REQUEST FOR PROPOSAL FOR BUSINESS PLAN & FINANCIAL MOBILISATION PLAN (2041)

FOR THE BRAJ REGION

Location: Mathura, Uttar Pradesh

Dated:17/12/2021

ISSUED BY:



DISCLAIMER

This e-Bid document for "Selection of Business Plan & Financial Mobilization Plan (2041) for the Braj Region Uttar Pradesh" contains brief information about the scope of work and selection process for the Successful Bidder (or "Consultant"). The purpose of the e- Bid document is to provide the Bidder/ Vendor with information to assist the formulation of their application ("the Application"). The services related to Business plan & Financial Mobilisation plan in the region envisaged by the Authority will further be known as "the Project."

While all efforts have been made to ensure the accuracy of information contained in this Document, this Document does not purport to contain all the information required by the Bidder. The Bidder should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their bid for the competition.

Mathura Vrindavan Development Authority("MVDA"), its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restriction or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from, to be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this e-Bid or arising in any way in this selection process.

MVDA reserves the right to accept or reject any or all applications without giving any reasons thereof. MVDA will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the entries to be submitted in accordance with the conditions listed in this e-Bid.

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1	Name of the Bid	Business Plan & Financial Mobilization Plan (2041) For The Braj Region Uttar Pradesh	
2	Bid Processing Fee	INR 10,000 + GST@18% (Payable by RTGS / NEFT to Secretary Mathura Vrindavan Development Authority vide A/c No: 77450100023162, IFSC: BARB0VJMATH, Bank of Baroda, Mathura	
3	Ernest Money Deposit (EMD)	INR 2,00,000.00/- (Two lakhs only)	
		(Payable by RTGS / NEFT to Secretary Mathura Vrindavan Development Authority vide A/c No: 77450100023162, IFSC: BARBOVJMATH, Bank of Baroda, Mathura	
4	Financial Bid to be submitted together with Technical Bid	Yes	
5	Name of the Authority's official for addressing queries and clarifications	Chief Engineer Mathura Vrindavan Development Authority 32 Civil Lines, Mathura 281001 U.P, Email: vcmvda2014@gmail.com	
6	Bid Validity Period	90 days	
7	Bid Language	English	
8	Bid Currency	INR	
9	Schedule of Bidding Process	cess	
	Task	Key Dates	
	Bid upload date	17/12/21 at 12:00 noon (IST)	
	Last date of receiving queries	22/12/21 till 5:00 pm hrs (IST)	
	Bid Start Date	17/12/21 hrs (IST)	
	Bid End Date	31/12/21 hrs (IST)	
	Opening of Technical Bids	01/01/22 at 12:00 noon (IST)	
	Technical presentation	04/01/22 at 11:00am (IST)	
	Opening of Financial Bid	04/01/22 at 5:00 pm (IST)	
	Issuance of Letter of Acceptance (LoA)	To be communicated later	
13	Account details	For Tender Fee	
		& EMD Bank of Baroda, near BSA college, Mathura Account No: 77450100023162 IFSC code: BARB0VJMATH	

1 INTRODUCTION

MVDA is requesting proposals from potential consultants for a Plan, more specifically, development of the Business Plan & Financial Mobilization Plan for the Braj Region 2041 and is seeking a qualified firm or individual with significant experience working with regional/city Business Plan & Financial Mobilization Plans.

The process shall analyze the current market situation and identify definite steps and specific actions to facilitate re-development, create new job opportunities, encourage entrepreneurship and innovation, enhance fiscal sustainability and investment in targeted development areas, place appropriate emphasis on the tourism/pilgrimage sector, increase private investment through PPP & CSR and build on and preserve the regions distinct sense of place. The continued goal is to maintain a collaborative approach to economic development throughout the community by partnering with both internal and external partners. The result will be a work plan for economic growth and established metrics with which to measure outcomes.

MVDA will receive sealed proposals for Business Plan & Financial Mobilization Plan for the Braj Region from consultants interested and qualified to perform such tasks as per the prescribed process and prequalification criteria.

It is the intent of the MVDA to select a single consultant to accomplish all the services outlined in this Request for Proposal and JV's/ Consortia are not allowed to participate in the above tender.

MVDA will receive sealed proposals for Business Plan & Financial Mobilization Plan for the Braj Region for a contract commencing on the date of the award by the MVDA and continuing for a period sufficient to complete the original scope of work but for no more than 16 (Sixteen) Week period.

MVDA reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualifying bidders to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion. MVDA further reserves the right to reject any sub consultant /firm proposed to be engaged by the consultant without assigning any reason thereof.

Request for Proposal documents are available at www.etender.up.nic.in. If Addenda are posted they shall be available at the same website.

1.1 BACKGROUND

1.1.1 Regional Setting

1.1.1.1 Location

The Braj Region falls within the modern-day Delhi, Jaipur, Agra Golden Triangle circuit. Braj Bhoomi, is spread over an area of around 5,400 square km bound by a periphery known traditionally and historically as 84 Kos spanning Mathura district of Uttar Pradesh, Bharatpur district in Rajasthan and Hodal Subdivision of Palwal District of Haryana. On its northern fringe, Braj region starts at around 90 KMs from India's capital New Delhi, along the National Highway-44.

1.1.2 Connectivity

1.1.2.1 Road Connectivity

The Braj Region has major access nodes from five areas as entry/exit points. The access nodes are from Delhi via Kosi Kalan, Hathras, Alwar, Bharatpur, and Agra. The important access link is Delhi – Agra route, as being the National Highway-44, passing through Mathura. Yamuna Expressway is a 6-lane (extendable to 8 lanes), 165 km long, controlled-access expressway, connecting Greater Noida with Agra in Uttar Pradesh. The other important access is the state highway from Bareilly to Alwar passing through Mathura, and others being access to Bharatpur along with other district roads.

1.1.2.2 Railway Connectivity

Mathura Junction is the major railway station of the Braj region. There are seven routes/lines Agra-Delhi chord, Delhi-Chennai line, Mathura-Bharatpur-Vadodara line, Mathura-Kasganj line, Mathura-Achhanera line, Mathura-Alwar line, Mathura-Vrindavan line (presently not working). Apart from the Mathura-Vrindavan line which is meter-gauge, all six lines are broad-gauge.

1.1.2.3 Air Connectivity

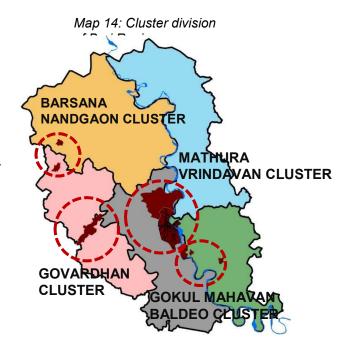
There is no domestic or international airport in Braj region. The nearby domestic airport is in Agra an international airport which is in Delhi is 175 Kms away.

1.1.3 Administrative Boundaries

Mathura district shares its boundary with Haryana, Rajasthan, and Delhi. The district is in the proximity of different cities like Delhi, Agra, Aligarh, Bharatpur, Alwar, Lucknow, Palwal, Jaipur, and Firozabad. The region of Braj can be divided into two distinct units: the eastern part in the trans-Yamuna tract which includes Gokul, Mahavan, Baldeo, Mant, and Manigarhi (Naujheel) Bajna; and the western side of the Yamuna covering the Mathura region that encompasses Vrindavan, Govardhan, Radha Kund, Barsana, Kosi Kalan and Nandgaon.

