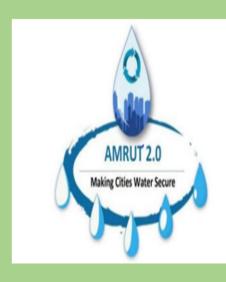


Mizoram, Urban Development and Poverty Alleviation Department

Selection of Agency for providing Project Development Management Consultancy (PDMC) For the Implementation of Atal

Mission for Rejuvenation and Urban Transformation (AMRUT) 2.0 in 23 ULBs and Swachh Bharat Mission (SBM) 2.0 in 28 ULBs for the State of Mizoram





Disclaimer

The information contained in this **Request for Proposal** ("**RFP**") document or subsequently provided to the Applicants, whether verbally or in documentary or any other form by or on behalf of the Urban Development and Poverty Alleviation Department, Mizoram (herein after referred as UDPA) or any of its employees, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an Agreement or an offer by the UDPA to the prospective Applicants or any other persons. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes Statements, which reflect various assumptions and assessments arrived at by the UDPA in relation to the Consultancy. Such assumptions, assessments and Statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the UDPA or its employees to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

The UDPA and its employees make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost

or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, Statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The UDPA also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the Statements contained in 'this RFP'.

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

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

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



<u>Urban Development and Poverty Alleviation Department</u> <u>Government of Mizoram</u> Aizawl

Invitation for Bid/Proposal

No:A.12034/1/Misc/2023(Plan)-DTE (UD&PA) Aizawl, Dated: 15th February 2023

The Urban Development and Poverty Alleviation Department, Mizoram invites proposals from the Companies / Firms / Consortium/ Joint Venture for selection of a consultant (the "Consultant") for providing Project Development Management Consultancy (PDMC) For the Implementation of Atal Mission for Rejuvenation and Urban Transformation (AMRUT) 2.0 in 23 ULBs and Swachh Bharat Mission (SBM) 2.0 in 28 ULBs for the State of Mizoram under the Urban Development and Poverty Alleviation Department, Mizoram. The PDMC shall assist the Department during the implementation of the project as per the terms of reference as detailed in the RFP document.

Interested eligible Companies / Firms / Consortium/ Joint Venture may submit sealed offer in prescribed format along with necessary certificates and documents.

All eligible entities are requested to submit their Proposal in a sealed envelope captioned "Selection of Agency for providing Project Development Management Consultancy (PDMC) For the Implementation of Atal Mission for Rejuvenation and Urban Transformation (AMRUT) 2.0 in 23 ULBs and Swachh Bharat Mission (SBM) 2.0 in 28 ULBs for the State of Mizoram, Urban Development and Poverty Alleviation Department, Aizawl-796001, Mizoram on or before due date along with requisite documents/certificates including a nonrefundable processing fee for Rs. 5,000/- (Five Thousand Rupees only) in the form of a Demand Draft in favour of Director, Urban Development and Poverty Alleviation Department, Government of Mizoram. The detailed RFP will be available on the State Government's website-https://mizoramtenders.gov.in. For further details; the Director, Urban Development and Poverty Alleviation Department may be contacted at 0389-2333815.

The Schedule dates are as follows:-

Sr.No.	Activities	Dates
1	Period of on-line availability of Bidding Documents (Start / End Date)	
2	Pre-bid Meeting	17 th March, 2023, at 3 PM Venue: Director's Meeting Room
3	End Date for Online submission of Bids / Bid due date/Proposal due date (PDD)	21st March 2023 upto 4 PM
4	Submission of Physical Documents of Technical Bid/Proposal including receipt of Bid Document fee, receipt of Bid Security (EMD/Bank Guarantee) & Other documents (Original and one Copy)	24 th March 2023 upto 1 PM
5	Opening of Technical Bid/Proposal	24 th March 2023 at 1.30 PM
6	Tender Value (Inclusive of all taxes):	INR 1.5 Crore

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1. INTRODUCTION

1.1 Background

- 1.1.1 The Urban Development and Poverty Alleviation Department, Mizoram administers 28 ULBs across Mizoram falling in different geographical zones. With the rapid urbanization and increasing in the urban population, Scarcity of water and the disposal of Municipal Solid Waste has become a major challenge.
- 1.1.2 In order to facilitate and to monitor the implementation of the strategy for providing water secure connections and treatment facilities for sewerage and septage management to all households of all the cities and subsequently scientific disposal of Municipal Solid Waste and to establish the Solid Waste Management Facilities in all the Urban Local Bodies, it has been decided to select a consultant for providing Project Development Management Consultancy (PDMC) For the Implementation of Atal Mission for Rejuvenation and Urban Transformation (AMRUT) 2.0 in 23 ULBs and Swachh Bharat Mission (SBM) 2.0 in 28 ULBs for the State of Mizoram) under Urban Development and Poverty Alleviation Department, Mizoram. The PDMC shall be responsible for implementation of the project in all the 28 ULBs. The role and responsibility of the PDMC shall not be restricted to the following: -
 - A. Assist the Authority/UDPA in Program Management for implementation of AMRUT 2.0.
 - B. The PDMC will be responsible for developing, managing and overseeing planning and monitoring activities. In doing so, the PDMC will ensure, that, activities undertaken are articulately planned as per AMRUT 2.0 operational guidelines and avoid any kind of duplication of efforts within the department.
 - C. Development of Urban/City Aquifer Management Plan as per the guidelines of AMRUT 2.0.
 - D. The monitoring activity shall primarily be based on existing data available with the Department including data collection from the field Engineers or implementing agencies managing the concerned flagship schemes.
 - E. Management of AMRUT 2.0 on MIS/or any relevant portal on regular basis.
 - F. Analysing various data of existing infrastructure, coverage etc to find out gaps and suggesting suitable remedial measures to fast track the implementation as per AMRUT 2.0 guidelines.
 - G. PDMC will assist and support the department and ULBs in achieving reform agenda which will include mandatory and incentive based reforms as per operational guidelines of AMRUT 2.0.
 - H. PDMC will assist and support UDPA department in release of all Central Assistance (CA) from the Ministry. This will include preparation of City Aquifer Management Plan and other functional outcomes.

