may be, for the Project and JSCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

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Bidding Data Sheet

Authority /Department Name	Jabalpur Smart City Limited
Tender Number	Ref No - JSCL/2026/300/ADM/02 dated 12.06.2026
Name of Work	Selection of agency to carry out field surveys, DPR preparation, bid process management, Monitoring and Supervision works for Solid Waste Management Projects under CITIIS 2.0 in Jabalpur City
Name of Issuer of Tender	Executive Director, Jabalpur Smart City Limited
Period of Contract	36 Months
Date and time of Pre-Bid Meeting	June 22, 2026 time - 03:00 PM Online link :- https://meet.google.com/xpi-qrzy-hms Pre-Bid Meeting, Jabalpur Smart City Ltd. Or dial: (US) +1 662-532-9056 PIN: 783 448 490#
Date of Online Bid Submission	13/07/2026
Date of Opening of Technical Bid	14/07/2026
Technical Presentation Date	To be notified separately
Place of Bid Opening	Jabalpur Smart City Limited
Address for Pre-Bid Meeting and other communication	Jabalpur Smart City Limited (JSCL), Manas Bhawan, Wright Town, Jabalpur, Madhya Pradesh 482002
Earnest Money Deposit (EMD) amount / Bid Security	INR 81000 (to be submitted online)
Tender fee	INR 12,500 + GST (to be submitted online)
Availability of Tender	https://mptenders.gov.in and www.jscljabalpur.org
Validity of Proposal	Proposals must remain valid 180 days after the Submission date.
Consortium	**No consortium/No JV is allowed in this project**
Bid Evaluation	The selection will be done through Least cost-based selection process. The Technically qualified bidder with least cost will be awarded.

Note: JSCL reserves the right to change any schedule of bidding process.

1. General Conditions of Contract (GCC)

1.1. Abbreviations & Definitions

Acronym	Full Form
JSCL	Jabalpur Smart City Limited
JMC	Jabalpur Municipal Corporation
GoI	Government of India
GoMP	Government of Madhya Pradesh
EMD	Earnest Money Deposit
EOS	End of Support
RFP	Request for Proposal
SPV	Special Purpose Vehicle

Unless the context otherwise requires, the expressions wherever used in the Contract shall have the following meanings:

a) **"Additional Services"** means the services other than the normal Scope of Services mentioned under RFP Document of the Contract to be carried out by the bidder only after receiving a written communication from the Authority.

b) **"Applicable Law(s)"** shall mean and include all applicable Indian statutes, enactments, Acts passed by the State Legislature or by the Parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government (Central or State), statutory authority, tribunal, board or court as may be applicable from time to time.

c) "**Assignment**" shall mean the Services to be provided, carried out as per this RFP and/or performed by the Bidder under the terms of the Contract for JSCL Project.

d) **"Affiliate" or "Associate"** shall mean a body corporate or any other legal entity which is under the control of the Bidder or does have control over the Bidder, directly or indirectly.

e) **"Working Day"** means a Day, which is not notified as holiday in Govt. of MP official calendar.

f) **"Competent Authority"** means the agency or the person authorized by JSCL Board of Directors, to exercise the powers and discharge the functions of the Competent Authority under appropriate Regulations. Different persons or authorities may be authorized to perform different functions.

g) **"Contract Price" or** means the Fee payable/ paid by the Authority, under the terms of the Contract, to the bidder.

h) **"Bidder"** means any person or entity that submits a bid/proposal to the Authority for providing the Services under this Contract.

i) **"Selected Bidder"** Consultant/Service Provider shall mean the Bidder who qualifies the technical bid/proposal stage and the financial bid/Proposal stage of this tender and to whom a Letter of Acceptance is consequently issued by the Authority.

j) **"Contract" or "Agreement" means** the contract Agreement entered between the Authority and the bidder together with all the Appendices, Annexure and schedules mentioned and enclosed hereto.

k) **"Authority's Representative"** means any individual or any agency appointed by the Authority to act on its behalf for the Assignment.

l) **"Days"** refer to calendar days, unless otherwise stated.

m) **"GCC"** mean the General Conditions of Contract.

n) **"JSCL" means** Jabalpur Smart City Limited incorporated under the provisions of the Companies Act, 2013 and referred to as Authority.

o) **"JSCL Area**" means the area as denoted by the Authority for various projects, as amended from time to time.

p) **"Government" means** the Government of Madhya Pradesh (GoMP) and the Government of India (GoI) and shall include any department, authority and/or body within their respective or joint control discharging governmental and administrative functions.

q) "Letter of Appointment" or "LOA" means the letter issued by JSCL to the Bidder including all other letters as may be issued by the Authority or any one of them incidental and in relation thereto in respect of the Assignment.

r) "Party" means the Authority or the bidder, as the case may be, and "Parties" means both collectively.

s) **"Personnel"** means persons engaged by the bidder to the performance of the Services or any part thereof.

t) **"Project Cost"** shall mean the Total Project cost for that Consultancy has performed.

u) **"Identified Projects"** means the Projects/Sites identified by JSCL, listed projects are tentative may be modified/deleted or added as and when required by JSCL.

v) "RFP" or "RFP Document" means Request for Proposal documents issued by the Authority to the shortlisted parties for the Services including any amendments thereof made from time to time.

w) "SCC" means the "Special Conditions of Contract" of the Contract Supplementing the General Conditions of Contract.

x) "Services" means includes but not limited to the Scope of Services to be provided or carried out or performed by the Consultant/Service Provider pursuant to the terms of the Contract and as described in this RFP Document.

y) **"Technical Advisory Committee"** means the Committee that may be appointed

by the Authority to review the Services rendered by the Consultant/Service Provider as per the scope of Services.

z) **"Third Party"** means any person or entity other than the Authority and the Bidder.

1.2. Special Conditions of Contract (SCC)

a) In case the Jabalpur Smart City ltd is dissolved, the Consultant has to successfully implement the project as defined in RFP meeting all the conditions and handover it to the Jabalpur Municipal Corporation.

b) The list of projects identified at the time of tender by Authority is tentative, the Projects/Sites identified may be altered/deleted/modified or added at any stage by the Authority.

1.3. Notices

- Any notices or other communications required to be given to any Party pursuant to the Contract shall be in writing and delivered in person or sent by registered A/D, mail, courier or facsimile to the address of the Party set forth in the SCC, or to such other addresses as may from time to time be designated by the Party through notification to the other Party.

1.4. Visits by Consultant

- The Scope of Services shall be performed by the Consultant as per the terms specified in the RFP Document and the Contract;
- The Consultant shall in normal course or as and when required by the Authority shall attend meetings in Jabalpur or at any other place decided by the Authority for the purpose of project discussions/conducting Events/Conferences/ to and interactions with Authority, GoMP and as may be considered necessary by the Authority.

1.5. Authorized Representatives

- Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Authority or by the Consultant may be taken or executed only by the officials designated and authorized by the Parties as specified in the SCC unless changed subsequently by either of them in writing.

1.6. Taxes and Duties

- Unless otherwise specified in the SCC or any subsequent communication, The Bidders shall fully familiarize themselves about the applicable domestic taxes (such as GST, value added or sales tax, service tax, income taxes, duties, fees, levies etc.). The Commercial Proposal shall include all the expenses required for the assignment and all the tax liabilities except the GST (as applicable). For the avoidance of doubt, it is clarified that all taxes except GST shall be deemed to be included in the Commercial Proposal.

1.7. Scope of Services, Commencement, Completion, Modification of the Contract

1.7.1 Scope of Services

The Consultant shall provide the Services in terms of the scope of Services, as mentioned and in the manner provided in RFP Document and the Contract. The delivery schedule for rendering the Services shall be strictly adhered to by the Consultant. The Consultant shall provide, carry out and/or perform the Services/ Assignment as per the terms of RFP Document and the Contract. However, any change carried out in the scope of the Services after the issuance of the Letter of Commencement shall be considered under Clause 1.7.5. The Authority reserves the right to change/modify scope of services as per the project requirements.

1.7.2 Effectiveness of Contract

The Contract shall come into effect on the date the Contract is signed by both the Parties unless otherwise stated in the SCC.

1.7.3 Commencement of Services

The Consultant shall commence the Services after execution of the Contract as mentioned in the Letter of Appointment issued by the Authority.

1.7.4 Term and Expiration of Contract

Unless terminated earlier, the Term of the contract shall commence from the date of effective date of the Contract up to the period given in the Document.

1.7.5 Modification

- Modification of the terms and conditions of the Contract, including any modification of scope of work or of the Contract Fees, may be made only by expressly written agreement between the Parties on mutually agreed terms.
- Any modifications suggested by the authority/Technical Advisory Committee as per the scope of Services before the approval of any of the deliverables shall be considered and incorporated by the Consultant in carrying out the Services. The same shall not be considered as Additional Services and shall be provided within the Contract fees provided under the contract.

1.8. Termination

1.8.1 by the Authority

The Authority shall have the right to terminate the Contract, by giving not less than 30 (thirty) days' written notice of termination to the Consultant; to be given after the occurrence of any of the events specified below

a) If the Consultant does not remedy or cure a default / failure in the performance of the Services under the Contract, within a period of 30 (thirty) days after being notified by the Authority or within such further period as the Authority may have subsequently approved in writing.

b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a continuous period of not less than 60 (sixty) days.

c) If the Consultant becomes insolvent or bankrupt or its entire net worth becomes negative or goes into insolvency or receivership whether compulsory or voluntary;

d) If the Consultant fails to comply with any final decision reached as a result of arbitration proceeding;

e) If 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;

f) If the Consultants, in the reasonable judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

g) if the assignment is not proceeding in accordance with the terms of contract

h) For the purpose of this Clause:

- **"**Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a Authority and public official in the selection process or in Contract execution.
- "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a Contract to the detriment of the Authority, and includes collusive practice among consultant (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Authority of the benefits of free and open competition.

i) JSCL, may by a written notice sent to the Consultant terminate the contract in whole or in any part at any time for its convenience. The notice for such termination may specify that the termination is for the JSCL's convenience, the extent to which the performance of the work under the contract is terminated and the date upon which the termination is effective.

1.8.2 Cessation of Rights and Obligations.

Upon termination or upon expiration of the Contract, all rights and obligations of the Parties hereunder shall cease, except:

(i) such rights and obligations as may have accrued up to the date of termination or expiration,
(ii) the obligation of confidentiality,
(iii) any right which a Party ma y have under the Applicable Law ,
(iv) obligation of liability/warranty for the Services on part of the Consultant,
(v) the indemnities contained hereunder,
(vi) Notices
(vii) Dispute Settlement.