The district comprises of five tehsils namely Chhata, Mathura, Mant, Mahavan, and Govardhan (Govardhan, newly created in the year 2015). There are 10 Development Blocks in the district namely Nandgaon, Chhata, Chaumuha, Govardhan, Mathura, Farah, Baldeo, Naujheel, Mant, and Raya. The total area of the district is 3340.0 Sq. Km. The rural area covers 3185.7 Sq. Km. and urban recorded 154.3 Sq. Km. There are 479 Gram Panchayats and 880 Revenue villages out of which 730 inhabited villages and 150 uninhabited villages in the district.

Most tourists coming to Braj region only visit few major tourist spots such as Vrindavan, Govardhan, Mahavan, Gokul, Mathura, Baldeo etc. Large portion of the entire region remains unexplored due to lack of awareness about the rich cultural heritage of the entire region. Most tourist trips in Braj region last for approximately 1-2 days and do not contribute significantly to the economic development of the region. The multi-development pattern representing various themes can be seen along this region and mainly consist of industrial corridors, educational belts, highway resorts/ townships etc. The regions of Braj which lie along these belts and which are in close proximity to the main arterial networks have strong potential for tourism development with specific themes for promotion.



The Planning area has been divided into four clusters. The clusters follow the administrative boundaries of the blocks and tehsils. Out of the ten development blocks, following four clusters have been identified:

	Name of Cluster	Spatial location	Name of Sub-district/Tehsil
1	Barsana-Nandgaon	North-West of Braj region	Chata-Govardhan
2	Mathura-Vrindavan	Central Braj region	Mathura
3	Goverdhan	South-West of Braj region	Govardhan
4	Gokul-Mahavan-	South-East of Braj region	Mahavan
	Baldev		

1.2 DEFINITIONS

- Consultant Professional or consulting firm submitting a proposal to this RFP.
- Plan Business Plan & Financial Mobilization Plan for The Braj Region.
- RFP Request for Proposal; this solicitation.
- MVDA Mathura Vrindavan Development Authority
- UPBTVP Uttar Pradesh Braj Teerth Vikas Parishad
- Other definitions to be added as per standard form of contract of MVDA

1.3 OBJECTIVES

- 1) Provide a good quality of life through the provision of appropriate public services including infrastructure for residents and visitors.
- 2) Welcome diverse economic growth particularly the spread of the benefits of the extensive pilgrimage and tourism throughout the region.
- 3) Build a community that is sustainable for generations by preserving and honoring our Traditions, protecting the natural environment, and providing opportunities for sustainable growth.
- 4) Encourage economic growth by appropriate marketing the region.
- 5) Attract and maintain regional character.
- 6) Promote economic diversification in the region.
- 7) Promote job creation in the region.
- 8) Promote Braj region as a "Pilgrimage and Spiritual Hub."
- 9) Define budgetary requirements of ongoing & proposed projects/Plans, probable sources of project funding and revenue for MVDA/UPBTVP to implement the above said projects/plans.

2 WORK OUTLINE

- 1) Conduct stakeholder meetings a with various officials, interest groups, elected representatives, NGOs and trusts as directed by MVDA or as suitable to meet the objectives of this plan.
- 2) Evaluate strengths, weaknesses, opportunities, and challenges (particularly the issue of multiple administrative authorities and the restrictions placed due to the TTZ) regarding the regional economy and identify key drivers of economic growth & development.
- 3) Evaluate target industries and potential development areas.
- 4) Conduct necessary review of existing data including revenue/receipts and expenditure of MVDA/UPBTVP/ District Administration. Review stakeholder master plans, regional plans, and existing relevant policies/schemes of both the Central & State Government which could be of benefit to the region.
- 5) Conduct additional research as required to establish basis for SWOT analysis and targeted recommendations specifically focusing on the potential growth of the tertiary sector with respect to pilgrimage & related aspects of tourism.
- 6) Prepare and present a final report to MVDA/UPBTVP including new recommendations and implementation plan till 2041.
- 7) Identify the best method for prioritizing funding, including identifying projects for PPP and CSR funding and strategies to mobilize the same.
- 8) Identify key catalyst projects to impact economic development and present an implementation plan to MVDA regarding same.
- 9) These documents will build upon MVDA's/UPBTVP's existing plans including City Masterplan, Braj Teerth Development Plan, along with other relevant proposals of the Central & State Government, NGOs and Trusts, CSR plans of Corporate Entities that have set forth goals and objectives confirming to those of MVDA & UPBTVP for economic growth and sustainability.

3 BRIEF DESCRIPTION OF THE SELECTION PROCESS

i. An overview of the Project is as follows:

1.	Parameter	Description
S. No.		-
1	engagement	16 Weeks
2	Bidder/Applicant	Sole Bidder. Note: Bidder may be a private entity, government-owned entity
3	Consortium to be allowed	No
4	Sub/Contracting to be allowed	No
5	Eligibility conditions	To be eligible for evaluation of its Bid, the Bidder shall fulfill the
		following:
		A. Presence in Delhi/NCR: The Applicant must have a fully functional office in Delhi/NCR.
		 B. Financial Capacity: The Applicant must have an average annual turnover (from consultancy services) of at least INR 5 Crore in the last three financial years. Certified copies of Financial Statements to be attached as proofs. C. Technical Capacity: The Applicant must have the following experience: Experience in preparing the city level economic assessment based on growth drives/financial plans/business plans/city investment plans for city's financial sustainability and planning during the last 7 years for at least 2 Projects. Experience in developing business case for city authorities, Development Authorities, Housing development boards for market borrowing during the last 7 years for at least 2 Projects. Experience of developing financial capacity enhancement plan for municipalities, including creating land monetization plans during the last 7 years for at least 2 Projects. Experience in raising finances and managing then for infrastructure projects during the last 7 years for at least 2 Projects. Financial feasibility, project appraisal, financial modelling project structuring and financial planning during the last 7 years for at least 2 Projects. Experience in sectors of Urban/Transport/Tourism — involving demand assessment, strategic assessment, economic projections, economic impact analysis, Value for money analysis etc. during the last 7 years for at least 2 Projects.
		 Knowledge for urban development policies and issues and exposure of working on development control regulations
		during the last 7 years for at least 2 Projects.
		Note: Global/International experience is not eligible for evaluation.

6	Minimum	Technical	The Financial Proposal shall be opened for only those Bidders who
	Score		score a minimum of 70 marks in Technical Evaluation as mentioned
			in the Data Sheet.

4 COMMUNICATIONS

All communications should be addressed to:

Chief Engineer

Mathura Vrindavan Development Authority

32, Civil Lines, Mathura, Uttar Pradesh Pin - 281001

5 TERMS OF REFERENCE (TOR):

5.1 Preparation of Business Plan & Financial Mobilization Plan (2041) - Braj Region Uttar Pradesh

The Business Plan & Financial Mobilization Plan for the Braj Region 2041 must provide a multifaceted vision for the Braj region's economic and business development future as well as specific actions to ensure success. The plan must incorporate up-to-date economic development best practices. It must be realistic and implementable. It should identify key issues. MVDA/UPBTVP and all stakeholders must embrace the strategy as visionary and actionable.

The Consultant's overall responsibility and scope of work is to prepare an original Plan containing Aims, objectives, implementation plans, and metrics. The Consultant will also coordinate stakeholder meetings, conduct required research and collation of data from various sources carryout and document public outreach process as necessary. And seek client approval at various stages as defined in the schedule of payments.