- I. PDMC will be responsible for revision of CWAP, SWAP and DPRs under AMRUT 2.0 in case need arises.
- J. PDMC will be responsible for facilitating, supporting and assisting the Department pertaining to Pey Jal Survekshan.
- K. The PDMC shall develop Standard Bidding Documents for Item Rate Contract / EPC for projects, selection of Third-Party Inspection Agency (TPA), Implementing Support Agency (ISA) and provide other necessary procurement support as and when required.
- L. To provide advisory services to all the ULBs regarding Swachh Bharat Mission (SBM) 2.0 Part-2.0 and Swachh Survekshan 2023, ODF++ / Water Plus & achievement of Garbage Free City Certification etc.
- M. Preparation of Short-term Goal Plan to achieve objective of Swachh Bharat Mission 2.0.
- N. To undertake baseline survey, data capturing & stakeholder consultation in order to prepare the gap analysis based on which futuristic project planning shall be planned, designed, procured & implemented in accordance to SWM Rules, 2016 and other environmental rules stipulated either in EPA, 1986 or has been directed by Hon'ble National Green Tribunal.
- O. To prepare detailed project reports with time-bound action plans for implementation of projects related to Solid Waste Management, Sanitation and any other supporting activities that compliment AMRUT 2.0 and Swachh Bharat Mission 2.0.
- P. To provide support and services in monitoring, supervising, and implementing AMRUT 2.0 and SBM 2.0.
- Q. To help Department and ULBs to make procurements to support AMRUT 2.0 and SBM 2.0 and undertake various activities with support of ULBs to achieve the set objectives.
- R. To organize capacity building programs, workshops, seminars and cross-learning visits etc. for Department and ULB staff.
- S. Submission of Monthly SBM 2.0 on MIS.
- T. Support Department and ULBs in IEC/ BCC activities.
- U. Undertake field visits for real time monitoring of the SBM 2.0 activities as per instruction of Urban Development and Poverty Alleviation Department, Government of Mizoram.
- V. Act as Project Management Consultant for Solid Waste Management, Used and Waste Water Management/ Treatment, Septage and Sewerage management etc in all the ULBs of Mizoram.
- W. Assist Department and ULBs in selection of appropriate technologies for management of municipal waste and used water.

- X. To act as bid manager for call of RFP for appointment of Agency for waste management.
- Y. Proposals prepared by consultant shall have to be approved from the department and consultant thereafter shall prepare tender documents in respect of each component of the project and assist the department to finalize the contractors.
- Z. Suggest best practice to address the gaps in present waste management system.
- AA. Monitoring Work Progress about the compliance of agreements and scope of work by the contractors/concessioners as per the agreed Time Schedule.
- BB. Assistance in documentation under Swachh Bharat Mission (SBM 2.0) like Swachh Survekshan, Garbage Free City, ODF++, Water+ and Safai Mitra Suraksha Challenge etc.
- CC. Identification of BWGs & effective compliance of SWM Rules 2016.
- DD. Preparation of goal plan to achieve timelines of all components of Swachh Survekshan 2023 and Pey Jal Survekshan.
- EE. PDMC will facilitate the Department in the selection of various agencies for carrying out City Water Action Plans/Capacity Building etc as per the scheme.
- FF. PDMC will devise strategy for fast implementation of the project by suitable procurement methods by following General Financial Rules and other related Government of India instructions concerning procurement of goods and services.
- GG. Facilitate technological intervention in planning, designing, implementation & monitoring of water supply, and other projects as per AMRUT 2.0.
- HH. Provide technical inputs for techno-economical viable planning, designing and implementation of schemes to provide household tap connection in urban area to meet AMRUT 2.0 objectives.
- II. Structure public private partnership models wherever feasible and provide transaction advisory support.
- 1.1.3 The detailed terms of reference for the consultant are at Schedule-I of this document.

1.2 Due diligence by Applicants

The Firms are encouraged to make themselves fully aware about the assignment before submitting any Proposal by attending a Pre-Proposal Conference on the date and time specified in Clause 1.7.

1.3 Validity of the Proposal

The Proposal shall be valid for a period of not less than 180 days from the Proposal

Due Date (the "PDD").