1.8.3 Cessation of Services

Upon termination of the Contract by notice of the Authority, the Consultant shall, immediately upon receipt of such notice, take all reasonably practicable and necessary steps to bring the Services to a close in a prompt and orderly manner without causing inconvenience to the Authority and shall make reasonable efforts to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and reports and other materials furnished by the Authority for the use of the Consultant which are the property of the Authority, the Consultant shall proceed to deliver the same to the Authority, the delivery of documents prepared

by the Consultant being subject always to the payment by the Authority of all fees and costs becoming properly due under this Agreement.

1.8.4 Payment upon Termination

Upon earlier termination of the Contract the Authority shall make the payments to the Consultant on proportionate basis for the Services satisfactorily rendered and/or performed by the Consultant up to the date of notice of termination within 30 days from the date of termination. The Authority shall not make any direct payments to any sub-Consultant appointed by the Consultant and shall not be responsible for any liabilities thereof.

1.9. Deleted

1.10. Conflict of Interests

1.10.1 Consultant Not to Benefit from Commissions Discounts, etc.

- The fees of the Consultant shall constitute the Consultant's sole fees in connection with the Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to the Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultant, and agents of either of them, similarly shall not receive any such additional fees from any third party.

1.10.2 Confidentiality

- The Consultant shall keep all the information pertaining to the assignment confidential and shall not provide/disclose any information of the assignment to anybody except on specific instructions in writing from the Authority.

- The Consultant, their Sub Consultant and the Personnel of either of them shall not utilise & disclose any proprietary or confidential information relating to the Services, the Contract or the business or operations of the Authority without the prior written consent of the Authority. This obligation shall not apply to information:

  i. which is or becomes available to the public other than by breach of the Contract; or
  ii. which is in or comes into the possession of the receiving Party prior to the date of execution hereof and which was not or is not obtained under any obligation of confidentiality; or
  iii. which is required by law or appropriate regulatory authorities to be disclosed, provided that the Party supplying the information is notified of any such requirement at least fifteen (15) days prior to such disclosure and the disclosure is limited to the minimum extent possible;

1.11. Indemnity

- The Consultant shall indemnify, protect and defend for each Stage, the Authority at the Consultant's own expense, from and against all actions, claims, losses or damages arising out of Consultant's failure to perform its obligation.
- The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority,

for an amount not exceeding 3 (three) times the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

1.12. Reporting Obligations

- The Consultant shall submit to the Authority, the reports and documents specified in RFP Document and number in the form and within the periods set forth in RFP Document.
- The Authority will appoint Engineer/ representative as Authority's Representative to undertake review of the Consultant's work as per the Contract. The Services as per RFP Document may be reviewed by the Technical Advisory Committee. The Consultant shall submit all reports and documents as specified in RFP Document to the Authority. The Consultant would also be required to make presentation on the progress of works before Authority's Representative and incorporate the comments/suggestions.

1.13. Documents supplied by the Consultant to be the Property of the Authority

- All data and information collected for the purpose of the Assignment (collectively called as "Data") and plans, specifications, maps, images, photographs, designs, reports, AMC certificates and other documents (collectively called as "Documents") as may be submitted by the Consultant shall become and remain the property of the Authority, and the Consultant shall upon termination or expiration of the Contract, deliver all such documents to the Authority. The Consultant may retain a copy of such documents but shall not use the same for any other purposes.

1.14. Obligations of the Consultant

- The main objective of the Assignment is to provide, carry out and/or perform the Services as per the terms of RFP Document and the Contract.
- The Consultant shall study carefully the technical information provided by the Authority and shall visit the site as and when required. In the event that the Consultant becomes aware of any errors or doubts about the information and data provided, the Consultant shall notify in time in writing.
- The Consultant shall designate at their cost a representative authorized to render decisions on the Consultant behalf and to exercise the duties and obligations of the Consultant and to deal with matters in relation to the Assignment.
- The Consultant shall be complied with all the procedures, rules, regulations and compliances applicable in India for the Services.
- The Consultant would assist the Authority in obtaining approval from GoMP i.e. Any technical inputs required to be undertaken for such approval as per good industry practice.
- The Consultant shall perform the Services 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 employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times

support and safeguard the Authority's legitimate interests in any dealings with Sub-consultants or Third Parties.

- In addition to the above, the Consultant shall also comply with the provisions as mentioned in SCC (special conditions of the contract).

1.15. Consultant's Personnel

The Consultant guarantees that the proposed Key Professionals of the Consultant as mentioned in RFP Document for this Assignment will be available throughout the duration of the Assignment. The Authority will not consider substitutions during the contract unless both parties agree in writing to any substitution. If the Authority is not satisfied with performance of any of the Key Professionals, the Consultant shall at the Authority's request specifying the grounds, therefore, forthwith provide as a replacement a Professional with qualifications and experience acceptable to the Authority's. Any proposed substitute shall have equivalent or better qualifications and experience than the original Professional

1.16. Consultant's Liability

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

1.16.2 The Consultant shall, subject to the limitation specified in Clause 1.16.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

1.16.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

I) for any indirect or consequential loss or damage; and

II) for any direct loss or damage that exceeds (a) three times of Agreement Value set forth in this RFP, 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.

1.16.4 This limitation of liability specified in Clause 1.16.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 1 (One) time the Agreement Value.

1.17. Consultant's Representations and Warranties

Consultant represents and warrants to the Authority that:

1.17.1 Corporate Existence and Power

- The Consultant (a) is duly formed legal entity, validly existing and in good standing under the laws of their incorporation; (b) have all requisite approvals, power and authority to enter and execute the Contract.

1.17.2 Authorization, No Contravention

- The execution, delivery and performance by the Consultant of the Contract and the transactions contemplated therein (a) have been duly and validly authorized by all necessary

corporate action of the Consultant (b) do not violate, conflict with or result in any breach, default or contravention of any law applicable to the Consultant, including Applicable Law. The Contract constitutes the legal, valid and binding obligations of the Consultant, enforceable against the Consultant in accordance with its terms.

1.17.3 Litigation

- There are no contractual or tortuous or any other claims pending against the Consultant or that have been threatened in arbitration or before any judicial authority against the Consultant which could have an adverse effect on their ability to perform their Services under the Contract.

1.17.4 Corrupt Practices

- The Consultant have not made, directly or indirectly, any material payment or promise to pay, or material gift or promise to give, or authorized such a promise or gift, of any money or anything of material value, directly or indirectly, to any official of any Government or the Authority or its shareholders or any political party or official thereof or any of their Affiliates and Associates for the purpose of influencing any such official or inducing him or her to use his or her influence to affect any act or decision in relation to the Contract or the Assignment, including the appointment of the Bidder.

1.17.5 Expertise of the Consultant

- The Consultant have and shall apply the reasonable professional skills and expertise to undertake the Services required under the Contract expeditiously and consistent with reasonable professional skill and care, good industry practices. Each of the representations made and warranties given above are and shall be true and correct as of the date of the execution of the Contract and any the Consultant alone shall be responsible and liable for any consequences arising from their incorrectness.

1.18. Obligations of the Authority

1.18.1 Change in the Applicable Law

- If, after the date of the Contract, there is any change in the Applicable Law with respect to (increase/ decrease) of taxes and duties, the Consultant has to bear all the taxes, duties, levies or transportation charges etc, excluding GST.

1.18.2 Services and Facilities

- The Authority shall, on best effort basis, make available to the Consultant the information, documents and facilities required for satisfactory completion of this Assignment as may be available with it.

1.18.3 Obligations of the Authority

- The Authority shall facilitate the Consultant by providing all the necessary support and arrangements to procure data and information.
- The Authority shall designate an Engineer/ representative to render decisions on behalf of the Authority and to exercise duties and obligations of the Authority as, may be delegated to him and to deal with matters in relation to the Assignment.
- The Authority shall render written/or on email decisions as early as reasonably possible, but not exceeding 7 (Seven) working Days at the maximum after receiving written/e-mail documents submitted by the Consultant that require the decision of the Authority in order to avoid delay in the progress of the Consultant's Services.

- The Authority shall review the documents provided by the Consultant as early as possible and provide decisions and replies to avoid any delay in the progress of the Services. The Authority shall immediately notify the Consultant in writing in the event it becomes aware of any non-conformance of the documents with provisions of the Contract.
- The Authority shall consult with the Consultant before issuing interpretations of documents prepared by the Consultant.
- The Authority shall provide to the Consultant and/or its agents access to the Site for execution of Services under the Contract.

1.19. Currency of Payment

- All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

1.20. Force Majeure

1.20.1 Definition

- For the purposes of the Contract, **"Force Majeure"** means any event occurring due to Act of God, war, war like conditions, blockades, embargoes, insurrection, Governmental directions and intervention of agencies of government, fire, flood, earthquake, riot, strikes, storm, volcanic eruptions, typhoons, hurricanes, tidal waves, landslides, lightning explosions, whirlwind, Acts of war, prolonged failure of energy, revocation of approvals granted by the government, action and / or order by statutory and/or government authority, acquisition, requisition or dispossession of the land or any part thereof, third party action or governmental or other authority or any other act of commission or omission or cause beyond the control of the party affected thereby.

1.20.2 No Breach of Contract

- The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under the Contract insofar as such inability or failure arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

1.20.3 Extension of Time due to Force Majeure

- If performance of obligations hereunder is affected by a Force Majeure incident, the affected Party shall notify the other Party in writing within Ten (10) days from the occurrence of the incident with sufficient proof thereof. Any period within which a Party is prevented from completing 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.

1.20.4 Payments

- Parties shall discuss the impact degree of the Force Majeure incident upon the performance of the Contract, to decide whether to terminate the Contract or to partially exempt the performance of the obligations hereof or to postpone the performance hereof. Upon the occurrence of a Force Majeure incident, neither Party shall be deemed in default or failing to perform the obligations hereunder, and the payments which have accrued before the occurrence of the Force Majeure incident shall not be affected, and Authority shall pay, after issuing or receiving the written notice, the Consultant for Services performed prior/ up to notice of such Force

Majeure incident including, the works in progress, mutually agreed by both the parties.

1.20.5 Suspension of Assignment by the Authority due to Force Majeure or otherwise

- If the Authority suspends this Assignment through no fault of itself or due to factors beyond the control of the Authority (including Force Majeure), the Authority shall notify the Consultant in writing within thirty (30) days. When the Assignment is resumed within six (6) months and there are no modifications, the Contract shall continue to be in vogue, and the contract fees shall not be changed. The Authority shall provide for the Consultant a reasonable period for the resumption of the Services. In case the suspension is beyond six months period, the parties would mutually decide on the time for remobilization. The compensation to the Consultant would be mutually decided and agreed upon.

1.21. The Governing Law

- The law governing the Contract shall be Laws of India and courts at Jabalpur shall have exclusive jurisdiction.