The Consultant shall provide professional services to support the following tasks:

5.1.1 REGIONAL ECONOMIC ASSESSMENT

Analyze strengths, weaknesses, opportunities, and constraints of the local and regional economy. The review will include social, demographic, economic and physical factors, including, but not limited to, the following:

- 1. Existing and planned infrastructure.
- 2. Regional growth and development.
- 3. Existing economic base and competitive advantages.
- 4. Local land and building availability.
- 5. Locations for commercial and tertiary sector growth.
- 6. Regional competition and competitive assets.
- 7. Special initiatives for economic growth.
- 8. Comparative analysis of benchmark communities; and
- 9. Evaluation of local and regional labor characteristics, market trends, employment development resources, and workforce training opportunities.
 - (a) The Consultant will provide an analysis of the workforce of the Braj region.
 - (b) Analysis of the workforce that are employed by city's traditional art and pilgrimage.
 - (c) Identification of general training needed to improve the skills of the local workforce to meet existing and potential employment needs.
 - (d) Research of growth plans for regional educational institutions and vocational programs and the provision of strategies for ways to include graduates and non-graduates in the local workforce.

- 10. Analyze the potential impact of development (of transportation infrastructure) in surrounding areas and of other tourist/pilgrimage attractions in the region and the impact of major events held in the region.
- 11. The Consultant will analyze existing tourism product and their economic potential, revenue potential events and attractions. The Consultant will analyze and provide an estimated economic impact for events that could be held within the City of Mathura, including the following types: Guru Purnima, Holi, Krishan Janmashtami, and other community festivals, and provide recommendations regarding regional and destination level parikrama, marketing efforts and roles.
- 12. The Consultant will analyze and provide an estimated economic impact of the ongoing interventions (over the past 3 years) in the tourism/pilgrimage sector by UPBTVP/MVDA.

5.1.2 COMMUNITY INVOLVEMENT

A well-thought-out community and stakeholder involvement and outreach process, facilitated by the Consultant, is an essential part of the Plan. The Consultant will include facilitation techniques, marketing strategies including press outreach, website, and social media efforts to both inform stakeholders and seek their input. Likewise, the Consultant will conduct focus groups, public input meetings and interviews with the following:

- 1) MVDA, UPBTVP & District Administration.
- 2) Various government bodies, Departments.
- 3) Religious and cultural organizations.
- 4) Citizens and landowners.
- 5) Current business owners, developers, realtors.
- 6) Chamber of Commerce members.
- 7) Education leaders (vocational & higher education) and
- 8) Special event organizers, both non-profit and for-profit.

5.1.3 MEETINGS

The Consultant will conduct meetings as follows:

- 1) Initial staff meetings for organizational, technical, and substantive issues.
- 2) Initial meetings with community representatives to discuss issues of concern.
- 3) Ongoing review and discussion of drafts with MVDA/UPBTVP.
- 4) Public input meetings to review issues and obtain general direction.
- 5) Presentation of draft plan/proposal components to MVDA/UPBTV and
- 6) Presentation of draft plan/proposals at stakeholder meetings and final adoption.

5.1.4 ASSESSMENT OF DEVELOPMENT PLAN & CITY MASTER PLAN

The Consultant shall study the Development Plan & City Master Plan and determine the following:

- a) Shelf of Project and prioritization to determine annual expenditure for the same till 2041.
- b) The consultant will provide projection of estimated economic impact of the proposed interventions as per proposed as a part of Development plan/City master plan.
- c) The Consultant will analyze existing infrastructure and planned infrastructure and make suggested recommendations for the funding of key projects to aid timelier economic growth in the community.
- d) The Consultant will analyze proposed land use plans and provide an estimated economic impact of the same.

5.1.5 CASE STUDIES AND BENCHMARKING

- 1) Benchmarking and comparison with similar/ best practices and recommendations for improvement based on the same.
- 2) State and Central government programs or other programs relevant to the implementation of projects proposed as a part of Development plan/City master plan implemented including, specific recommendations towards tourism and pilgrimage and associated livelihood opportunities.

5.1.6 ASSESSMENT OF FINANCES OF UPBTV/MVDA/DISTRICTADMINISTRATION

- 1) Assessment of current revenue /receipts of MVDA, UPBTVP and Local bodies as well as District administration and expenditures on various sectors/projects as identified in the development plan.
- 2) Projection of revenue /receipts of MVDA, UPBTVP and Local bodies as well as District administration till 2041.
- 3) Projection of fixed expenditure of MVDA, UPBTVP and Local bodies as well as District administration till 2041.
- 4) Quantification of the required annual outlay for implementation of various projects proposed as a part of Development plan/City master plan till 2041.

5.1.7 FINANCIAL MOBILIZATION STRATEGY

- 1) Proposed financial strategy for seeking funding from state and central government plan and nonplan funds, and through mobilization of funds through PPP & CSR.
- 2) Proposed strategies for mobilizing funds for local development projects by imposing levies/access/user charges.
- 3) Proposed strategies for operations and maintenance of public facilities proposed as a part of Development plan/City master plan including through PPP, community participation, CSR & by imposing levies/access/user charges.
- 4) Financial proposal/strategies for incentivizing conservation of tangible and intangible heritage of Braj as proposed in of Development plan/City master plan.

- 5) The Consultant will recommend an Incentive Policy and program to include:
 - a) Identification of incentives currently used.
 - b) Review of current incentives policy of other bodies both nationally and internationally and provide suggestions for policies.
 - c) Assess feasibility of incentives for "green" initiatives.
 - d) Assess feasibility of incentives for cultural conservation.
 - e) Identify approaches to promote dispersion of tourism/pilgrimage and required skills and infrastructure throughout the Braj region rather than its current concentration in Mathura & Vrindavan to as a strategy for regional development.
- 6) Provide strategies as appropriate for development of required tourism/pilgrim assets such as Dharmshalas, hotels, convention/congregation space, and/or facilities, along with promotional themes and marketing activities to attract pilgrim / tourist deeper in to the Braj region particularly focusing on 84 kos parikrama and 8 key destinations identified in the development plan.

5.2 B.P. & F.M.P. DOCUMENTATION

- 1) Documentation of the entire process from A to F.
- 2) Incorporation of strategies into a 20-year Business Plan & Financial Mobilization Plan for The Braj Region that and includes the provision of an immediate course of action and short-term, mid-term, and long- term action plans that include benchmarks, needed resources, timelines, goals, and metrics with realistic and achievable milestones.
- 3) Provision of budget and implementation schedule for the Business Plan & Financial Mobilization Plan for The Braj Region
- 4) The consultant will provide financial strategy for implementation of projects at regional, cluster and key destination level.
- 5) A preliminary financial risk assessment of each intervention shall provide the client with adequate inputs to understand risk ensure success/monitor projects.
- 6) Final document format: The successful Consultant will provide -five (5) copies of both the draft and final version of the Plan in hard copy, in electronic format acceptable to MVDA/UPBTVP (i.e. .DOC, and .PDF), and web-ready electronic format acceptable to the MVDA/UPBTVP.

6 DELIVERABLE AND PAYMENT MILESTONES:

The total duration of the project is 16 (Sixteen) Weeks, and the appointed consultant will have to meet the time-lines of deliverables as given below.