1.4 Brief description of the Selection Process

There will be a two stage Selection Process in evaluating the proposals comprising technical and financial bids to be submitted on the e-tendering portal. All the required documents as detailed herein after in Clause 2.9 shall be uploaded on the portal. First, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a fresh list of short-listed applicants shall be prepared as specified in Clause 3.1.4 & 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3.1. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant (the "Selected Applicant") shall be called for negotiation, if necessary, while the second ranked Applicant will be kept in reserve.

1.5 Payment to Consultants

1.5.1 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant. The fee shall be quoted in INR (in lacs) only.

1.6 Clarification of Bidding Document

1.6.1 A prospective Bidder requiring any clarification on the RFP Document shall contact the Authority with queries in the below format in writing at the address indicated in the Bid Data Sheet and on email mentioned in bid data sheet. The Authority will respond in writing to any request for clarification, provided that such request is received on or before the date of pre bid meeting. Clarification will be published on website https://mizoramtenders.gov.in.

Sr.no.	RFP Clause, Clause No., Page no.	Query/Clarification	Remarks, if any

1.7 Schedule of Selection Process

S.No	Event Description	Date
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1.	Invitation of RFP	15 th February 2023	
2.	Pre-Bid Conference (physical participation and through VC)	17 th March 2023	
3.	Proposal Due Date or PDD / Last date and time for online submission of bids/proposals	Online at https://mizoramtenders.gov.in 21st March 2023 upto 4 PM	
4.	Submission of Physical Documents of Technical Proposal/Bid including receipt of Bid Document fee, receipt of Bid Security (EMD/Bank Guarantee) & Other documents (Original and one Copy)	24 th March 2023 upto 1 PM	
5.	Opening of Technical Proposals	24 th March 2023 at 1.30 PM	
6.	Technical / Power point Presentation by the Bidders (Approach and Methodology) Plz. Refer 3.1.3	Will be communicated to the Bidders	
7.	Opening of Financial Proposals	Will be communicated to the technically qualified Bidders	
8.	Letter of Intent(LOI)	Will be communicated separately	
9.	Letter of Award (LOA) cum Signing of Agreement	Will be communicated separately	
10.	Undertaking the work	Will be communicated separately	

1.8 Communications

1.8.1 Any communication related to the proposals should be addressed to:

Urban Development and Poverty Alleviation Department, Mizoram Address:

Directorate of Urban Development and Poverty Alleviation Department, Government of Mizoram

MINECO, Aizawl – 796001

Mizoram

Email: dirudpa.mz@gmail.com

1.8.2 All communications should contain the following information, to be marked on the top in bold letters:

"RFP E nit No A.12034/1/Misc/2023(Plan)-DTE (UD&PA) dated 15th February 2023 for Selection of Agency for providing Project Development Management Consultancy (PDMC) For the Implementation of Atal Mission for Rejuvenation and Urban Transformation (AMRUT) 2.0 in 23 ULBs and Swachh Bharat Mission (SBM) 2.0 in 28 ULBs for the State of Mizoram.

The Urban Development and Poverty Alleviation Department, Mizoram invites proposals from the Companies / Firms / Consortium/ Joint Venture for selection of a consultant (the "Consultant") for providing Project Development Management Consultancy (PDMC) For the Implementation of Atal Mission for Rejuvenation and Urban Transformation (AMRUT) 2.0 in 23 ULBs and Swachh Bharat Mission (SBM) 2.0 in 28 ULBs for the State of Mizoram under the Urban Development and Poverty Alleviation Department, Mizoram. The PDMC shall assist the Department during the implementation of the project as per the terms of reference as detailed in Schedule-I of this document.

The Urban Development and Poverty Alleviation Department, Mizoram therefore intends to select the Consultant through an open competitive bidding in accordance with the procedure set out herein.

A brief particular of the tender document are as under: -

Name & Address of the Procuring Entity	Director, Urban Development and Poverty Alleviation Department, Government of Mizoram MINECO, Aizawl – 796001 Mizoram Email: dirudpa.mz@gmail.com		
Subject Matter of Procurement	"Selection of Agency for providing Project Development Management Consultancy (PDMC) For the Implementation of Atal Mission for Rejuvenation and Urban Transformation (AMRUT) 2.0 in 23 ULBs and Swachh Bharat Mission (SBM) 2.0 in 28 ULBs for the State of Mizoram".		

6 months from the date of agreement, which may be		
36 months from the date of agreement, which may be extended on similar rate and terms & conditions as per project requirement and approval from the Authority.		
Single-stage: Two envelope open competitive e- Bid procedure at https://mizoramtenders.gov.in		
uality Based Cost Selection Process (QCBS)		
s detailed in bid documents		
ttps://mizoramtenders.gov.in		
he RFP document fee: Rs. 5,000 (Rupees Five Thousand nly) in the form of Demand Draft (DD) in favour of irector, Urban Development and Poverty Alleviation epartment, Government of Mizoram, payable at Aizawl, lizoram.		
id Security / EMD Amount: Rs. 3 Lakh (Rupees three akh only). id Security in the form of a Bank Guarantee (in terms of orm 10 of Appendix -I) from any of the Commercial Banks a favour of Director, Urban Development and Poverty Illeviation Department, Government of Mizoram, Aizawl, Mizoram alidity Period: Bid Security shall remain valid for a period of 45 days beyond the date of final Bid Validity period		
r i i ll s t l r i e 1 l i a i c n l 1 a		