1.22. Settlement of Disputes

- Any difference or dispute arising out of or in relation to this contract or any breach thereof shall first be attempted to be resolved amicably through mutual discussion and negotiation between the Authority and the Consultant. After notifying the difference by either Party, the authorized representative of the Parties shall meet for negotiation at a mutually agreed date, time and place, and make their best endeavour to resolve the difference in most equitable and justifiable manner.
- In case of dispute is not resolved amicably within 30 (days) or in case of failure of amicable settlement, then the matter will be referred to Arbitration. The law governing Arbitration shall be Arbitration and Conciliation Act, 1996 and venue of the arbitration shall be at Jabalpur.
- The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The Award made by the Arbitrator/ Arbitrators shall be final and binding on the Parties.
- The law governing Arbitration shall be Arbitration and Conciliation Act, 1996 and venue of the arbitration shall be at Jabalpur. The courts at Jabalpur shall have the exclusive jurisdiction to decide the matter arising out of the Arbitration. The language of arbitration proceedings and pleadings by the Parties shall be in English.

1.23. LIQUIDATED DAMAGES AND PENALTIES

1.23.1 Liquidated Damages for error/variation

- In case any material error or variation is detected in the reports, drawings, DPRs, or bid documents 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 10% (ten per cent) of the Consultancy Fees will be imposed.

1.23.2 Liquidated Damages for delay

- In case of delay in submission of deliverables beyond two weeks from due date of submission of deliverable, liquidated damages not exceeding an amount equal to 0.5% (Zero-point five percent) per day of the milestone payment, subject to a maximum of 10% (ten percent) of the milestone payment will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay

due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

1.23.3 Encashment and appropriation of Performance Security

- The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages.

1.24. Time Extension and financial limits

- The authority may provide multiple time-extensions to the Consultant on the mutually agreed terms and conditions after initial term of 36 months.
- The Authority may provide a maximum of 20% financial extension on contract value.

2. INSTRUCTION TO BIDDERS

2.1 General

- From the time of bid advertisement to the time of Contract award, if any Bidder wishes to contact the JSCL (or designated officer) on any matter related to the bid, it should do so in writing at the address mentioned in Bid Fact Sheet.
- The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the JSCL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- Bidders should submit only one Bid.
- The Bids shall remain valid for the period of 180 days after the bid submission deadline date prescribed by the JSCL.
- Any bid NOT accompanied by an enforceable and compliant bid security (EMD) may be rejected by the JSCL as non-responsive.
- The bid security of unsuccessful Bidders shall be returned as promptly as possible within the period of 30 days after the date of award of contract to the successful Bidder. No interest will be payable by the JSCL on the amount of the Bid Security.
- The bid security of the unsuccessful Bidder shall be returned as promptly as possible within the period of 30 days once the successful Bidder has signed the Contract and furnished the required performance security.
- The bid security will be forfeited by JSCL on account of one or more the following reasons:

    a) If a bidder withdraws its bid during the period of bid validity
    b) If the successful bidder fails to sign the contract in accordance with terms and conditions of this RFP.

2.2 Consortium condition

No consortium/JV is allowed in this project.

2.3 Conflict of Interest

- JSCL requires that the Bidders provide professional, objective, and impartial service and at all times hold the Authority's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- Bidder shall not have a conflict of interest that may affect the selection process or the Service pursuant to this document. The bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Authority and the Assignment, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidders or the termination of its Contract. Any Bidder found to have a Conflict of Interest shall be disqualified.

- The agency shall not engage and shall cause its personnel as well as sub-contractors if any and their personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict, with the activities assigned to them under or pursuant to this Agreement.

- Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest that affects the selection process, if:

  A. Such Bidder has a relationship with another Bidder, 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 Bidder; or

  B. There is a conflict among this and other assignments of the Bidder (including its key personnel) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Agency depend on the circumstances of each case. While providing services to JSCL for this particular assignment, the Agency shall not take up any assignment that by its nature will result in conflict with the present assignment;

2.4 Submission, Receipt and opening of Proposals

- The original Proposal (Technical Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the Proposal must initial such corrections. Submission for both Technical and Financial Proposals should respectively be in the formats given in Annexure-2 and Annexure-3 of the RFP. The proposal shall be submitted in English Language only.

- No conditional tender/ bid/ proposal will be accepted.

- All the pages of the proposals (Technical Proposal and Financial Proposal) shall contain Bidder's stamp along with initials. Each page of the RFP document duly signed by the authorized signatory is to be returned acknowledging the terms and condition thereof. An authorized signatory of the Bidders shall initial all pages of the original Proposals. The signed Proposals shall be marked "Original".

- Technical and Financial Proposal would only be submitted online. However, in case required for any clarity of submitted documents, JSCL may ask for hard copy of the same/original copy.

Checklist: Clear copy of documents to be submitted online

I. Payment Receipt towards purchase of document.
II. Bid Security / EMD in online mode.
III. Letter of Proposal Annexure-1
IV. Technical Proposal Format -Annexure 2
V. Details of the bidder and its technical capability Annexure 2.1
VI. Format for Project Citations -Annexure 2.2
VII. Proposed Work Plan, Approach and Methodology -Annexure 2.3
VIII. Financial Proposal Cover Letter -Annexure 3
IX. Letter of Appointment-Annexure 4

X. Agreement forms between JSCL and Bidder -Annexure 5
XI. Format for CV of Key Personnel-Annexure 6
XII. Format for Declaration by the bidder for not being Blacklisted / Debarred-Annexure 7
XIII. Format of sending pre bid queries-Annexure 8
XIV. Format for Annual Turnover Annexure 9
XV. Format for Performance Bank Guarantee Annexure-10
XVI. Self-declaration against the Rule 144 (xi) in GFRs 2017 – Annexure 11
XVII. No Deviation Certificate - Annexure 13
XVIII. Total Responsibility Certificate - Annexure 14
XIX. Power of attorney - Annexure 17

Financial Proposal (Submit Online only)

- Only enclosed formats as provided in this RFP should be used. All sheets need to be submitted after affixing seal of the entity/ company and signature of the authorised signatory. Additional sheets, duly authenticated, may be attached to elucidate specifications or clarify the specific issues.
- Consortium is not permitted to bid.

2.5 Confidentiality

- The Selected Agency shall keep all the information pertaining to the assignment confidential and shall not provide/disclose any information of the assignment to anybody except on specific instructions in writing from JSCL.

2.6 Right to reject any or all Proposals

- Not with standing anything contained in this RFP, JSCL reserves the right to accept or reject any Proposal and to annul the selection process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- JSCL reserves the right to reject any Proposal if:
- At any time, a material misrepresentation is made or discovered, or
- The Bidder does not provide, within the time specified by JSCL, the supplemental information sought by JSCL for evaluation of the Proposal
- Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified / rejected, then JSCL reserves the right to consider the next preferred Bidder, or take any other measure as may be deemed fit in the sole discretion of JSCL, including annulment of the selection process.
- JSCL reserves the right to forfeit the Bid Security/ EMD amount on non- acceptance/ non-compliance of offer in full or part or if JSCL feels that the Bidder has misguided in any way.

2.7 Property Rights of Assignment Outputs

- Bidder shall hand over all the related data, pictures, visuals, images, sound, script and any other workings and outputs generated for executing the assignment as and when requested by JSCL if applicable and on successful completion of the assignment in editable soft and hard copies.

- Such database and outputs as developed for the assignment shall be the Sole Property of JSCL and the Agency shall treat all this information Confidential and shall not share with anybody else except on specific written instructions.

2.8 Award of Contract

- The Letter of Appointment will be issued separately to the selected bidder.

- An Agreement will be executed with the selected bidder for the Services as described in this RFP.

2.9 Rights reserved with JSCL

The JSCL reserves the following rights: -

- Reject the proposals received in response to the RFP containing any deviation from the payment terms stipulated in the RFP;
- Waive or change any formalities, irregularities, or inconsistencies in proposal format delivery;
- Extend the time for submission of proposal;
- Modify the RFP document, by an amendment that would be informed to the short-listed bidders;
- Independently ascertain information from other organizations to which bidder has already extended services for similar assignments;
- To terminate the services if the assignment is not proceeding in accordance with the terms of contract as mentioned in the clause 1.8

2.10 Contacts during Bid Evaluation

The Bids shall be deemed to be under consideration immediately after they are opened and until such time JSCL makes official intimation of award rejection to the Bidders. While the Bids are under consideration, the Bidders and or their representatives or other interested parties are advised to refrain from contacting by any means, JSCL and or their employees' representatives on matters related to the Bids under consideration.

2.11 Fraud and Corrupt Practices

- The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, JSCL shall reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Successful Bidder, as the case may be, if it

determines that the Bidder or Successful Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, JSCL shall forfeit and appropriate the Bid Security (EMD), as the case may be, as Damages without prejudice to any other right or remedy that may be available to JSCL hereunder or otherwise.

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

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

    i. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of JSCL who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of JSCL, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);

    ii. "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

    iii. "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 Bidding Process;

    iv. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by JSCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and "Restrictive practice" means forming a cartel or arriving at any understanding or

arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

2.12 Pre-Bid Conference

- Pre-Bid conferences of the Bidders shall be convened at the designated date, time and place as per data sheet. Two people from one bidder shall be allowed to attend the meeting at their own cost and seek clarification regarding any aspect and understand the requirement of the department.
- All bidder shall send their queries to ceojscl@mpurban.gov.in till the pre bid meeting date in a respective format given in Annexure-8, JSCL has right to not accept any queries received after mentioned date.
- During the course of Pre-Bid conferences, the Bidders shall be free to seek clarifications and make suggestions for consideration of JSCL. JSCL shall endeavour to provide clarifications and such further information as it may, at its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- Response to the queries and clarification shall be uploaded by the JSCL on MP e-Tender Portal.
- At any time prior to the last date of receipt of the bids, JSCL may, for any reason, whether at its own initiative or in response to a clarification raised by a prospective bidder, modify the Bidding Document through a Corrigendum.
- Any such corrigendum shall become part of this RFP.
- In order to provide prospective bidder reasonable time for taking the corrigendum into account, JSCL may, at its discretion, extend the last date for the submission of the Bid.

2.13 Miscellaneous

- The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bhopal shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

- JSCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

    a) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
    b) Consult with any Bidder in order to receive clarification or further information;
    c) Retain any information and/ or evidence submitted to JSCL by, on behalf of, and/ or in relation to any Bidder; or
    d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
    e) Bidder shall analyse and assess the complete scope of work as per RFP. If bidder feels any such line item is being missed in RFP for some/any specific

scope of work as mentioned in the RFP the same must be put up in queries and for further clarification during pre-bid meeting.

- It shall be deemed that by submitting the Bid, the Bidder agrees and releases JSCL, 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.