S. No.	Activity Wise Deliverables	Timeframe (in Weeks)	Percentage of Payment of the Lumpsum Fee
	Activity 1		
1.	Inception Report: including but not limited to details of approach & Methodology, strategy for data collection and analysis, team development plan and work plan to achieve deliverables with envisaged timelines.	D+1	10%
2.	Survey Analysis and Benchmarking and case study report	D+2	10%
3.	Existing Situation Analysis: Sector wise assessment report	D+8	20%
	Activity 2		
4.	Draft Report on Business plan & City's Financial Mobilization Plan with Institutional Mechanism.	D+15	30%
	Final Report on <u>Spatio Economic</u> <u>Development Strategy</u>	D+17	30%
7	Final Report on Business plan & City's Financial Mobilization Plan with Institutional Mechanism	D+17	3070

7 TEAM COMPOSITION:

The Infrastructure Consultant team shall closely mirror MVDA's team structure and shall be functionally positioned as a management layer between the decision making Heads of Department of MVDA and project specific consultants/ vendors/ implementing agencies. The following is the expected team member profiles of Infrastructure Consultants (IC):

S. No	Professional	Qualification	Relevant Experience
(0	CVs not fulfilling	CORE STAFF g the desired Qualification criteria evaluation)	will not be marked during technical
1.	Team Leader (Financial Expert)	MBA (Finance) or equivalent/ Chartered Accountant / CFA	 Experience in developing business case for city authorities, Development Authorities, Housing development boards for market borrowing. Experience of developing financial capacity enhancement plan for municipalities, including creating land monetization plans. Experience in raising finances and managing then for infrastructure projects.

	1		• Financial feasibility, project
			appraisal, financial modelling
			project structuring and financial
			planning.
2.	Market	MBA/PGDM or master's in	Experience in sectors of
	Analyst /	economics or equivalent	Urban/Transport/Tourism –
	Urban	1	involving demand assessment,
	Economist		strategic assessment, economic
			projections, economic impact
			analysis, Value for money
			analysis etc.
3.	Urban &	Master's in relevant	Knowledge for urban
	Regional	discipline	development policies and issues
	Planner		and exposure of working on
			development control regulations.
		NON-CORE	
			eria will not be marked during technical
4.	Legal and	• Masters & Bachelor's	MC lead firm and can be outsourced. • Experience on government policy,
''	Corporate	Degree in Law with MBA	regulatory issues and policy/model
	Governance	in Finance having at least	documents issued by Ministries/
	Specialist	10 years of relevant	other government bodies.
		experience.	
		• Education should be from	
		well recognized universities.	
		• At least 2 years in the firm.	
		77t least 2 years in the min.	
5.	Support Team	• MBA/PGDM/ MA	• Experience of at least 3 years in
	1 eam	(Economics) with	minimum 2 infrastructure projects/ 2
		minimum 3 years	finance projects.
		professional experience.Education should be from	
		well recognized	
		universities.	
		• At least 2 years in the firm.	
		• MBA/PGDM/ MA	• Minimum 2 year of professional
		(Economics) with	experience.
		minimum 1 year of professional experience.	
		• Education should be from	
		well recognized	
		universities.	
		• At least 2 years in the firm.	

8 INSTRUCTIONS TO BIDDERS

8.1 General instructions

- I. A Bidder is eligible to submit only one Application for the Project. A Bidder applying individually or as a member of a consortium shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.
- II. The Bidder shall initiate, and actively pursue and involve itself in all investigations and enquiries, Authority feedbacks, information, convening of and attendance at meetings, and in any other activities as are or may be necessary for producing high quality work as per the requirements.
- III. The Bidder shall carry out the services in compliance with the provisions of this Agreement. Any and all changes necessary to ensure that the Bidder's documents conform to the intent and purpose set out in the Agreement, shall be made at the Bidder's own expense.
- IV. Bidders shall be evaluated on the basis of the Evaluation Criteria specified in this document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that MVDA's decisions are without any right of appeal whatsoever.
- V. The Bidder shall enclose with its e-Bid, scanned copies of its Financial Statements of the last three financial years duly certified by a Chartered Accountant.
- VI. Any entity which has been barred by the Central/State Government in India or by any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit an e Bid.
- VII. An Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.
- VIII. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the e-Bid by paying a visit to the Authority and/or by sending written queries to MVDA before the last date for receiving queries/clarifications.
- IX. MVDA shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to e-Bid or the Selection Process, including any error or mistake therein or in any information or data given by MVDA.
- X. The Bidder shall quote professional fee inclusive of statutory taxes, duties, cess and levies except GST which will be paid extra by MVDA at the rate applicable on the date of invoicing.
- XI. The quoted rate shall be fixed and not subject to any escalation whatsoever during the period of execution of the Contract including the extended period, if any.

8.2 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids

and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

8.3 Acknowledgement by Bidder

It shall be deemed that by submitting the e-Bid, the Bidder has:

- made a complete and careful examination of the e-Bid;
- received all relevant information requested from MVDA;
- acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the e-Bid or furnished by or on behalf of MVDA;
- > satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- acknowledged that it does not have a Conflict of Interest; and
- Agreed to be bound by the undertaking provided by it under and in terms hereof.

8.4 Availability of Bid Document

This Bid document is available on the web site http://etender.up.nic.in and at E-link to enable the bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Bidder notice/ e-Bid document. The Bidder's shall have to pay e-Bid document fee and EMD as mentioned in Data sheet. The scanned copy of RTGS with transaction ID certified by the same bank must be enclosed along with the e-Bid. This e-Bid document fee will be non-refundable. Bid without Bid fee in the prescribe form will not be accepted.

8.5 Clarifications of e-Bid

- i. During evaluation of e-Bid, the Authority may, at its discretion, ask the Bidder for a clarification of his/her e-Bid. The request for clarification shall be in writing.
- ii. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet
- iii. However, the Authority shall not entertain any correspondence from the Bidders during the period of e-Bid opening to selection of the successful Bidder. Any wrong practice shall be dealt in accordance with the section of this e-Bid document under Fraud and Corrupt Practices.

8.6 Amendment of e-Bid Document

i. At any time prior to the deadline for submission of e-Bid, the Authority may, for any reason, whether at its on in iterative or in response to a clarification requested by a prospective Bidder, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e-procurement website http://etender.up.nic.in, MVDA's web site at E-link and MVDA's website through corrigendum and form an integral part of e-Bid document. The relevant clauses of the

e-Bid document shall be treated as amended accordingly.

- ii. It shall be the sole responsibility of the prospective Bidder to check the web site http://etender.up.nic.in or MVDA's website from time to time for any amendment in the e-Bid documents. In case of failure to get the amendments, if any, the Authority shall not be responsible for it.
- iii. In order to allow prospective e-Bids a reasonable time to take the amendment into account in preparing their e-Bids, the Authority, at the discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-procurement website http://etender.up.nic.in and MVDA's website.

8.7 Preparation and submission of Bids

8.7.1 Language of e-Bid

The e-Bid prepared by the Bidder, as well as all correspondence and documents relating to the e-Bid exchanged by the Bidder and the Authority shall be written in English language. Only English numerals shall be used in the e-Bid.

8.7.2 Documents constituting the e-Bid

The e-Bid prepared by the Bidder shall comprise the following components:

- a) Technical e-Bid will comprise of:
 - i) Fee details Details of Bid processing fee and prescribed EMD
 - **Eligibility details-** Includes copies of required documents in PDF format justifying that the Bidderis qualified to perform the contract if his/her bid is accepted and the Bidder has financial & technical capability necessary to perform the contract and meets the criteria outlined in the Qualification requirement and technical specification and fulfill all the conditions of the contract.
 - **iii) Technical evaluation:** Details of all documents needed for Technical evaluation as mentioned in this RFP
- b) Financial e-Bid Financial Bid as per the prescribed format given in Appendix 7.

8.7.3 Documents establishing Bidder's Qualification

- i) The Bidder shall furnish, as part of its technical e-Bid, documents establishing the Bidder's qualification to perform the contract if its e-Bid is accepted. The documentary evidence should be submitted by the Bidder electronically in the PDF format.
- ii) The documentary evidence of Bidder's qualification to perform the contract if its e-Bid is accepted shall be as per qualification requirements specified in e-Bid document.