Performance (Security) Bank Guarantee (PBG), Mode of Payment and Validity Period	Performance Bank Guarantee (PBG) Amount: Performance Bank Guarantee (PBG) of 5% of the accepted/contract amount. Mode of Payment: Bank Guarantee in favour of Director, Urban Development and Poverty Alleviation Department, Government of Mizoram, Aizawl, Mizoram Validity Period: Performance security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the Selected Applicant.		
Period of on-line availability of Bidding Documents (Start / End Date)	From: 15 th February 2023, 10 AM onwards till 21 st March upto 4PM		
Pre-bid Meeting	Date/ Time: 17 th March, 2023, at 3 PM Place: Director's Meeting Room, Directorate of Urban Development and Poverty Alleviation, Aizawl, Mizoram		
End Date for Online submission of Bids / Bid due date/Proposal due date (PDD)	Online at https://mizoramtenders.gov.in End Date: 21st March 2023 upto 4 PM		
Submission of Physical Documents* of Technical Proposal/Bid including receipt of Bid Document fee, receipt of Bid Security (EMD/Bank Guarantee) & Other documents (Original	24 th March 2023 upto 1 PM		
Opening of Technical Proposal/Bid	Date/ Time: 24 th March 2023 at 1.30 PM		
Opening of Financial Bid/Proposal *	Will be intimated later to the Technically qualified Bidders		
Bid Validity	180 days from the Proposal Due Date		

^{*} Financial bid has to be submitted online only. Submission of financial bid in hard copy will lead to rejection of bid

Note:

1) The Bidders (authorized signatory) shall submit their offer on-line in electronic

formats both for technical and financial proposal. Scanned copy of the RFP cost and Earnest Money Deposit (EMD) / Bank Guarantee for Bid Security shall be uploaded online and scanned copy of the Technical Proposal / Bid document including supporting documents should also be uploaded as part of Technical Proposal/Bid. Further, payment receipt for RFP Document Fees, EMD/ Bank Guarantee for Bid Security and the entire Technical Proposal / Bid documents should be submitted physically in original and one copy at the office of Mizoram, Urban Development and Poverty Alleviation Department by the time and date mentioned above as prescribed in the bid document.

- (2) Financial bid has to be submitted online only. Submission of financial bid in hard copy will lead to rejection of proposal/bid.
- (3) Any subsequent addendum/corrigendum shall be published only at the websites https://mizoramtenders.gov.in and will not be published in newspapers. In case there is a holiday on the day of opening of bids, activities assigned on that date shall be carried out on the next working day.
- (4) Before electronically submitting the bids, it should be ensured that all the bid documents including conditions of contract are digitally signed by the Bidder.
- (5) Department will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time to avoid issues at the 11th hour like slow speed, choking of web site due to heavy load or any other unforeseen problems.
- (6) All the prospective bidders are encouraged to participate in the pre-bid meeting, and it is advised that the work sites are visited and bid documents are studied thoroughly.
- (7) The procuring entity reserves the sole right to cancel the bid process and reject any or all the Bids without assigning any reason.
- (8) Procurement entity disclaims any factual / or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- (9) Conditional bids shall be rejected.
- (10) The Bidder shall submit the Technical Proposal/Bid in hard bound form as well as online with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initiated by the Authorized Representative of the Applicant as per the terms of this RFP. The Applicant shall be responsible for its accuracy and correctness as per the version up- loaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photo-copied

version of the RFP and the original RFP issued by the UDPA, the later shall prevail. The document available on https://mizoramtenders.gov.in/ is final.

<u>Note:</u> In pursuance of Gol Order vide S.O. 581(E); dated 23rd March 2012 issued by Ministry of Micro, Small and Medium Enterprises, the MSME firms are exempted from submitting the Bid Document Cost and EMD fees, **on producing required MSME registration certificate**.

Designation: Director, Urban Development and Poverty Alleviation Department, Government of Mizoram, Aizawl

Contact No: 0389 - 2333815 Email ID: <u>dirudpa.mz@gmail.com</u>

Urban Development and Poverty Alleviation Department Government of Mizoram,

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

The Urban Development and Poverty Alleviation Department, Mizoram administers 28 ULBs across Mizoram falling in different geographical zones. With the rapid urbanization and increasing in the urban population, universal coverage of water supply and disposal and treatment of Municipal Solid Waste and Liquid Waste Management has become a major challenge. Accordingly, a decision has been taken to address this issue by Selection of Agency for providing Project Development Management Consultancy (PDMC) For the Implementation of Atal Mission for Rejuvenation and Urban Transformation (AMRUT) 2.0 in 23 ULBs and Swachh Bharat Mission (SBM) 2.0 in 28 ULBs for the State of Mizoram.