2.14 The Bidder

The Bidder for participation in the Selection Process, must be a single entity to execute the project. The term 'Bidder' used herein would apply to single Entity. The bidder shall be severally responsible for complete scope.

2.15 Sub-Contracting

Sub-contracting is not allowed.

2.16 Right to Vary Identified Projects

- If JSCL does not undertake any activity or reduce its volume/scope compared to the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- Repeat orders for additional quantities/service may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased

2.17 Non-disclosure Agreement

Successful bidder shall require signing the Non- Disclosure Agreement with the JSCL

2.18 Site visit

The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarize himself with the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

2.19 Brief description of Bidding Process

- The Bidder shall submit its EMD, Technical and Financial Proposals, through online submission only at www.mptenders.gov.in
- The Proposals super scribing the name RFP FOR – "Selection of agency to carry out field surveys, DPR preparation, bid process management, Monitoring and Supervision works for Solid Waste Management Projects under CITIIS 2.0 in Jabalpur City**"**
- The Bid shall be valid for a period of not less than 180 (one hundred eighty) days from the Bid Due Date.

- In terms of the RFP, a Bidder is required to deposit, along with its Bid, a bid security amount as Earnest Money Deposit ("EMD") of INR 81,000/- (INR eighty-one thousand) ("Bid Security") through any online mode and the validity period shall not be less than 180 (one hundred and eighty) days from the Bid due date and may be extended as may be mutually agreed between JSCL and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security/ EMD.
- Financial bid will not be opened for those bidders, who do not qualify the technical evaluation. Bid Security amount shall be returned for those who do not qualify the financial evaluation stage and after PBG is submitted by successful bidder.
- This RFP document can be downloaded from https://www.mptenders.gov.in/and purchased only from the above-mentioned website. Bidding document is downloaded from the website, then the Bidder will pay a sum of INR 12,500/- + GST as non-refundable cost of the bidding document on or before submission of Bid. The payment shall be made through online only.
- Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexure, etc. shall be signed and stamped by the person or persons signing the bid.
- The Bidder should submit a Power of Attorney as per the format set forth in Annexure-17, authorizing the signatory of the Bid to commit the Bidder.

2.20 Performance Bank Guarantee

The successful bidder, shall submit 5% PBG of the total contract value at the time of agreement (PBG Format shared in annexure-10) within fifteen (15) working days from the date of issuance of LOA,

We do hereby undertake, that until a contract is prepared and executed, this bid together with your written acceptance thereof, the RFP and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in Annexure 10, payable on demand, for the due performance and fulfilment of the contract by the bidder.

The PBG shall be valid till satisfactory completion of Post Implementation maintenance Support. The PBG may be discharged/returned by JSCL upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the PBG. The PBG shall be valid only up to the completion of project.

In case the project is extended after the project schedule as mentioned in the RFP, the PBG shall be accordingly extended by the Successful Bidder till the extended period

In the event of the Bidder being unable to service the contract for whatever reason JSCL would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of JSCL under the contract in the matter, the proceeds of the PBG shall be payable to JSCL as compensation for any loss resulting from the bidder's failure to complete its obligations

under the Contract. JSCL shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default

JSCL shall also be entitled to make recoveries from the bidder's bills, PBG, or from any other amount due to him under this Agreement, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

On satisfactory performance and completion of the order in all respects and duly certified to this effect by JSCL, Contract Completion Certificate shall be issued and the PBG would be returned to the Successful Bidder

2.21 Bid Evaluation

To be eligible for pre-qualification and short-listing, a bidder shall fulfil the below mentioned eligibility criteria:

a) The Technical Proposals shall be opened first.

b) The authority shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

c) The decision of the authority in the evaluation of responses to the RFP shall be final. No correspondence shall be entertained outside the process of negotiation/ discussion with the authority.

d) The authority may seek clarifications from any bidder, as necessary proposals and may visit Bidder's Authority site to validate the credentials/ citations claimed by the bidder.

e) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP

f) The total technical score shall be evaluated out of 100 marks. The Applicant must secure the minimum qualifying marks to qualify in the Technical Evaluation Criteria which is minimum 70 (Seventy) marks to qualify in the technical evaluation.

g) Only those bidders who obtain 70 marks or above in the technical evaluation shall be considered technically qualified and eligible for financial evaluation.

h) The Financial Bids of only those bidders who are found technically qualified shall be opened. Financial bids of technically disqualified bidders shall not be opened.

i) The Financial Bids shall be opened online.

2.22 Qualification Information

The Bidder shall fulfil the following qualification requirements:

2.21.1 Eligibility and Qualification Criteria for opening Price

The Bidder is a single entity to implement the Project.

2.23 Pre-Qualification

The proposal failing to meet any of the below pre-qualification eligibility criteria shall be disqualified and will not be considered for technical evaluation process

S.no.	Criteria	Supporting Documents*
PQ-1	The Bidder shall be single entity. The Applicant must be incorporated & registered in India under Companies Act 1956/2013 or Partnership Act 1932 or Limited Liability Partnership Act 2008 or proprietorship firm under relevant proprietary act. **Consortiums & JVs are not allowed**	Copy Certificate of proof of proprietorship or proof of Incorporation under Companies Act, 1956/2013 or proof of registered partnership firms and copies of valid PAN and GST number as per statutory requirements.
PQ-2	The Bidder must have a minimum Average Annual turnover of INR 81 Lakh in last three (03) preceding financial years. (FY 2021-22, FY 2022-23, FY 2023-24).	The Bidder shall submit: Audited statement for last 3 financial years (FY 2021-22, FY 2022-23, FY 2023-24). Certificate from the Statutory auditor / CA clearly specifying the average annual turnover for the specified years as per Annexure-9
PQ-3	Blacklisting: The Bidder should not be blacklisted by Central Government/any State Government/ Public Sector Undertaking entity/Smart cities in India or Similar agencies Globally for unsatisfactory Past performance, corrupt, fraudulent or any other unethical business practices as on date of submission of the proposal.	Undertaking by the authorized signatory as per the format given as Annexure-7
PQ-4	The Bidder must have a minimum experience of 05 years in Urban Infrastructure/solid waste consulting services in India.	The Bidder is required to furnish the Certificate of Incorporation to validate the same along with details of projects as per Annexure-12.1
PQ-5	The Bidder must have completed at least Three (03) Similar nature of work having consultancy fee of each project is **INR 32 Lakhs** or more in last 5 financial years. Or The Bidder must have completed at least Two (02) Similar nature of work having consultancy	In support to this criterion the bidder should submit, completion certificates duly signed by the competent authority from the client The supporting documents mentioned above should specify the project value. The details shall be furnished as per Annexure-12.2

	fee of each project is **INR 49 Lakhs** or more in last 5 financial years. Or The Bidder must have completed at least One (01) Similar nature of work having consultancy fee of each project is **INR 81 Lakh** or more in last 5 financial years	
	Similar nature of works means Consultancy in Solid waste management/ infrastructure works including Bio-CNG Plant/ Garbage Transfer Stations/ Waste processing units etc.	
PQ-6	Earnest Money Deposit	To be submitted online
PQ-7	Bid processing fee (Non-refundable) + applicable GST	To be submitted Online

* The above documents need to be submitted by the bidder.

Only bids from those bidders who have provided all documents as per the Pre-Qualification Criteria will be considered for Technical Evaluation.

2.24Technical Qualification Criteria

Technical bids of only those bidders who are found responsive and eligible as per the Pre-Qualification Criteria will be evaluated. Eligible bidders will be evaluated on the following criteria:

Following table describes technical evaluation parameter and its maximum marks for Technical Evaluation Criteria:

S. No.	Technical Evaluation Criteria	Technical Evaluation parameter	Marks	Supporting documents to be provided
1	Annual Turnover	Bidder should have an average annual turnover of INR 81 Lakh in last 3 audited financial years Annual Turnover / Marks >= INR 1.62 Crore / 10 >= INR 81 lakh and < INR 1.62 Crore / 05 *Note – In case bidder submits audited statement for financial years (FY 2022-23, FY 2023-24, FY 2024-25) it will be also taken in to consideration.*	*10*	The Bidder shall submit: Audited statement for last 3 financial years *(FY 2022-23, FY 2023-24, FY 2024-25).* Certificate from the Statutory auditor / CA clearly specifying the average annual

<table>
<tr><th>S. No.</th><th>Technical Evaluation Criteria</th><th>Technical Evaluation parameter</th><th>Marks</th><th>Supporting documents to be provided</th></tr>
<tr><td></td><td></td><td></td><td></td><td>turnover for the specified years, as per Annexure-9</td></tr>
<tr><td>2</td><td>Project Experience</td><td>
<table>
<tr><td>The Bidder must have completed Similar nature of work in last 5 financial years , having consultancy fee of each project is as mentioned .</td><td>Marks</td></tr>
<tr><td>1 Project of 81 lakh or more or
2 Projects 49 lakhs or more
3 Projects of 32 lakhs or more</td><td>15</td></tr>
<tr><td colspan="2">Additional marks on consultancy fee of each project are 81 lakh or more in last 5 financial years. (Projects assessed under the aforementioned marking criteria shall not be considered for the award of additional marks under any circumstances)</td></tr>
<tr><td>>4 projects</td><td>15</td></tr>
<tr><td>3 to 4 Projects</td><td>10</td></tr>
<tr><td>1 to 2 Project</td><td>5</td></tr>
</table>
Similar nature of works means Consultancy in Solid waste management/ infrastructure works including Bio-CNG Plant/ Garbage Transfer Stations/ Waste processing units etc.</td><td>30</td><td>Project citation as per Annexure 2.2 and Annexure 2.1

Work order/ Contract and Completion Certificate clearly highlighting the scope of work, Completion Certificate shall be issued & signed by the authorized signatory of the Authority entity on the entity’s letterhead, as per Annexure-12.1 & 12.2</td></tr>
<tr><td>3</td><td>Project Experience</td><td>
<table>
<tr><td>The Bidder must have completed at least One (01) work under Swachh Bharat mission having consultancy fee of INR 30 Lakhs or more</td><td>Marks</td></tr>
<tr><td>More than one Projects</td><td>10</td></tr>
<tr><td>One Project</td><td>5</td></tr>
</table>
</td><td>10</td><td>Work order/ Contract and Completion Certificate clearly highlighting the scope of work, Completion Certificate shall be issued & signed by the authorized</td></tr>
</table>