8.8 E-Bid form

The Bidder shall complete the e-Bid form and the appropriate price schedule in the e-Bid document.

8.9 E-Bid currency

Prices shall be quoted in Indian Rupees only.

8.10 Formats and Signing of e-Bid.

- i) The Bidder shall prepare one electronic copy of the technical e-Bid and financial e-Bid separately.
- ii) The e-Bid document shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The latter's authorization shall be supported by attaching a scanned copy of valid proof of authorization like Power of Attorney/BoardResolution etc.

8.11 Deadline for submission of e-Bid

E-Bid (Technical and Financial) must be submitted by the Bidder at e-procurement website http://etender.up.nic.in not later than the time specified on the prescribed date (as the server time displayed in the e-procurement website). The Authority may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of the Authority and Bidders previously subject to the deadline will there after be subject to the deadline as extended.

8.11.1 Submission of e-Bid

- i) The bid submission module of e-procurement website http://etender.up.nic.in enables the Bidders to submit the e-Bid online in response to this e-Bid published by the Authority.
- ii) Bid submission can be done only from the bid submission start date and time till the bid submission end date and time given in the e-Bid. Bidders should start the bid submission process well in advance so that they can submit their e-Bid in time.
- iii) The Bidder should submit their e-Bid considering the server time displayed in the e-procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-Bid schedule.
- iv) Once the e-Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the Bidders shall only be held responsible.

8.11.2 The Bidders have to follow the following instructions for submission of their e-Bid:

i) For participating in e-Bid through the e-Biding system it is necessary for the Bidders to be the registered users of the e-procurement website http://etender.up.nic.in. The Bidders must obtain a user login Id and password by registering themselves with U.P. Electronics Corporation Ltd., Lucknow if they have not done so previously for registration.

- ii) In addition to the normal registration, the Bidder has to register with his/her digital signature certificate(DSC) in the e-Biding system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the digital signature certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Biding system using the userlogin option on the home page with the login Id and password with which he/she has registered.
 - For successful registration of DSC on e-procurement website http://etender.up.nic.in the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any certifying authorities approved by controller of certifying authorities, Government of India, as the e-procurement website http://etender.up.nic.in is presently accepting DSC issued by these authorities only. The Bidder can obtain user login Id and perform DSC registration exercise given above even before the e-Bid submission date starts. The Authority shall not be held responsible if the Bidder tries to submit his/here-Bid at the moment before end date of submission but could not submit due to DSC registration problem.
- iii) The Bidder can search for active Bids through "search active tenders" link, select a Bid in which he/sheis interested in and then move it to 'My Tenders' folder using the options available in the e-Bid submission menu. After selecting and the Bid, for which the Bidder intends to e-Bid, from "My tenders" folder, the Bidder can place his/her e-Bid by clicking "pay offline" option available at the end of the view Bid details form. The Bidder should keep all the documents ready as per the requirements of e- Bid document in the PDF as per formats given in the RFQ cum RFP document.
- iv) After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & conditions before proceeding to fill in the Bid fee and EMD offline payment details. After entering and saving the Bid fee and EMD details form so that "bid document preparation and submission" window appears to upload the documents as per technical and financialschedules/packets given in the Bid details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-Bid submission time otherwise the e-Bidsubmitted will not be accepted.
- v) Next the Bidder should upload the technical e-Bid documents for fee details (e-Bid fee and EMD), Qualification details. Before uploading, the Bidder has to select the relevant digital signature certificate. He may be prompted to enter the digital signature certificate password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder'scomputer. The required documents for each document label of technical and financial schedules can be clubbed together to make single different files for each label.

- vi) The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. during the above process, the e-Bid document are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- vii) After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- viii) Authority reserves the right to cancel any or all e-Bids without assigning any reason.

8.11.3 Late e-Bid

- i) Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- ii) The server time indicated in the bid management window on the e- procurement website http://etender.up.nic.in will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-Bid.
- iii) Once the e-Bid submission date and time is over, the Bidder cannot submit his/her e-Bid. Bidder has to start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

8.11.4 Withdrawal and resubmission of e-Bid

- i) At any point of time, a Bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing the Bidder should first log in using his/her login id and password and subsequently by his/her digital signature certificate on the e-procurement website http://etender.up.nic.in.. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option the Bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving thereasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-Bid.
- ii) No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e- bid validity. Withdrawal of an e-Bid during this interval may result in the forfeiting of Bidder's e-Bid security.
- iii) The Bidder can re-submit his/her e-Bid as when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the

Bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website http://etender.up.nic.in.. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-Bid to be resubmitted. After selecting the "bid re submission" option, click "Encrypt & upload" to upload the revised e-Bids documents.

- iv) The Bidder can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- v) No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

8.11.5 Authority's right to accept any e-Bid and to reject any or all e-Bids.

- i) Not with standing anything contained in this e-Bid, MVDA reserves the right to accept or reject any Bidand to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- ii) The Authority reserves the right to reject any Bid if:
 - At any time, a material misrepresentation is made or uncovered, or
 - The Bidder does not provide, within the time specified by MVDA, the supplemental information sought by MVDA for evaluation of the e-Bid.
- iii) Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification /rejection occurs after the e-Bid have been opened and the highest ranking Bidder gets disqualified / rejected, then the Authority reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

8.12 Period of validity of e-Bid

- i) E-Bid shall remain valid for 90 days after the date of e-Bid opening prescribed by the Authority. An e-Bid valid for a shorter period shall be rejected by the Authority as non-responsive.
- ii) In exceptional circumstances, the Authority may solicit the Bidder's consent to an extension of the period of e-Bid validity. The request and the response there to shall be made in writing. A Bidder may refuse the request without forfeiting its e-Bid security. A Bidder granting the request will not be required nor permitted to modify its e-Bid.

8.13 Correspondence with the Bidder

- i) Save and except as provided in this e-Bid, the Authority shall not entertain any correspondence with any Bidder or its Technical Partners in relation to acceptance or rejection of any e-Bid.
- ii) No Bidders or its Technical Partners shall contact MVDA on any matter relating to his e-Bid from the time of Bid opening to the time contract is awarded.
- iii) Any effort by the Bidder or by its Technical Partners to influence MVDA in the Bid evaluation, Bid comparison or contract award decisions, may result in the rejection of his Bid.

8.14 Earnest Money Deposit

- i) The Bid document should be accompanied with an Ernest Money Deposit (EMD) as mentioned in the data sheet of this document.
- ii) Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by the Authority.
- iii) Unsuccessful Bidder's EMD will be returned promptly as possible after opening of the Price Bid.
- iv) The successful Bidder's e-Bid EMD will be adjusted upon signing the contract.
- v) The EMD may be forfeited:
 - a) If Bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e- bid form: or (ii) does not accept the correction of errors or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
 - b) In case of a successful Bidder, if the Bidder fails to sign the contract with the Authority.

8.15 Opening and evaluation of Bids

8.15.1 Opening of technical e-Bid by the Authority

- i) The Authority will open all technical e-Bids, in the presence of Bidder's representatives who choose to attend at 11:00 AM on the prescribed date of opening at office, Mathura-Vrindavan Development Authority. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the date e-Bid opening being declared a holiday for the Authority, the e-bids shall be opened at the appointed time and place on the next working day.
- ii) The Bidder who is participating in e-Bid should ensure that the RTGS of Bid Processing Fee and EMD must be submitted in the prescribed account of MVDA within the duration (strictly within opening & closing date and time of individual e-Bid) of the work as mentioned in Bid notice, otherwise, in any case, e-Bid shall be rejected.
- iii) The Bidders names and the presence or absence of requisite e-Bid security and such other details as the Authority at its discretion may consider appropriate, will be announced at the opening. The names of such Bidders not meeting the technical specifications and qualification requirement shall be notified subsequently.

iv) The Authority will prepare minutes of e-Bid opening.