2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. The Companies /Firms / Consortium/ Joint Venture are required for undertaking the consultancy may participate in the Selection Process. The manner in which the Proposal is required needs to be submitted, evaluated and accepted as explained in this RFP.
- 2.1.2 Interested Companies / Firms / Consortium/ Joint Venture are advised that the selection of consultant shall be on the basis of an evaluation by a designated Committee, as per the criteria specified in this RFP. Interested companies / Firms / Consortium/ Joint Venture 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 the UDPA's decisions shall be without any right of appeal whatsoever.
- 2.1.3 The Interested companies / Firms / Consortium/ Joint Venture shall submit its Proposal in the form and manner specified in this Section of the RFP. The Technical proposal shall be submitted in the Form at **Appendix-I** and the Financial Proposal shall be submitted in the Form at **Appendix-II**.

2.1.4 Key Personnel

The PDMC (the team to be provided by the Consultant) shall consist of the following key personnel (the "**Key Personnel**") who shall discharge their

respective responsibilities as specified below:

Key Personnel	Responsibilities	Deployment per month (days)	Total Deployment in Months ^{\$}	% Field Deployment Input#
Team Leader Cum Waste Water Expert – 1 Number	He/ she shall be responsible for coordinating project implementation and ensuring timely delivery of the project including Wastewater Management System	22	18	50%
Solid Waste Management Experts – 1 Number	Assistance in conducting ongroundwork for Solid Waste Management	22	12	60%
Contract / Procurement Expert – 1 Number	Assistance in conducting ongroundwork of contracts / Procurement for Solid and Liquid Waste Management	22	12	30%
Design Engineer (Water and Sewerage Supply) 1 Number	Assistance in Preparing Water Supply master plans for cities	22	12	50%
IT and M&E Expert – 1 Number	Assistance in conducting onground MIS generation and Dashboard Management.	22	6	50%

Key Personnel	Responsibilities	Deployment per month (days)	Total Deployment in Months ^{\$}	% Field Deployment Input#
Project Manager cum IEC and Capacity Building Expert	Overall project management and IEC & capacity building activities	22	36	100%
1 Number				

Note:

Based on the requirement, the consultant may be required to deploy additional experts, for which UDPA shall pay the applicant the rate quoted by the selected consultant for person month rate based on deployment days.

% of Home Deployment is equal to 100% minus % of Field Deployment.

\$The total deployment period for the key personnel shall be subject to change based on the project requirements.

2.2 Conditions of Eligibility of Applicants

- 2.2.1 Applicants must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.
- 2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following:

General Eligibility:

Pre- Qualification Criteria:

Sr.	Basic	Eligibility Criteria	Documents to be
No.	Requirement		Submitted
PQ1	Legal Entity	The Lead Bidder should be a registered company in India under the Companies Act, 1956 / 2013 or LLP Act 1932/ Partnership	Copy of Certificate of Incorporation/ Registration/Partnership Deed Copy of PAN Card

[#] To be stationed at Aizawl for the duration specified in the table.

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be Submitted
		firm or Society Act 1960 and subsequent amendments. The lead bidder/ Sole bidder must be in existence for at least 5 years in India.	Copy of GST Registration
PQ2	Turnover	The bidder must have minimum average annual turnover of Rs.10 Crore for last three years. (FY 2019-2020, 2020-21, 2021-22) JV/ Consortium of only two (2) firms/companies is allowed. Lead Member must fulfil 75% of the minimum average annual turnover requirement. The combined average annual turnover will be considered and it must be as requirements.	CA Certificate/ Audited Balance Sheet of last 3 Financial Years clearly stating turnover.
PQ3	Blacklisting	The Bidder (all members of the consortium) must not be debarred/blacklisted by any Government body/PSU/any Municipal Corporation in India as on date of submission of the Bid.	A self-declaration letter signed by the Authorized Signatory of the Bidder
PQ 4	Project Management Experience	The bidder must have Completed / ongoing at least Two Project Management Unit/ Project Management Consultant or Technical Support Unit projects with any Central Govt./State Govt. /ULB in last 5 years from the date of submission.	Work order/Contract document/ Agreement Copy
PQ 5	ISO Certificate	The Bidder should have ISO 9001 Certificate	Valid ISO Certificate

The Bidder may be a single entity or a group of entities ("Consortium") /JV, with each entity being a registered Firm, Company, Society or Trust.

Experience Requirement:

- i. In case of Sole Firm: The firm should have successfully done at least 2 projects involving services of Project Management Consultancy / Program Management Support / Program Management Unit for the Project execution of MSW / Urban Infrastructure Projects in the last 5 years. Certificates of successful completion from the competent authority should be attached with RFP technical proposal.
- ii. In case of JV Firm: The Lead Member of the JV should have done at least 2 project involving services of Project Management Consultancy / Program Management Support/ Program Management Unit for the Project execution for MSW / Urban Infrastructure Projects in last 5 years. Certificates of successful completion from the competent authority should be attached with RFP proposal.

Availability of Key Personnel:

The Companies / Firms / Consortium/ Joint Venture shall provide and make available all Key Personnel as specified below.