<table>
<tr><th>S. No.</th><th>Technical Evaluation Criteria</th><th>Technical Evaluation parameter</th><th>Marks</th><th>Supporting documents to be provided</th></tr>
<tr><td></td><td></td><td></td><td></td><td>signatory of the Authority entity on the entity's letterhead, as per Annexure-12.1, 12.2</td></tr>
<tr><td>4</td><td>Approach & Methodology</td><td>Detailed Approach & Methodology comprising of;
1. Overall Approach and Methodology
• Bidder's approach and work plan respond to the objectives indicated in the Scope of Work.
• Bidder's exhaustive response to all the requirements of the RFP
• Project timelines, resource assignment, dependencies, risk and its mitigation</td><td>10</td><td>As per Annexure 2.3</td></tr>
<tr><td>5</td><td>Technical Presentation cum Demo</td><td>• Key learnings from Similar Projects and How Do you Proposed to incorporate in the execution of this assignment.
• Similar Case Studies based on Bidders Experience.
• Any Other Components as required</td><td>20</td><td></td></tr>
<tr><td>6</td><td>Manpower deployment during implementation period</td><td>Key Personnel as per Clause 2.25
<table>
<tr><th>Position</th><th>Qualification</th><th>Experience</th><th>Marks</th></tr>
<tr><td>Team Leader</td><td>ME/ M. Tech in Environmental Engineering or Environmental Science or Public Health Engineering.</td><td>Minimum 15 Years of total experience of Consulting in which Minimum 8 years' experience in Solid Waste management /Smart City projects.</td><td>1. Total experience >=20 Yrs: 4 Marks.
2. Total experience >=18 Yrs: 03 Marks
3. Total experience >=15 Yrs: 02 Marks</td></tr>
<tr><td>Solid Waste Management Expert</td><td>Minimum Qualification of B.Sc./B.Tech/ B.E. or equivalent</td><td>- Authorized Diploma/certification in Solid waste management from Govt. recognized university/ institution/ college.
- Minimum 6 years of experience in Solid Waste Management.</td><td>1. Total experience >=10 Yrs: 4 Marks.
2. Total experience >= 8 Yrs: 03 Marks
3. Total experience >= 06 Yrs: 02 Marks</td></tr>
</table></td><td>20</td><td>As per format given in Annexure 6</td></tr>
</table>

S. No.	Technical Evaluation Criteria	Technical Evaluation parameter				Marks	Supporting documents to be provided
		Procurement Expert	Graduate in Management / law/ Business administration / economics. .	- 6 years of experience in the areas of public procurement/contract management/Bid process management.- Experience of atleast 1 project as consultant in execution of BOT projects / PPP projects / DBFOT projects / BOOT project / VGF projects.	1. Total experience >= 10 Yrs: 4 Marks. 2. Total experience >= 8 Yrs: 03 Marks 3. Total experience >= 06 Yrs: 02 Marks		
		IT expert	Bachelor's Degree in Computer Science / Information Technology / Electronics & Communication Engineering / MCA / M.Sc. (IT or Computer Science)	Minimum 5 years of professional experience in IT systems development, data analysis, and application deployment. Minimum 2–3 years of experience in implementing IT/MIS/GIS-based solutions in solid waste management projects. Experience in managing real-time tracking systems such as GPS/GIS-based vehicle tracking system, Application Integrations, Mobile and web application development etc.	1. Total experience >= 10 Yrs: 4 Marks. 2. Total experience >= 10 Yrs: 03 Marks 3. Total experience > = 8 Yrs: 02 Marks		
		Site Engineer cum Quantity Surveyor	Minimum qualification of Diploma in civil	Minimum Experience 5 years in infrastructure projects preferably in solid waste management	1. Total experience >= 10 Yrs: 4 Marks. 2. Total experience >= 8 Yrs: 03 Marks 3. Total experience >= 05 Yrs: 02 Marks		
Total						***100***	

Note: Technical Presentation shall be given by proposed Team Leader along with any other Team member. Only Two (02) representatives from each Firm are allowed to make presentation, including Team Member.

All key members should have relevant experience in bid document preparation and project execution in Solid waste management projects

2.25 Key Manpower requirements

The consultant shall deploy a highly qualified and experienced team at JSCL office to ensure the successful execution of the project. The proposed team will include experts with a diverse set of skills in project management, procurement, technical assistance, and documentation. The key members of the team and their roles are as follows:

S. No.	Position	Tenure of Deployment	Qty	Key qualification and experience
1.	Team Leader	36 months (Entire Project Duration)	1	• ME/ M. Tech in Environmental Engineering or Environmental Science or Public Health Engineering. • Minimum 15 Years of total experience of Consulting in which Minimum 8 years' experience in Solid Waste management /Smart City projects.
2.	Solid Waste Management Expert	36 months (Entire Project Duration)	1	• Minimum Qualification of B.Sc./B.Tech/B.E. or equivalent. • Authorized Diploma/certification in Solid waste management from Govt. recognized university/ institution/ college. • Minimum 6 years of experience in Solid Waste Management.
3.	Procurement Expert	18 months*	1	• Graduate in Management/ law/Business administration /economics. • 6 years of experience in the areas of public procurement/contract management/Bid process management. • Experience of atleast 1 project as consultant in execution of BOT projects/PPP projects/DBFOT projects/BOOT project/ VGF projects.
4.	IT expert	18 months*	1	• Bachelor's Degree in Computer Science / Information Technology / Electronics & Communication Engineering / MCA / M.Sc. (IT or Computer Science) • Minimum 5 years of professional experience in IT systems development, data analysis, and application deployment. Minimum 2–3 years of experience in implementing IT/MIS/GIS-based solutions in solid waste management projects. Experience in managing real-time tracking systems such as GPS/GIS-based vehicle tracking system, Application Integrations, Mobile and web application development etc.

5.	Site Engineer cum Quantity Surveyor	30 months*	1	• Minimum qualification of Diploma in civil • Minimum Experience 5 years in infrastructure projects preferably in solid waste management

Additional resources may also be required during the project specifically for specific implementation requirements, technical inputs or for staffing certain functions. Such requirements shall be fulfilled by the Consultants under this same contract.

**These experts shall be made available based upon the project requirement and as per written approval of the Authority.*

Note: -

1. CVs needs to be provided in the format provided as Annexure 6 in the RFP at the time of bid submission.
2. CV should be duly attested by HR/Authorized Signatory of the Bidder
3. Academic Qualification and experience would be with respect to proposed post in solution document. It is expected from the bidder that proposed resource educational qualification will be as per skill required for the project activities.
4. Team Leader should share Weekly/monthly progress report; shall attend all the weekly/monthly review meetings with JSCL and, should also represent the solution provider in all the important meetings
5. The Authority shall impose penalty of 2% of the total Consultancy Fees for every key person replacement after CV (s) submitted by consultants are approved by Authority and manpower is deployed. The Consultant shall deploy/engage the manpower of similar qualification/experience or higher within 15 days from the date of any keyperson(s) leaving the project, this shall be applicable only to the manpower deployed at JSCL. The Authority may ask for any replacement of keyperson(s) on performance grounds, under such circumstances no penalty shall be imposed. The maximum imposed penalty will be of 10% (ten percent) of the total Consultancy Fees.
6. The selection(s) will be made from the Qualified Bidders found to be eligible on the basis of the Technical Proposal (including presentation) in accordance to the procedure as described in Clause 2.26 Bid evaluation.
7. The Total Technical Score will be calculated out of 100 marks. The Applicant has to score the minimum Qualifying Marks to qualify in the Technical Evaluation Criteria which is Seventy (70) marks out of total 100 marks of Technical Evaluation criteria.
8. The Applicants scoring marks less than the minimum qualifying marks as mentioned above shall be disqualified for Financial Bid Opening. The Applicants scoring marks equal to or more than the minimum qualifying marks as mentioned above shall be declared as Technically Qualified Applicants.
9. Technical presentation is mandatory for each of the bidders qualifying PQ criteria.

2.26 Deleted

2.27Evaluation Methodology

Least cost-based Selection method will be followed for selecting the Bidder/ Agency

1. Bidder should secure 70 or greater than 70 Marks to get technically qualified.
2. The Technically qualified bidder with quoted least cost will be the selected bidder. **The Bidder with the least cost would be awarded the contract.**

2.27.1 In the event two or more proposals have the same quoted cost, the proposal with the higher technical score should be preferred and considered for award of contract.

- After selection, a Letter of Appointment ("LOA") shall be issued in the format prescribed under Annexure-4 here to or in the format as may be modified by JSCL for time to time, in duplicate, by JSCL to the Preferred Bidder and the Preferred Bidder 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 Preferred Bidder is not received by the stipulated date, JSCL may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Preferred Bidder to acknowledge the LOA.
- After acknowledgement of the LOA as aforesaid by the selected bidder, the selected bidder shall execute through its authorised signatory the contract Agreement with JSCL, in the draft format prescribed under Annexure-5 hereto or in the format as may be modified by JSCL for time to time. The selected bidder shall not be entitled to seek any deviation in the Agreement.

  This RFP includes the required Annexures for reference and the bidders are invited to submit their proposal for **"Selection of agency to carry out field surveys, DPR preparation, bid process management, Monitoring and Supervision works for Solid Waste Management Projects under CITIIS 2.0 in Jabalpur City"** in accordance with the annexed proposal documents.
- Any queries or request for additional information concerning this RFP shall be submitted in writing or e-mail to the officer designated below.

Address: Executive Director,
Jabalpur Smart City Limited,
Manas Bhawan Wright Town, Jabalpur 482001
Tel: - 9826658651, 9039294264
Contact person - ……
Email: - ceojscl@mpurban.gov.in,

2.28Financial Bid Format

The Bidder shall quote as per below Financial Bid Format:

S.No.	Description	Amount (Rs)
1.	**Consultancy fees (Lump Sum) for 36 months project engagement**	

Note

- Financial Bid needs to be submitted online as per the instructions given in the RFP in the format prescribed above.

- The Financial Proposal shall be quoted as a Lump Sum Price for the entire scope of services as defined in this Request for Proposal (RFP).
- The financial Bid shall include all the expenses required for the assignment and all the tax liabilities except the GST (as applicable). For the avoidance of doubt, it is clarified that all taxes except GST shall be deemed to be included in the costs shown under Consultancy Fees. GST as per the applicable rate shall be paid extra as applicable.
- All office expenditures, including but not limited to the procurement and maintenance of desktop computers/laptops, printers, printing costs, local conveyance, and other miscellaneous administrative expenses, shall be borne by the consultant and shall be deemed to be included in their quoted fee. No separate reimbursement shall be admissible for such expenditures.
- All the prices are to be entered in Indian Rupees (INR) only.