8.15.2 Opening of financial e-Bid

- i) After evaluation of technical e-Bid, through the evaluation committee the Authority shall notify those Bidders whose technical e-Bids were considered non-responsive to the conditions of the contract and not meeting the technical specifications and qualification requirements indicating that their financial e-Bids will not be opened.
- ii) The Authority will simultaneously notify the Bidders, whose technical e-Bids were considered acceptable to the Authority. The notification may sent by e-mail provided by Bidder.
- iii) The financial e-Bids of technically qualified Bidders shall be opened in the presence of Bidders who choose to attend. The date and time for opening of financial bids will be communicated to the technically qualified Bidders subsequently after completion of technical bids evaluation through e-mail provided by the Bidder. The name of Bidders, percentage price quoted for various items etc.will be announced at the meeting.
- iv) The Authority will prepare the minutes of the e-Bid opening.

8.15.3 Correction of Errors

- v) Financial Bids determined to be responsive will be checked by MVDA for any arithmetic errors. Where there is a discrepancy between the rate quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.
- vi) The amount stated in the Financial Bid will be adjusted by MVDA in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected quoted rate of e-Bid, his e-Bid will be rejected, and his Bid Security shall be liable for forfeiture.

8.15.4 Conditions of eligibility of Bidders

Bidders must carefully examine the eligibility criteria as mentioned below. The Bidder has to meet all the eligibility criteria set out to be eligible for technical & financial evaluation.

- A. **Presence in Delhi/NCR:** The Applicant must have a fully functional office in Delhi/NCR.
- B. **Financial Capacity:** The Applicant must have an average annual turnover (from consultancy services) of at least INR 5 crore in the last three financial years. Certified copies of Financial Statements to be attached as proofs.
- C. **Technical Capacity:** The Applicant must have the following experience:
 - Experience in preparing the city level economic assessment based on growth drives/financial plans/business plans/city investment plans for city's financial sustainability and planning during the last 7 years for at least 2 Projects.
 - Experience in developing business case for city authorities, Development

Authorities, Housing development boards for market borrowing during the last 7 years for at least 2 Projects.

- Experience of developing financial capacity enhancement plan for municipalities, including creating land monetization plans during the last 7 years for at least 2 Projects.
- Experience in raising finances and managing then for infrastructure projects during the last 7 years for at least 2 Projects.
- Financial feasibility, project appraisal, financial modelling project structuring and financial planning during the last 7 years for at least 2 Projects.
- Experience in sectors of Urban/Transport/Tourism involving demand assessment, strategic assessment, economic projections, economic impact analysis, Value for money analysis etc. during the last 7 years for at least 2 Projects.
- Knowledge for urban development policies and issues and exposure of working on development control regulations during the last 7 years for at least 2 Projects.

Note: Global/International experience is not eligible for evaluation

9 Evaluation criteria of e-Bids

i) The Technical Bid will be evaluated as per the criteria defined below and the ranking will be done from highest to lowest.

9.1 ELIGIBILITY AND EVALUATION CRITERIA

9.1.1 Pre-qualification criteria

The Bidders must carefully examine the below mentioned pre-qualification criteria. The Bidder has to meet all the criteria set out in this Clause to be eligible for evaluation. The Bidder shall fulfil the conditions as mentioned below.

9.1.2 Registration details.

S.NO.	Eligibility Conditions	Documentary Proof to be submitted
i.	The Consultant shall be a company	The Consultant shall be required to submit
	incorporated in India under the (Indian)	a true copy of its Incorporation Certificate
	Companies Act 2013 or a company	along with the Proposal
	incorporated under equivalent law abroad or	
	the Consultant should be a firm/LLP.	
ii.	Consultant must have a valid Goods and	The Consultant shall be required to submit
	Service Tax (GST) registration in India.	a true copy of its Good and Service Tax
		(GST) registration certificate
iii.	The Bidder (in case of single business entity)/	Proof of registration of the Consultant
	lead member (in case JV/ Consortium) must	shall be submitted. In case of Consortium,
	have an operational office for the last Five	proof of registration of all the members
	years in India	shall be submitted

9.1.3 Financial Eligibility

S.NO.	Eligibility Conditions	Documentary Proof to be submitted
i.	Minimum annual average turnover of the Bidder from professional consultancy fee should not be less than INR 5 (Five) Crore in any three (3) out of last four (4) financial years from the date of bid.	The Bidder shall enclose with its Application, certificate(s) from its Statutory Auditors stating its total revenues from (from consultancy business). The Statutory auditor also needs to certify that the Bidder has positive Net worth in three (3) consecutive financial years in last four (4) financial years from the date of bid. In the event that the Bidder does not have a statutory auditor, it shall provide
ii.	The Bidder should have positive Net worth in three (3) consecutive financial years in last four (4) financial years from the date of bid	the requisite certificate(s) from the Chartered Accountants of the Bidder that ordinarily audits the annual accounts of the Bidder. Refer Form 2: Financial Capacity of the Bidder

9.1.4 Technical Eligibility

S. No.	Criteria	Maximum Marks	Documents to be Submitted
i.	 Firm's Relevant Experience/Technical expertise Experience in preparing the city level economic assessment based on growth drives/financial plans/business plans/city investment plans for city's financial sustainability and planning during the last 7 years for at least 2 Projects. Experience in developing business case for city authorities, Development Authorities, Housing development boards for market borrowing during the last 7 years for at least 2 Projects. Experience of developing financial capacity enhancement plan for municipalities, including creating land monetization plans during the last 7 years for at least 2 Projects. Experience in raising finances and managing then for infrastructure projects during the last 7 years for at least 2 Projects. Financial feasibility, project appraisal, financial modelling project structuring and financial planning during the last 7 years for at least 2 Projects. Experience in sectors of Urban/Transport/Tourism – involving demand assessment, strategic assessment, economic projections, economic impact analysis, Value for money analysis etc. during the last 7 years for at 	40	Completion Certificate from the Client duly authenticated/ certified by an officer not below the rank of Executive Engineer / Engineer-In charge/ or equivalent. The Work Orders/ Agreement is also required to be submitted by the applicant.

	Grand Total	100	
	Bidder's capability, understanding, approach and methodology, appreciation of requirements.		
3	Technical Presentation	30	
	weightage. 3. Years of experience in similar role: 25% weightage		
	training, experience in Similar Projects): 50%		
	training, and experience): 25% weightage 2. Adequacy for the Project (relevant education,		
	The number of marks to be assigned to shall be determined considering the following three sub-criteria and relevant percentage weights: 1. General qualifications (general education,		
ii.	Relevant Experience of the Key Personnel • Financial Expert: 10 Marks • Market Analyst/Economist: 7.5 Marks • Urban & Regional Planner: 7.5 Marks • Legal & Co. Governance Specialist: 3 Marks • Support Team: 2 Marks	30	Filled: Form – 5B: CV format Curriculum Vitae of key personnel
	 least 2 Projects. Knowledge for urban development policies and issues and exposure of working on development control regulations during the last 7 years for at least 2 Projects. 		