Conditions of Eligibility for Key Personnel:

Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:

Key Personnel	Experience	Qualification
Team Leader Cum	He/ She should have	Graduate in Civil /
Waste Water Expert	experience in working on	Mechanical / Environmental
	septage / Waste Water	Engineering or master's in
	Projects	environmental sciences.
		Minimum 7 (five) year
		experience in Wastewater
		treatment.
Solid Waste	He / She should have	Engineering Degree in any
Management Expert	experience in working on	branch or master's in
	Solid Waste Management	environmental sciences or
	projects	M Plan or MBA.
		Minimum 5 (five) year
		experience in SWM
		projects.
Contract-cum-	He / She should have	Engineering Degree in any
Procurement Expert	experience in SWM	branch or master's in
	contracts / Waster Water	environmental sciences or M
	contracts/ procurement	Plan or MBA or CA.
	process and documentation	

Key Personnel	Experience	Qualification
		Minimum 5 (five) years'
		experience in Contract-cum-
		Procurement process.
Design Engineer	He / She should have	Graduate in Civil /
(Water and Sewerage	experience in water &	Environmental Engineering
Supply)	wastewater design	or master's in
	/implementation	environmental sciences
		Minimum 5 (five) years'
		experience in water supply
		projects
IT and M&E Specialist	He / She should have	Engineering Degree in any
	experience in managing	branch or MCA.
	MIS data and be capable of	Minimum 5 (five) years
	presenting the same in	experiences in MIS and
	dashboards, excel/word	Database Management.
	formats, etc.	
Project Manager cum	Should have experience in	Any graduate degree
IEC and Capacity	general project	Minimum 3 (three) year
Building Expert	management, IEC/ public	experience in project
	awareness projects and	management cum IEC and
	capacity building projects	capacity building

- 2.2.3 The interested companies / Firms / Consortium/ Joint Venture should submit a **Power of Attorney** as per the format at Form 4 of Appendix- I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner or Director (on the Board of Directors) of the Applicant.
- 2.2.4 While submitting a Proposal, the interested Companies / Firms / Consortium / Joint Venture should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified Forms in the Appendices is insufficient. Alternatively, interested Companies / Firms / Consortium / Joint Venture may format the specified Forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a

Conflict of Interest shall be disqualified.

- 2.3.2 The UDPA requires that the Consultant provides professional, objective, and impartial advice and at all times hold the UDPA's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the UDPA.
- 2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-2. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - (a) a constituent of such Applicant is also a constituent of another Applicant; or
 - (b) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
 - (c) Such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
 - (d) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
 - (e) There is a conflict among this and other consulting assignments of the Applicant (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the UDPA for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - (f) a firm which has been engaged by the UDPA to provide goods or works or services for a project, and its Associates, will be disqualified from providing

consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Associates, will be disqualified from subsequently providing goods or works or services related to the same project.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant, or is deemed or published as an "Associate Office"; or has a formal arrangement such as tie up for client referral or technology sharing, etc. As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

2.3.4 A firm eventually appointed to provide Consultancy for this Project, its Associates, affiliates and the Experts, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) years from the completion of this assignment or to any consulting assignments granted by banks/lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the UDPA in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the UDPA in accordance with the rules of the UDPA. For the avoidance of doubt. an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof. For the avoidance of doubt, in the event that: (a) the Expert or Key Personnel of an Applicant/ Consultant was a partner or an employee of another firm, which attracts the provisions relating to Conflict of Interest hereunder; and (b) was directly or indirectly associated with any assignment that causes a Conflict of Interest hereunder, then such Expert shall be deemed to suffer from Conflict of Interest for the purpose hereof.

2.3.5 In the event that the Consultant, its Associates, or affiliates are auditors or financial advisers to any of the bidders for the Project, they shall make a disclosure to the UDPA as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the opening of the Proposals for the Project and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The UDPA shall, upon being notified by the Consultant under this Clause 2.3.5, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days.

2.4 Number of Proposals

No companies / Firms / Consortium/ Joint Venture or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as an Associate of any other Consultant, as the case may be.

2.5 Cost of Proposal

The interested companies / Firms / Consortium / Joint Venture shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Project site etc. The UDPA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Visit to the Authority and verification of information

Interested companies / Firms / Consortium/ Joint Venture are encouraged to submit their respective Proposals after visiting the office of the UDPA if they desire and ascertaining for themselves the availability of documents and other data with the UDPA, Applicable Laws and regulations or any other matter considered relevant by them.

2.7 Acknowledgement by Applicant

- 2.7.1 It shall be deemed that by submitting the Proposal, the interested companies / Firms / Consortium / Joint Venture Applicant has:
 - (a) made a complete and careful examination of the RFP;
 - (b) received all relevant information requested from the UDPA;
 - (c) Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the UDPA or relating to any of the matters referred to in Clause 2.6 above.
 - (d) satisfied itself about all matters, things, and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder.
 - (e) Acknowledged that it does not have a Conflict of Interest; and
 - (f) Agreed to be bound by the undertaking provided by it under and in terms hereof.
- 2.7.2 The UDPA shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.8 Right to reject any or all Proposals

- 2.8.1 Notwithstanding anything contained in this RFP, the UDPA 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 therefor.
- 2.8.2 Without prejudice to the generality of Clause 2.8.1, the UDPA reserves the right to reject any Proposal if:
 - (a) At any time, a material misrepresentation is made or discovered, or
 - (b) The Applicant does not provide, within the time specified by the UDPA, the supplemental information sought by the UDPA for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the

disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified / rejected, then the UDPA reserves the right to consider the next best Applicant or take any other measure as may be deemed fit in the sole discretion of the UDPA, including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the RFP