3. Terms of Reference

3.1 General

The Government of India has launched numerous initiatives to integrate climate-sensitive planning and sustainable development into national policies and programs. At the **COP26 conference** held in Glasgow in November 2021 under the **United Nations Framework Convention on Climate Change (UNFCCC),** the Honourable Prime Minister of India outlined the five key **nectar elements (Panchamrit)** of India's climate action strategy, including the ambitious target of achieving **net-zero emissions by 2070.**

Building on these national commitments, Jabalpur has emerged as a **leader in solid waste management and environmental sustainability** through its consistent efforts under the **Swachh Bharat Mission (SBM)** and the **National Clean Air Program (NCAP).** The city has made significant progress in improving **waste collection, processing, and disposal mechanisms.**

To ensure the effective implementation of the project in alignment with **MoHUA's guidelines, Jabalpur Smart City Limited (JSCL)** invites proposals from experienced and qualified agencies for the **"Selection of Agency to Carry Out Field Surveys, DPR Preparation, Bid Process Management, Monitoring, and Supervision Works for Solid Waste Management Projects under CITIIS 2.0 in Jabalpur City."** The selected agency will play a crucial role in the **planning, execution, and oversight** of city-level **solid waste management (SWM) projects.**

The consultant will focus on fostering **innovation, inclusion, and sustainability** in SWM projects while ensuring compliance with the policies and guidelines set forth by the **Government of India and the Government of Madhya Pradesh.**

Key Details of Tentative Identified Projects/Component :

Sr. No.	Suggestive Components under CITIIS 2.0	Tentative amount through grant (in Cr)	Tentative amount through PPP (in Cr)	Total (in Crore)
1	CBG Plant – 100 TPD (25 % VGF Model to be considered)	8.12	24.36	32.48
2	Construction & automation of 02 new Mechanized Transfer Stations (Capacity- 48 TPD x2)	9.0	-	9.0
3	Automation of 3 Existing Mechanized Transfer Stations (Capacity- 72 Tonne x1, 48 Tonne x1, 36 Tonne x1)	1.50	-	1.50
4	Decentralized MRF (25x2=50 TPD) at GTS locations	8.00	-	8.00
5	Monitoring (integrated Dashboard development along with IOT sensors, Connectivity, cloud, server, CCTV)	4.50	-	4.50
6	Mechanization of Existing 50 TPD C&D Plant	0.50	-	0.50
7	Swachh Iconic Spots (Visible Cleanliness initiative at High Footfall Areas)	25.00	-	25.00
	Total	**56.62**	**24.36**	**80.98**
	The approximate total cost of the above-mentioned projects is 80.98 Cr.			

3.2 Scope of Work

The primary objective is to engage a consultant that will assist Jabalpur smart city limited and Jabalpur Municipal Corporation in efficiently implementing selected projects/Components under CITIIS 2.0, adhering to the guidelines provided by the Ministry of Housing and Urban Affairs (MoHUA). This includes facilitating project maturation and implementation phases, ensuring compliance, timely deliverables, and the achievement of desired outcomes.

Key Responsibilities

The PMU/Consultant shall be responsible to:

1. Provide expert support during both the Maturation Phase i.e., Carry Out Field Surveys, DPR Preparation, Bid Process Management etc. and the Implementation Phase i.e., Monitoring, and Supervision Works, quality control, verification and certification of billing of implementation agency till the completion of project.
2. Act as a key facilitator between the Jabalpur smart city ltd, Jabalpur municipal corporation, government of Madhya Pradesh, MoHUA, NIUA and other bodies to streamline processes, ensure effective monitoring, and meet the project's technical, environmental, social, and communication objectives.

3.2.1 Maturation Phase

1. Preliminary Tasks:
    - The consultant shall be responsible for analysing the agreements/ guidelines/ directions/ circulars/ toolkits or any other document released by MoHUA, or the State Government, or any other department related to project under different programs to understand the funding structures, reporting cycles, and compliance requirements.
    - The consultant shall collaborate with MoHUA, and NIUA to initiate project activities and prepare for the deliverables.
    - The consultant provides technical support to authority to plan, design, prioritize, develop, procure, implement and monitor project components.
    - The consultant shall develop the project which would include but not limited to baseline mapping, existing situation assessment, market assessment, project identification, cost estimation, project prioritization and phasing, identifying and packaging projects, preparing capital investment plan, implementation roadmap, conducting feasibility study, preparing detailed project reports and tender documents and providing entire bid process management support in selection of implementing agencies.
    - The Consultant would support the Authority in project planning, budgeting, supervision, monitoring & evaluation, reporting and coordination to ensure timely project development and implementation in line with guidelines of NIUA, MoHUA and state govt.
    - Review financing and implementation plan of proposed project components under CITIIS 2.0 proposal. Assess project cost estimates, financing requirements, future cash flows, and sources of funds and financing modalities.

- Develop revenue model, identify revenue streams, support Jabalpur smart city limited and Jabalpur Municipal Corporation to operationalize revenue streams such as user fees, beneficiary charges and impact fees, land monetization, debt, loans, etc.
- Develop financial models, capital investment plans, finance and operating plans and resource mobilization strategy for project components proposed/approved under CITIIS 2.0.

2. Key Deliverables

The PMU/ Consultant shall guide and assist the Jabalpur smart city in preparing the following:

- **Baseline Study and Report**: Conduct a comprehensive study to establish the current project parameters and document the findings.
- **Project Logical Framework (PLF**): Draft and finalize the framework with support from Domestic Experts/ Jabalpur smart city. The PLF will outline the logical structure of the project, including its goals, objectives, and monitoring indicators.
- **Feasibility Study:** Prepare a detailed feasibility study to assess the technical, financial, and operational viability of the project.
- **Detailed Project Report (DPR)**: Develop a comprehensive DPR, which will include a robust Monitoring & Evaluation (M&E) plan. DPR may broadly include following contents:
    - Existing situation analysis: The Consultant shall collect primary and secondary data, carryout field investigations, and surveys for existing situation assessment. The consultant shall also study the existing and proposed DPR applicable to area. The consultant shall undertake demand projections to assess current and future requirements.
    - Detailed design: The design activities for the proposed project shall include detailed engineering analysis, architectural designs, engineering drawings, works specifications, bills of quantities, and cost estimates (engineer's cost) based on schedule of rates (SOR) followed by State Government and/or market rate analysis.
    - Phasing: The consultant shall prepare phasing plan for implementation of the project. The phasing may be based on technical, geographical, financial, functions parameters amongst others.
    - Statutory clearances: The Consultant shall assess and identify all statutory clearances and approvals required. The Consultant shall assist provide technical support to the Authority in obtaining all such clearances.
    - Each detailed project report may include project overview, existing situation analysis, project cost, sources of funding, internal revenue projections, implementation model, service levels, infrastructure requirements, options analysis, statutory clearances, risk management, and work plan.
- Preparation of Bid Documents: The Consultants shall prepare the bid documents for selection of implementing agency. The bid documents shall include but not limited to project objectives, scope of work and deliverables, timelines, contractual terms and conditions, payment terms and service levels. The tender documents shall include but not limited to expression of interest, project information memorandum (PIM) / project concept note (PCN),

request for qualification, request for proposal, notice inviting tender, corrigendum, addendum, contract agreement, service level agreement (SLA) etc. The Consultants shall also be responsible for developing standard templates for tender documents for all projects.

- Selection of Implementing Agencies: The Consultant shall support the Authority in managing the entire bid processes. This would include but not limited to advertising notices and tender documents, technical support for pre-bid meetings, drafting responses to pre-bid queries, appropriate modifications in tender documents, feasibility studies and detailed project reports, bid evaluation, preparation of bid evaluation reports, issuance of letter of award, negotiations and contract execution etc.

3. Reporting and Monitoring

- The consultant will work closely with the Domestic Expert to prepare the Maturation Phase Final Report (MPFR), a critical document that signals the completion of the Maturation Phase and triggers the Implementation Phase under CITIIS 2.0 program.
- The consultant will be responsible for regularly updating the CITIIS Management Platform (CMP) with the project's progress and compliance data, ensuring accurate and timely reporting.
- The consultant will prepare presentation and compliance reports according to the guidelines and instructions under different programs/missions. The consultant also helps the Domestic Expert to prepare the required details , reports etc as and when required.
- The consultant will ensure that the project complies with the monitoring requirements set by the NIUA, MoHUA, GoMP adhering to the prescribed monitoring frameworks and guidelines.

3.2.2 Implementation Phase

Project Execution:

- The consultant shall support the JSCL/JMC in managing contracts with contractors, service providers, and vendors, ensuring that all activities are in line with guidelines.
- The consultant shall oversee the procurement processes to ensure transparency, efficiency, and compliance with established guidelines.
- The consultant shall monitor and provide guidance on project execution, ensuring alignment with the approved Detailed Project Report (DPR).
- The consultant shall coordinate with Domestic Experts and transversal experts to resolve technical challenges.
- The consultant shall facilitate solutions to unforeseen issues during implementation.
- The consultant shall support in submitting the detailed biannual progress reports to NIUA under CITIIS2.0 and any kind of format/template/reports and other relevant documents required by state/central government or any other department.
- The consultant shall be responsible to provide support in preparation of final implementation reports for review and approval by the Apex Committee.

3.2.3 Scope and List of Identified Projects are not exhaustive

The Scope of work and list of Identified Projects specified in this Clause 3.1 and Clause 3.2 are not exhaustive and the Consultant shall undertake such other projects/tasks which are aligned with solid waste management under Swachh Bharat mission operational guidelines of MoHUA.

3.2.4 Project Closure:

The Consultant shall ensure that completion certificate is obtained by the implementing agencies after project has been successfully completed. The Consultant shall verify and certify that the project is implemented as per the detailed project reports, drawings and approved variations.

The Consultant shall transfer the knowledge and assets to the Authority at the end of contract period. This would include but not limited to handover hardcopy and softcopy of project data and related documents, master files with brief description of each document in an indexed manner and project closure report stating project planning and implementation process, key milestones and achievements, key learnings and challenges, improvements suggested and way forward.

The Consultants shall submit **progress reports on monthly basis** to the Authority to keep track of the project activities during the entire implementation phase. The consultant will also submit a report on Key learnings and lessons learned and a way forward.