9.2 Method of Selection of Consultant:

- i) **Quality cum Cost Based Selection (QCBS)** shall be the basis of evaluation to ensure high technical skill in selection of consultants. A minimum technical score of 70% is fixed as qualifying technical score.
- ii) The Financial Proposals shall be opened for only those Bidders who score a minimum of 70% in Technical evaluation as per the above-defined technical evaluation criteria.
- iii) Financial Proposals/Bids for all the technically qualified Bidders will be ranked as L1, L2 and so forth.
- iv) The Bidder with the least cost proposal (L1) shall be selected and his Bid finalized after negotiation, if required. L1 Bidder shall be awarded the contract.
- v) Financial Bids shall be opened publicly in the presence of the Bidder's representatives who choose to

attend on the date as mentioned in the Data Sheet.

vi) The Evaluation Committee will correct any computational errors.

9.3 Contacting the Authority

- i) No Bidder shall contact the Authority on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Authority, he/she can do so in writing.
- ii) Any effort by a Bidder to influence the Authority in its decisions on e-Bid evaluation, e- bid comparison or contract award may result in rejection of the Bidder's e-Bid.
- iii) In the event of any information furnished by the Bidder is found false or fabricated, the minimum punishment shall be debarring /blacklisting from Mathura-Vrindavan works and legal proceeding can also be initiated.

9.4 Award of Contract

9.4.1 Award Criteria

- i) The final Letter of Acceptance (LoA) will be given to the selected Bidder who secures maximum marks based on the Evaluation Criteria of Bids.
- ii) The Authority will award the contract to the successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document.

9.4.2 Notification of award

- i) Prior to the expiration of the period of e-Bid validity, the Authority will notify the successful Bidder in writing, by letter/e-mail/fax, that its e-Bid has been accepted.
- ii) The notification of award will constitute the formation of the contract.

9.4.3 Signing of contract

At the same time as the Authority notifies the successful Bidder that it's e-Bid has been accepted, the successful Bidder shall have to sign the contract agreement with relevant documents. The agreement draft along with other related terms and conditions will be same as furnished in this e-Bid. Any refusal will not be allowed.

10 General Condition of Contract

10.1 General Provisions

10.1.1 Definitions

- i) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
 - a) "Consultant" means any private or public entity that will provide the Services to the Authority ("the Client") under the Contract
 - b)"Contract" means the Contract signed by the Parties and all the attached documents, if any
 - c) "Government" means the Government of the Client's country/state
 - d)"Party" means the Client or the Bidder, as the case may be, and "Parties" means both of them

10.1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

10.1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

10.1.4 Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed.

A Party may change its address for notice here under by giving the other Party notice in writing ofsuch change to the address.

10.1.5 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Advisor may be taken or executed by the officials specified in the Contract.

10.1.6 Taxes and duties

TDS shall be deducted and deposited by the Authority. The Professional Fee agreed as part of this contract shall be inclusive of all statutory taxes, duties, cess and levies in India during the contractual period except GST which will be paid extra by MVDA at the rate applicable on the date of invoicing.

10.1.7 Limitation of Liability

The Contract will require that the aggregate liability of the Consultant under this Contract, or otherwise in connection with the services to be performed here under, shall in no event exceed the total fees payable to the Consultant here under. The preceding limitation shall not apply to liability arising as a result of the Consultant's fraud in performance of the services hereunder.

10.2 Commencement, Completion, Modification and Termination of Contract

10.2.1 Effectiveness of Contract

This Contract shall come into effect from the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

10.2.2 Commencement of Services

The Consultant shall begin carrying out the Services not later than 15 days after the Effective Date specified in the RFP or the Contract.

10.2.3 Expiration of Contract

Unless terminated earlier, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

10.2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

10.2.5 Force Majeure

i) Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

Any cause which is beyond the reasonable control of the consultant or department. Natural phenomenon including but not limited to weather conditions (excluding monsoon), fire explosion, floods, drought, earthquakes and epidemics.

ii) 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 this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care andreasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

iii) Extension of Time

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

iv) Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Advisor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

10.2.6 Termination

Either Party may terminate this Agreement with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

i) By the Authority

The Authority may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client mayhave subsequently approved in writing.
- b) If the Consultant becomes insolvent or bankrupt.
- c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices incompeting for or in executing the Contract.
- d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings

ii) By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c):

- a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant

iii) Payment upon Termination

Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- a) payment pursuant for Services satisfactorily performed prior to the effective date of termination;
- b) Reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

10.3 Obligation of the Consultant

10.3.1 Standard of Performance

The Consultant shall perform the Services and carry out their obligations here under with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third Parties.

10.3.2 Confidentiality

Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided byor on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a thirdparty who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing partywith respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.

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

- a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
- b) The Consultant may retain a copy of such documents and software. Restrictions about the future use ofthese documents, if any, shall be specified in the Contract.
- c) Notwithstanding the above, it is agreed that nothing contained herein above shall be applicable to Consultant's pre-existing materials and working papers (i.e Materials owned by the Consultant which were created and developed prior to this Agreement without direct reference to the deliverables under this Agreement) which may now be incorporated by the Consultant into the final deliverables/reports or the like, supplied to the Client hereunder in the course of delivering the Services pursuant to this Agreement. However, in the event any such pre-existing material is used in the deliverables/reports

provided to the Client by the Consultant, the Consultant hereby agrees to grant the Client an irrevocable, non-transferable, non-exclusive, paid-up, royalty free and perpetual license to use such pre-existing material as it exists in the deliverable/reports prepared by the Consultant as a part of this Agreement.

10.3.4 Accounting, Inspection and Auditing

The Consultant (i)shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii)shall periodically permit the Client or its designated representative, up to two years from the expiration or termination of thisContract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.

10.4 Obligation of the Client

10.4.1 Assistance and Exemptions

The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the Contract.

10.4.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties, then the remuneration and reimbursable expenses payable to the Consultant under this Contract shall be increased or decreased accordingly under this Contract.

10.4.3 Services and facilities

The Client shall make available free of charge to the Consultant the Services and Facilities as required by the Consultant to execute the Services.

10.4.4 Payments to the Consultant

Payments will be made to the account of the Consultant and according to the payment schedule stated in the Contract. The Professional Fee shall be inclusive of statutory taxes, duties, cess and levies in India during the contractual period except GST which will be paid extra by MVDA at the rate applicable on the date of invoicing. Unless otherwise set forth in the Contract, payment is due within thirty days following receipt of each invoice.

10.5 Good Faith and Indemnity

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

To the fullest extent permitted by applicable law and professional regulations, both the parties indemnify each other and their associates and employees against all claims by third parties

(including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the parties as part of the regular interactions or forproject/s purposes.

10.6 Settlement of Disputes

This Contract shall be governed by, and construed in accordance with, the laws of India.

10.6.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

10.6.2 Jurisdiction

Any dispute relating to this Contract or the Services shall be subject to the exclusive jurisdiction of the District court of Mathura, to which both the parties agree to submit for these purposes.

10.7 Fraud and Corrupt Practices

The Consultant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this E-Bid, the Authority shall reject a Bid without being liable in any manner what so ever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Processing Fee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter-alia, time, cost and effort of the Authority, in regard to the E-BID, including consideration and evaluation of such Consultant's Proposal.

For the above purposes of this the following terms shall have the meaning herein after respectively assigned to them:

a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shallbe deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted in engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the

execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly
 or indirectly, any person or property to influence any person's participation or action in the
 Bidding Process;
- d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Consultants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

10.8 Indemnity and Liability

To the fullest extent permitted by applicable law and professional regulations, both the parties indemnify each other and their associates and employees against all claims by third parties (including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the parties as part of the regular interactions or forproject/s purposes.