2.9.1 This RFP comprises the disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

Request for Proposal

- 1 Introduction
- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Miscellaneous

Schedules

- 1 Terms of Reference
- 2 Guidance Note on Conflict of Interest
- 3 Appendices

Appendix – I: Technical Proposal

Form 1 : Letter of Proposal

Form 2 : Particulars of the Applicant Form 3 : Statement of Legal Capacity

Form 4 : Power of Attorney

Form 5 : Financial Capacity of the Applicant

Form 6 : Abstract of Eligible Assignments of the Applicant

Form 7 : Eligible Assignments of Applicant Form 8 : Particulars of Key Personnel Form 9 : CVs of Professional Personnel

Form 10 : Bank Guarantee Format for Bid Security

Appendix - II: Financial Proposal

Form 1 : Covering Letter
Form 2 : Financial Proposal

Form 2A: Break up of Person Month Rate for each expert

2.10 Clarifications

2.10.1 Interested companies/Firms / Consortium/ Joint Venture requiring any clarification on the RFP may send their queries to the UDPA through mails on official email id dirudpa.miz@gmail.com on or before the date of pre bid meeting. All such mails shall clearly bear the following subject:

"Queries/ Request for Additional Information concerning Request for Proposal (RFP) for Selection of Agency for providing Project Development Management Consultancy (PDMC) For the Implementation of Atal Mission for Rejuvenation and Urban Transformation (AMRUT) 2.0 in 23 ULBs and Swachh Bharat Mission (SBM) 2.0 in 28 ULBs for the State of Mizoram

2.10.2 The UDPA reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the UDPA to respond to any question or to provide any clarification.

2.11 Amendment of RFP

- 2.11.1 At any time prior to the deadline for submission of Proposal, the UDPA may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the website (https://mizoramtenders.gov.in/) and by conveying the same to the prospective interested companies/Firms / Consortium/ Joint Venture by e-mail.
- 2.11.2 All such amendments will be notified in writing through e-mail to all interested companies / Firms / Consortium/ Joint Venture who have downloaded the RFP document. The amendments will also be posted on the website https://mizoramtenders.gov.in/ in the corrigendum section along with the revised RFP containing the amendments and will be binding on all Applicants.
- 2.11.3 In order to afford the Applicants a reasonable time for taking an amendment

into account, or for any other reason, the UDPA may, in its sole discretion, extend the PDD.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13 Format and signing of Proposal

- 2.13.1 The interested companies / Firms / Consortium/ Joint Venture shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.13.2 The interested companies / Firms / Consortium/ Joint Venture should upload all necessary documents on the e-tendering portal, non-submission of requisite RFP bid documents shall leads to be considered as a non-responsive bid.
- 2.13.3 The Proposal must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:
 - (a) by the proprietor, in case of a **proprietary Firm**; or
 - (b) by a partner, in case of a **partnership Firm** and / or a limited liability partnership; or
 - (c) by a duly **authorized person** holding the **Power of Attorney**, in case of a Limited Company or a Corporation; or
 - (d) by **Lead Member** in case of **consortium / Joint Venture**.

 A copy of the **Power of Attorney** certified by a **Notary public** in the Form specified in **Appendix-I (Form-4)** shall accompany the Proposal (if required).

2.13.4 Applicants should note the PDD, as specified in Clause 1.7, for submission of Proposals.

Except as specifically provided in this RFP, no supplementary material will be entertained by the UDPA, and that evaluation will be carried out only on the basis of Documents received by the closing time of PDD as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

2.14 Technical Proposal

2.14.1 Interested companies / Firms / Consortium / Joint Venture shall submit the technical proposal in the Formats at Appendix-I (the "**Technical Proposal**").

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

- (a) All Forms are submitted in the prescribed formats and signed by the prescribed signatories.
- (b) Power of attorney, if applicable, is executed as per Applicable Laws.
- (c) CVs of all Key Personnel have been included.
- (d) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 of the RFP.
- (e) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished.
- (f) Key Personnel proposed have good working knowledge of English language.
- (g) Key Personnel would be available for the period indicated in the TOR;
- (h) No Key Personnel should have attained the age of 60 years at the time of submitting the proposal; and
- (i) The proposal is responsive in terms of Clause 2.22.3.
- (j) The Applicant should submit Registration Certificate of the Firm/License of the Firm / Registration of Joint Venture of the company.
- (k) GST No of the Firm.
- (I) PAN No of the Firm.
- (m) Applicant should submit declaration on Affidavit that the documents submitted with RFP documents are true and correct and if found any document is found false/ fictious, Urban Development and Poverty Alleviation Department, Mizoram may cancel the assigned job, keep withheld the work done claim and can also forfeit the EMDs / Bank