3.3 Payment Schedule and Milestones

The Total Project duration is 36 months, further extendible at the discretion of Authority, based on the satisfactory performance of the Consultant. The Authority may provide multiple extensions to the Consultant on the mutually agreed terms and conditions.

a. Payment Schedule for Professional Fees

Stage	Deliverable	Percentage of the Fees Released
1	Submission & approval of a) Baseline Study Report, b) Project Logical Framework c) Feasibility Study	15%
2	Submission & approval of Detailed Project Report (DPR)	15%
3	Submission, approval & Publish of Draft RFQ/RFP of Identified Projects. • Identify the required approval of all clearances and assist with respect to documentation, getting required clearances/Approval, all the execution of necessary MoUs and agreement between respective Govt. authority and JSCL.	5%
4	Bid process management including signing of concessionaire agreement with the agency	5%
5	On execution of work worth 20% of its estimated cost	10%
6	On execution of work worth 40% of its estimated cost	10%
7	On execution of work worth 60% of its estimated cost	10%
8	On execution of work worth 80% of its estimated cost	10%
9	On execution of work worth 100% of its estimated cost	10%
10	On completion of Post Execution Stage	10%

	• Prepare and submit completion reports and drawings for the project as required and obtain "Completion Certificate" from statutory authorities, wherever required by the Authority/executing agency. • Issue sufficient drawings (editable File) and documents (editable file) to facilitate contractor(s) and executing agency to furnish as built drawings of entire project to the Authority.	

b. Milestone and Timelines

The below milestone and timelines shall be applicable for all individual projects and are independent from each other. The timelines shall start once the details of the project(s) are handed over to the Consultant

Milestones	**Timelines**
Project details handed over by Authority	T0
Submission of Baseline Study Report of each Identified Project	T0+15 = T1
Submission of Project Logical Framework & Feasibility Study of Identified Project	T1+15 = T2
Submission of Detailed Project Report (DPR)	T2+45=T3
Submission of Draft RFQ/RFP or EOI (if required) of Identified Project	T3+15 = T4
Selection of implementation agency	T4+45=T5
Note: Last milestone and timeline may be altered based on response of Bids/RFP.	

Note:

- The final project cost shall be determined as the lesser of the '**estimated cost'** or the '**awarded cost for implementation**', as per the outcome of the tendering process. Upon finalization of the awarded cost, all previous milestone-based payments made to the consultant shall be subject to reconciliation and adjustment in accordance with the final approved project cost.
- The Payment Schedule, **Milestone and Timelines** mentioned in above Clauses shall be pro-rated to the number of Projects completed (where implementation agency is appointed, and agreement is signed with JSCL) by consultant. The projects listed in Clause 3.1 are tentative and may be modified/deleted/added anytime by the Authority. *Example: if the consultant completes (where implementation agency is appointed, and agreement is signed with JSCL) 5 projects till the end of engagement period, the payment shall be made for only those completed 5 Projects. These payments will be release after the completion of each milestone as per 3.3 (a).*

Example of Release of Payment		
Particulars	**Formula**	**Amount in Rs**
If the total projects cost is	X	100
If the successful bidder will quote the fee in Rs.	Y	2.00
If the Consultant completes all the milestones for single project of Rs	Z	60
Then the released fee (100%) will be	Fee = (Y/X)*Z	1.2

- JSCL reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- No claim shall be entertained or become payable for price variation of additional quantities
- No escalations of prices will be considered under any circumstances.

4. Annexures

Annexure 1 Letter of Proposal

(*On Bidder's letter head*)

To,
Executive Director
Jabalpur Smart City Limited
Jabalpur
Sub: "Selection of agency to carry out field surveys, DPR preparation, bid process management, Monitoring and Supervision works for Solid Waste Management Projects under CITIIS 2.0 in Jabalpur City"

Dear Sir,

With reference to your RFP dated _____, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for "Selection of agency to carry out field surveys, DPR preparation, bid process management, Monitoring and Supervision works for Solid Waste Management Projects under CITIIS 2.0 in Jabalpur City". The proposal is unconditional and unqualified.

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.

2. I/We shall make available to JSCL any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

3. I/We acknowledge the right of JSCL to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

4. I/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 against us, nor been expelled from any project/assignment or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

5. I/We declare that:

a) I/We have examined and have no reservations to the RFP, including any Addendum which may be issued by JSCL;

b) I/We do not have any conflict of interest in accordance with the terms set forth in this Proposal;

c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined or mentioned in your RFP, in respect of any tender or request for proposal issued by or any agreement entered into with JSCL or any other public sector enterprise or any government, Central or State; and

d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of your RFP and this Proposal, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

6. I/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 Agency, without incurring any liability to the Bidders in accordance with your RFP and this Proposal.

7. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates 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 Assignment or which relates to a grave offence that outrages the moral sense of the community.

8. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

9. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.

10. I/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 JSCL [and/ or the Government of India/Madhya Pradesh] in connection with the selection of Agency or in connection with the selection process itself in respect of the above-mentioned Assignment.

11. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the for the Assignment is not awarded to me/us or our proposal is not opened or rejected.

12. I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Proposal Due Date specified in your RFP.

13. I/We have studied RFP and all other documents carefully and also surveyed the Assignment site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by JSCL or in respect of any matter arising out of or concerning or relating to the selection process including the award of Assignment.

14. This Technical Proposal as submitted by us in Appendix-A hereto read with the Financial Proposal as submitted by us in Appendix-B hereto shall constitute the Application made in response to the RFP and shall be binding on us.

15. I/We agree and undertake to abide by all the terms and conditions of your RFP including all their annexure. In witness thereof, I/we submit this Proposal under and in accordance with the terms of your RFP.

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

Yours faithfully,

(Signature, name and designation of the authorized signatory) (Name and seal of the Bidder)

Annexure 2 – Technical Proposal Format

Annexure 2.1 Details of the bidder and its technical capability

DETAILS OF THE BIDDER	
1.1	Title of Assignment: Selection of agency to carry out field surveys, DPR preparation, bid process management, Monitoring and Supervision works for Solid Waste Management Projects under CITIIS 2.0 in Jabalpur City
1.2	Details of Bidders: 1. (Details of incorporation) 2. (Registered/ Corporate/ Principal office address) 3. (Contact person, Designation, Email, Mobile) 4. (Other details as may be necessary)

TECHNICAL CAPABILITY OF THE BIDDER

Sr. No.	Projects	Year
1.		
2.		
3.		
4.		
5.		

Annexure 2.2 – Format for Project Citations

	Details	Attachment Ref. Number
Name of the project		
Authority for which the project was executed		
Name and contact details of the Authority		
Project Details		
Description of the project		
Scope of services		
Outcomes of the project		
Other Details		
Total cost of the project		
Total cost of the services provided by the Bidder		
Duration of the project (no. of months, start date, completion date, current status)		
Other Relevant Information		
Letter from the Authority to indicate the successful completion of the projects (if any)		
Copy of Work Order/Agreement		

Annexure 2.3: Proposed Work Plan, Approach and Methodology

It shall be described as follows:

1. Understanding of Scope of Work (not more than four pages)

The Bidder shall clearly state its understanding of the Scope of Work and also highlight its important aspects. The Bidder may supplement various requirements of the Scope of Work and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the Scope of Work.

2. Work Plan, Approach & Methodology (not more than four pages)

The Bidder shall submit Proposal Concept, Work Plan, approach & methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the Scope of Work. The Bidder should specify how the key personnel and expertise is proposed to be utilized for this assignment through the respective tasks, roles and responsibilities.

Annexure 3 – Financial Bid

Annexure 3.1 Financial Proposal Cover Letter
(To be submitted on the Letterhead of the Bidder)

Date: dd/mm/yyyy

To
Executive Director
Jabalpur Smart City Limited
Jabalpur, Madhya Pradesh
Subject: Bid for the _____
NIT No: ----------

Dear Sir,
We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Technical Specifications, Service Level Agreement & in conformity with the said bidding document for the same.

I. I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price is inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of taxes/duties/levies (excluding GST) as mentioned in the financial bid format.
II. I / We undertake, if our bid is accepted, to deliver the goods & services in accordance with the delivery schedule specified in the RFP.
III. I/We undertake to successfully operationalize the entire solution as per scope of work mentioned in the RFP document.
IV. I/ We have examined and have no reservations to the Bidding Documents, including any corrigendum/addendums issued by JSCL;
V. I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee as prescribed in the RFP.
VI. I / We agree to abide by this bid for a period of 180 days from the date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
VII. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

VIII. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any bid you may receive. We agree to all the terms & conditions as mentioned in the RFP document and submit that we have not submitted any deviations in this regard.
In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,
(Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory)
Date:
Place:
Name and seal of Bidder/Lead Member

Annexure 4 - Letter of Appointment

To,

Kind Attn:

Sub: - **Letter of Appointment (LOA) for Selection of agency to carry out field surveys, DPR preparation, bid process management, Monitoring and Supervision works for Solid Waste Management Projects under CITIIS 2.0 in Jabalpur City" (NIT No.:_____).**

Dear Sir,

1) We refer to your Bid, dated _____,submitted in response to the invitation for Bids for " *Selection of agency to carry out field surveys, DPR preparation, bid process management, Monitoring and Supervision works for Solid Waste Management Projects under CITIIS 2.0 in Jabalpur City*" (NIT No.:_____) .
2) Jabalpur Smart City Limited (JSCL) is pleased to inform you that your Bid dated _____, for **"Selection of agency to carry out field surveys, DPR preparation, bid process management, Monitoring and Supervision works for Solid Waste Management Projects under CITIIS 2.0 in Jabalpur City**" for Jabalpur Smart City Limited" has accepted by JSCL. You have been selected as the Preferred Bidder for the Price of Rs. _____/- (In words _____)subject to fulfilment of all terms and conditions specified in the bid document. The payment under the contract will be as per the terms given in the tender and accepted rate.
3) We request that, within 15 (fifteen) days of the receipt of this Letter of Appointment, you shall sign the Agreement, prepared by JSCL / Authority as per the terms mentioned in the Instruction to Bidders of the bid documents. In the event you fail to comply with the same within the prescribed time limit, JSCL shall be entitled to forfeit the Bid Security and annul the award of Contract.

   Kindly convey your acceptance of this "Letter of Appointment" by signing duplicate copy by your authorized representative and deliver the same to us.

Agreed and Accepted

Signature of the Authorized Representative of the Authority (i.e. JSCL) Name: Address: Date: Place: Company Seal:	Signature of the Authorized Representative of the Bidder Name: Address: Date: Place: Company Seal:

Annexure-5 Agreement between JSCL & the Successful Bidder

AGREEMENT FORM

For

This agreement, made the……day of between……..(name and address of Employer) [hereinafter called the authority]and…….. (Name and address of Agency) hereinafter called "the agency " of the other part.

Whereas the authority is desirous that the Agency execute …… (name and NIT number of RFP) (herein after called "the Works") and the authority has accepted the Bid by the Agency for the execution and completion of such Works and the remedying of any defects therein, at a cost of Rs……..