The Contract requires that the aggregate liability of the selected Consultant under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Consultant hereunder.

Appendix

Form-1: Letter of the Proposal (On Bidder's letter head)

(Date and Reference)

To:

Vice Chairman,

Mathura Vrindavan Development Authority,

Sub: Selection of Business Plan & Financial Mobilization Plan (2041) for the Braj Region Uttar Pradesh

Dear Sir,

With reference to your e-Bid Document dated DD-MM-YYYY, I/we, having examined all relevant documents and understood their contents, hereby submit our e-Bid for_____(Insert name of Project)

The Bid is unconditional and unqualified.

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

This statement is made for the express purpose of shortlisting for appointment as the Vendor for the aforesaid Project.

I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Bid

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

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 the Bidder, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

I/We declare that:

- I/We have examined and have no reservations to the RFP Documents, including any Addendumissued by the Authority;
- 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 in the E-Bid document, in respect of any Bid or request for proposal issued by or any
 agreement entered into with the Authority or any other public sector enterprise or any
 government, Central or State; and

- I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Vendor, without incurring any liability to the Bidders in accordance with the E-Bid document;
- I/We certify that in regard to matters other than security and integrity of the country, we have notbeen 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 Project or which relates to a grave offence that outrages the moral sense of the community;
- 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 Lawfor any offence committed by us or by any of our Associates;
- I/We further certify that no investigation by a regulatory authority is pending either against us oragainst our Associates or against our CEO/Partners/Directors/Managers;
- 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 MVDA in connection with the shortlisting of Vendor or in connection with the Selection Process itself inrespect of the above mentioned Project;
- I/We agree and understand that the proposal is subject to the provisions of the E-BID document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected;
- I/We have studied e-Bid and all other documents carefully and also surveyed the Project site. We understand that, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of the Project;
- I/We agree and undertake to abide by all the terms and conditions of the e-Bid Document.

ln v	witness	thereof	, I/we	submit	this	Bid	und	er and	l ın	accord	lance	with	the	terms	of	the	e-B	1d .	Do	cun	nen	t
------	---------	---------	--------	--------	------	-----	-----	--------	------	--------	-------	------	-----	-------	----	-----	-----	------	----	-----	-----	---

in witness thereof, I/we submit this Bid under and in accordance with the terms of the e-Bid Document
Date:
Place:
Yours faithfully,

(Signature, name and designation of the Authorized Signatory)(Name and seal of the Bidder)

Form-2: Financial capacity of the Bidder/ Lead Bidder in case of consortium

Please provide with financial details about the Bidder along with certified copies attached as proofs. Along with that please provide financial information in the following format:

Financial capacity of the Bidder

S. No	Financial Year	Annual Turnover (INR) (from Consultancy Services)
1		
2		
3		

On Behalf of (Name of the Bidder)	
Signature of the	
Authorized PersonName:	
Designation	

Form 3: Details of Bidders

[Fill separate forms if bidding as a consortium]

Details of the firm by Bidder

Name of the Firm:						
Date of registration of the Firm:	Country:					
Location within Country:						
List of Professional Staff functioning in your firm:						
Copy of certificate of Company registered in India und	der the Companies Act 1956/					
2013Date of incorporation						
On Behalf of (Name of Bidder)						
Signature of the Authorized PersonName: Designation:						

Form 4A: List of Projects

Firm's relevant experience/Technical Expertise:

A. Experience in preparing the city level economic assessment based on growth drives/financial plans/business plans/city investment plans for city's financial sustainability and planning during the last 7 years for at least 2 Projects.

Sr. No.	Project & Client Names	Project Details	Reference Page Number
1			
2			
3			

B. Experience in developing business case for city authorities, Development Authorities, Housing development boards for market borrowing during the last 7 years for at least 2 Projects.

Sr. No.	Project & Client Names	Project Details	Reference Page Number
1			
2			
3			

C. Experience of developing financial capacity enhancement plan for municipalities, including creating land monetization plans during the last 7 years for at least 2 Projects

Sr. No.	Project & Client Names	Project Details	Reference Page Number
1			
2			
3			

D. Experience in raising finances and managing then for infrastructure projects during the last 7 years for at least 2 Projects.

Sr. No.	Project & Client Names	Project Details	Reference Page Number
1			
2			

- E. Financial feasibility, project appraisal, financial modelling project structuring and financial planning during the last 7 years for at least 2 Projects.
- F. Experience in sectors of Urban/Transport/Tourism involving demand assessment, strategic assessment, economic projections, economic impact analysis, Value for money analysis etc. during the last 7 years for at least 2 Projects.
- G. Knowledge for urban development policies and issues and exposure of working on development control regulations during the last 7 years for at least 2 Projects.

On Behalf of (Name of Bidder)

Signature of the Authorized PersonName: Designation:

Note: Form 4B has to be filled for each Project with necessary documentary evidence in support of the experience claimed

Form 4B: Credential format

(Use separate sheet for each cited Project)

Credentials of the Projects done by Bidder

The following information should be provided in the format below for each Eligible Assignment for which your firm individually was legally contracted by the client stated below: This information shall cover the qualification requirements capable of being evaluated for pre-qualification. Add additional sheets if necessary.

Name of the Firm:

Assignment Name:
Country:
Location within Country:
Name of
Client:
Address:
No. of Staff:
Start Date
(Month /
Year)
Completion Date
Approx. Value of Services: (in Rupees):
Whether Lead or Associate
Name of Associated Firm(s) if any:
Narrative Description of Project

On Behalf of (Name of Bidder)

Signature of the Authorized PersonName: Designation:

Note: Work Orders or Completion Certificate or Declaration from authorized signatory as proof.

Form-5A: List of Key Personnel

Team Structure:

Sr. No	Position	Proposed Profile	Education Qualification	Years of relevant experience
1	Team Leader (Financial Expert)			
2	Market Analyst/Economist			
3	Urban & Regional Planner			
4	Legal & Co. Governance Specialist			
5	Traffic surveyor			
6	Support Team			

On Behalf of (Name of Bidder)

Signature of the Authorized PersonName: Designation:

Form-5B: CV format

[Please capture all relevant information]

Curriculum Vitae of Key Personnel

The following information should be provided in the format below for each of the key personnel as specified in the document: This information shall cover the qualification requirements capable of being evaluated for evaluation. Add additional sheets if necessary.

Designation Propose	d :					
NAME OF FIRM	:					
NAME OF STAFF	:					
DATE OF BIRTH	:	NATIONALIY :				
EDUCATION	:					
EMPLOYMENT RE	ECORD					
From:	То:					
Employer:						
Position Held						
DETAILED TASK						
ASSIGNED						
WORK UNDERTAKEN THAT BEST ILLUSTRATES CAPABILITY TO UNDERTAKE THE						
TASKSASSIGNED						

Form 6: Bidder's organization and experience

Form 6. Didder 8 organization and experience
[Provide here a brief (two pages) description of the background and organization of your firm/entity]

Form 7: Financial Proposal Submission Form

(On Bidder's letter head)

[Location, Date]

To, **Vice Chairman** Mathura Vrindavan Development

Sub: Selection of Business Plan & Financial Mobilization Plan (2041) For The Braj Region Uttar Pradesh

Dear Sir,

1. Lump sum all-inclusive price of......, (in words) [including all taxes, duties, cess & levies except GST].

We understand that the Authority reserves the right to negotiate the Financial Bid for the services as a wholeor for individual sub components of the services.

We undertake that our Financial Bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Bid, i.e. 90 days from the date of submission of the e-Bid.

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

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

Yours sincerely,

Signature: Name and title of Signatory:Name & address of the Bid