NOW THIS AGREEMENT WITNESSETH as follows:

a) In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
b) In consideration of the payments to be made by the authority to the Agency as hereinafter mentioned, the Agency hereby covenants with the authority to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the contract.
c) The authority hereby covenants to pay the Agency in consideration of the execution and completion of the consultancy Works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
d) The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.
    1) The Agreement Form
    2) Letter of Acceptance,
    3) Agency Proposal
    4) All Annexures as per RFP
    5) Request for Proposal
    6) Financial Proposal
    7) Any other document listed in the Contract Data as forming part of the Contract

In witnessed whereof the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said

in the presence of:

Binding Signature of authority’s Representative

Binding Signature of Agency

Annexure 6 – Format for CV of Key Personnel

Name and Photograph of the Staff	
Current Designation in the Organization	
Proposed Role in the Project	
Proposed Responsibilities in the Project	
Date of Birth	Degree Institution From (Year) To (Year)
Education	
Summary of Key Training and Certifications	
Countries of Work Experience	
Language Proficiency	Language Reading Writing Speaking
Employment Record (For the total relevant experience	From To Employer Position held
Total No. of Years of Work Experience	
Total No. of Years of Experience for the Role proposed	

Highlights of relevant assignments handled and significant accomplishments (Use following format for each project)

Name of assignment or project:	
Duration (From Month and Year – To Month and Year):	
Location:	
Authority:	
Positions held:	
Main project features:	
Work Undertaken	

Certifications

I, the undersigned certify that:

To the best of my knowledge and belief, this CV correctly describes the proposed candidate, his/her qualifications and his/her experience.

I understand that misstatement described herein may lead to disqualification of the firm.

Name & Signature (HR of the Bidding Entity)

Annexure 7 - Format for Declaration by the bidder for not being Blacklisted / Debarred

(To be submitted on the Letterhead of the Bidder)

Date: dd/mm/yyyy

To
Executive Director
Jabalpur Smart City Limited,
Jabalpur, Madhya Pradesh

Subject: Declaration for not being debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid
NIT No: ----------

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the Company _____ is not debarred / black-listed by any Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on last date of submission of the Bid. In the event of any deviation from the information/ declaration, JSCL reserves the right to reject the Bid or terminate the Contract without any compensation to the successful bidder.

Thanking you,
Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:
Name:
Designation:
Address:
Telephone & Fax:
E-mail address:

Annexure 8 - Format of sending pre-bid queries

NIT No: ----------

Bidder's Request for Clarification	
Name and complete official address of Organization submitting query / request for clarification	Telephone, Fax and E-mail of the organization Tel: Fax: Email:

S.no	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required
1				
2				

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped

Note: Bidder(s) are requested to send the queries in PDF with Sign and Company Seal and in MS Excel for making consolidation process easy.

Annexure 9 – Format for Annual Turnover

ANNUAL TURNOVER

Requirements: The Average Annual Turnover to be provided in the following format for the last 3 Audited Financial Years (2021-22, 2022-23, 2023-24)

Financial Information			
Financial Year			
Annual Turnover (in INR)			
AVERAGE ANNUAL TURNOVER			
Note: 1. Annual turnover should be supported by Audited Balance Sheet and certified by Statutory Auditors.			

Annexure 10 – Format for Performance Bank Guarantee

RFP Ref : < --- >

Date:

Bank Guarantee No.:

To
Executive Director
Jabalpur Smart City Limited Jabalpur, Madhya Pradesh

Dear Sir,
PERFORMANCE BANK GUARANTEE – For "**<Name of the Project>**" WHEREAS

M/s. "**<Name of the Successful bidder>**" a **<company/firm/partnership/or as applicable>** registered under the **< appropriate registration authority as applicable>** having its registered office at **< Address of the Successful Bidder**> (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract for "Selection of agency to carry out field surveys, DPR preparation, bid process management, Monitoring and Supervision works for Solid Waste Management Projects under CITIIS 2.0 in Jabalpur City" (Hereinafter, referred to as "Contract") with you.

We are aware of the fact that as per the terms of the Contract, M/s. "**<Name of the Successful Bidder>**" is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount of <**INR_____/- > < (Rs. (In word)s only) >**, to guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.
In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we **<name of the bank>, <address of the bank>,** have agreed to issue this Performance Bank Guarantee.

Therefore, we **<name of the bank>, <address of the bank>** hereby unconditionally and irrevocably guarantee you as under:

1. In the event of our constituent committing any breach / default of the said

Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum(s) not exceeding the sum of <**INR > < Rupees (in words) only>** without any demur.

2. Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

3. This Performance Bank Guarantee shall continue and hold good till entire period of contract <**mention the period of contract**> subject to the terms and conditions in the said Contract.

4. We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until**.**

5. We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

6. We hereby expressly waive all our rights: Requiring pursuing legal remedies against **JSCL**; and for notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

7. We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

8. We specifically confirm that no proof of any amount due to you under the

Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

10. This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to <**INR_____>/- < Rs. (in words) only>**, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of authority by express delegation of power/s and has / have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:
We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before end of contract period from the date of the said Contract.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.
This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such count.

Dated …….. this …….. day …….. year.

Yours faithfully,

For and on behalf of the **<name of the bank>,**

(Signature with Stamp & Seal)
Designation

<Name of the bank> <address of the bank>

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite Authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

Annexure 11 – Self-declaration against the Rule 144 (xi) in GFRs 2017

<To be printed on Company letterhead>

I/We represent that company is not a subsidiary/ affiliate/ attached office of any border Companies as may be banned by Government of India for doing business in India as per revision of GFR Rules, 2020 or, if from such a country, has been statutorily registered with the competent authority as per the procedure laid down in reference to Government Orders in this regard.

I/We hereby agree to provide copy of and/or produce original of all such documents as may be necessarily required to be submitted for evidence in this regard.

I/We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Sincerely,

(Signature of Authorised Signatory)

(Name, Designation and Company Seal)

Annexure 12.1
REMOVED

Annexure 12.2 – Details of completed assignments

	Name of company executed the assignment:
	Name of Assignment:
2.	**Name of Client:**
3.	**Client's Address:**
4.	**Nature of similar work and special features relevant to the contract for which the Bidding documents are issued:**
5.	**Total value of the Project:**
6.	**Consultancy Fee:**
7.	**Date of award/completion:**
8.	**Proof of completion attached herewith**
9.	**Remarks if any**

Annexure 13

REMOVED

Annexure 14

REMOVED

Annexure 15

Removed

Annexure 16

Removed

Annexure -17 Power of Attorney

(On a non-judicial stamp paper of appropriate value duly attested by notary public)

Know all men by these presents, we (name and address of the registered office of the Sole Applicant) do hereby constitute, appoint and authorize Mr./ Ms._____R/o

_____ who is presently employed with us and holding the position of_____, to do in our name and on our behalf, all such acts, deeds and things, necessary in connection with or incidental to the bid for "Selection of agency to carry out field surveys, DPR preparation, bid process management, Monitoring and Supervision works for Solid Waste Management Projects under CITIIS 2.0 in Jabalpur City**"**, including signing and submission of all documents and providing information/ responses to **JABALPUR SMART CITY LIMITED** and representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For (Signature)

(Name, Title and Address)

Accept

…… (Signature)

(Name, Title and Address of the Attorney) Notes:

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

Annexure -18 Covenant of Integrity

<To be printed on Company letterhead/ Affidavit>

I **[Name],** in my function as **[function/position held]** in **[name of the company]** and duly authorized representative for the signature of the contract to be signed for ***Selection of agency to carry out field surveys, DPR preparation, bid process management, Monitoring and Supervision works for Solid Waste Management Projects under CITIIS 2.0 in Jabalpur City*** hereby declare that we observe the highest standards of ethics during the procurement and, if we are successful in our tender, during the performance of the contract. We have not engaged nor will engage in, or have been convicted or sanctioned by any authority of, any fraud, corruption, collusion, coercion, obstruction, money laundering, financing of terrorism or other malpractice (hereafter referred to as "Prohibited Conduct")[1]. Where convictions occurred, details of the conviction and remedial measures are provided. If such events should occur in the future, including if any instance of Prohibited Conduct shall come to our attention, we hereby undertake to so inform [Promoter and AFD/EIB/KfW (whoever is MRI Lead Financier)] immediately.

Moreover, neither our company[2] nor any entity member of the joint venture or of the consortium or any one acting on our behalf, such as sub-contractors, is the subject of a current exclusion /has been the subject of any debarment, exclusion or other sanctioning decision by any of the Participating MRI Partners (AFD, EIB and/or KfW), EU institutions and/or any major Multi-lateral Development Bank (including World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development or Inter-American Development Bank) on the grounds of Prohibited Conduct and we further undertake to immediately inform [Promoter and AFD/EIB/KfW (whoever is MRI Lead Financier)] if this situation was to occur at a later stage. Where such a decision of exclusion has occurred, we commit to provide all necessary information and any remedial measures that have already been taken. I also declare that neither our company nor any entity member of the joint venture or of the consortium is currently included /has been included on the list of financial sanctions (including in particular the fight against financing of terrorism) adopted by the United Nations, the EU financial or any national sanction[3] list which is binding for any of the MRI Partners and we further undertake to immediately inform [Promoter and AFD] if this situation were to occur at a later stage.

We acknowledge that in the event our company or any entity member of the joint venture or of the consortium (i) is, after this Covenant of Integrity or the contract have been signed, added to any financial sanctions list enumerated above or (ii) is, before the contract has been signed, subject to any debarment, exclusion or otherwise sanctioning decision enumerated above or (iii)

[1] For KfW, please see "Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries" and FATF Recommendations;

For AFD, please see "AFD Group's policy to prevent and combat corruption, fraud, anti-competitive practices, money laundering and terrorist financing" and Guidelines for the procurement of AFD financed contracts in foreign countries".

[2] For the purposes of these provisions "company" or "entity" shall include directors, employees, agents.

[3] i.e. French sanction list for AFD, German sanction list for KfW.

made a false statement in the Covenant of Integrity, the contract may not be eligible for funding by one or more of the Participating MRI Partners (AFD, KfW). We commit not to procure goods and services from countries which are under an embargo which is binding upon AFD and KfW.

We also acknowledge that, in any of the afore-mentioned events, [Promoter] is entitled to exclude our company/ the consortium from the procurement procedure and, if the contract is awarded to our company/the consortium, we undertake to take all necessary remedial actions in a manner satisfactory to [Promoter]. Such events may lead to termination of the contract, in accordance with the terms of the contract.

We declare that we have paid, or will pay, the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract:[4]

Name of Recipient	**Address**	**Reason**	**Amount**

We grant the Participating MRI Partners and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, the right to inspect and copy our books and records and those of all our sub-contractors, under the contract, as well as joint venture/consortium partners. We accept to preserve these books and records generally in accordance with applicable law but in any case, for at least six years from the date of tender submission and, in the event, we are awarded the contract, at least six years from the date of substantial performance of the contract.

I declare that our company / consortium undertakes to comply with labour laws and national and international standards of environmental protection, health and safety applicable in the jurisdiction / country of implementation of the Project, including those contained in any relevant International Labour Organization (ILO) conventions and international agreements on environmental protection, as well as with mitigation measures of the Environmental and Social Management Plan if applicable.

.....	.....
(Place) *(Date)*	*(Signature)*

-: END OF DOCUMENT: -

[4] If none has been paid or is to be paid, indicate “none”.