- Guarantee pledged in favour of the Director, Urban Development and Poverty Alleviation Department, Mizoram.
- (n) A certificate from the Charted Accountant that the interested companies / Firms / Consortium/ Joint Venture have a positive net worth and company is in profit in the preceding 3 years i.e. FY 2019-2020, 2020-2021, 2021-2022.
- (o) In case of JV / Consortium, the participant should submit a copy of MOU / Agreement duly signed between the Firms.
- 2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
- 2.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience, or other particulars, he shall be liable to be debarred for any future assignment of the UDPA for a period of 4 (Four) years.
- 2.14.5 The proposal should be as per the information sought by this RFP document.
- 2.14.6 The proposed team shall include experts and specialists (the "Professional Personnel") in their respective areas of expertise and support staff (the "Support Personnel") such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. The team shall comprise other competent and experienced professional personnel in the relevant areas of expertise (wherever applicable) as required for successful completion of this Consultancy. The CV of each such professional personnel, if any, should also be submitted in the format at Form-9 of Appendix-I.
- 2.14.7 An Applicant may, from time to time, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise and qualification (where applicable). A Sub-Consultant, however, shall not be a substitute for any Key Personnel.
- 2.14.8 The UDPA reserves the right to verify all Statements, information, and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the UDPA to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the UDPA thereunder.

2.14.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the UDPA without the UDPA being liable in any manner whatsoever to the Selected Applicant or Consultant, as the case may be.

2.15 Financial Proposal

- 2.15.1 Applicants shall submit the financial proposal in the formats at **Appendix-II** (the "**Financial Proposal**") clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant's Authorized Representative and upload the same on the e-tendering portal. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- 2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:
 - (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), residential accommodation etc. However, for ease of availability and functional efficiency, office space, necessary office equipment e.g. computers, printers, copier and stationery shall be provided by the UDPA. Also, in case the UDPA desires experts/consultants of PDMC to travel for official purposes, a fixed TA/DA for such tours shall be paid by the UDPA directly to the experts/consultants on reimbursement basis, as per following scale:

	Boarding & Lodging (Rates	Travel
	Excluding taxes)	
Team Leader	Actual not exceeding the	As applicable to the officer
	amount as applicable to the	of the rank of Deputy
	officer of the rank of Deputy	Secretary or equivalent.
	Secretary or equivalent.	
Other Experts	Actual not exceeding the	As applicable to the officer
	amount as applicable to the	of the rank of Under
	officer of the rank of Under	Secretary or equivalent.
	Secretary or equivalent.	

- (ii) The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (iii) The Financial Proposal shall include consider all expenses including all applicable taxes. For the avoidance of doubt, it is clarified that applicable taxes including GST should necessarily be part of the financial proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- (iv) Costs (including break down of costs) shall be expressed in INR (in lacs).

2.16 Office Space

A dedicated Office space will be provided within the UDPA Office Building to the PDMC team along with office infrastructure viz computers, printers, copiers, stationery etc. As per the requirement ascertained, a project vehicle may also be allocated to the PDMC, for official use.

2.17 Submission of Proposal

2.17.1 The interested companies / Firms / Consortium/ Joint Venture needs to submit the proposal online. In case the proposal is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the UDPA and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the UDPA, the latter shall prevail. The document available on https://mizoramtenders.gov.in/ is final.

- 2.17.2 The Proposal should be submitted online which will clearly indicate the RFP Notice number, Consultancy name as indicated at Clause 1.8.1 and the name and address of the Applicant.
- 2.17.3 The RFP is a two bid cover system i.e. "Technical Proposal" and "Financial Proposal" in the prescribed format Form 1 to 10 of Appendix-I and supporting documents for Technical Proposal and Form 1, 2, and 2A of Appendix II for Financial Proposal.
- 2.17.4 All pages of the Technical Proposal must be numbered and initialed by the Authorized Representative or persons signing the Proposal.
- 2.17.5 The completed Proposal must be delivered on or before the specified time on PDD. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 2.17.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual Statements, firm profiles, copy of contracts etc. will be entertained.
- 2.17.7 The rates quoted shall be final throughout the period of performance of the assignment up to and including discharge of all obligations of the Consultant under the Agreement.

2.18 Proposal Due Date

- 2.18.1 Proposal should be submitted by or before the PDD specified at Clause 1.7 on the e-tendering poral.
- 2.18.2 The Authority may, in its sole discretion, extend the PDD by issuing an Addendum/ extension notice in accordance with Clause 2.11 uniformly for all Applicants.

2.19 Late Proposals

The proposal (Technical and Financial Proposal) should be submitted by or before the PDD through web portal https://mizoramtenders.gov.in/. Further, Technical Proposal should be delivered to the office address as provided in the RFP by or before the due date indicated in the RFP. Proposal Submitted after the due date will not be accepted by the tender portal and hence will automatically rejected. The authority will in no case be responsible if the bid is not submitted online within the specified timelines.

2.20 Modification/ substitution/ withdrawal of Proposals

- 2.20.1 The interested companies / Firms / Consortium/ Joint Venture may modify, substitute, or withdraw its Proposal online before PDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant after the PDD.
- 2.20.2 The modification, substitution, or withdrawal Notice shall be done before PDD.
- 2.20.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by the UDPA, shall be disregarded.

D. EVALUATION PROCESS

2.22 Evaluation of Proposals

- 2.22.1 The designated committee shall open the Proposal on the PDD, at the place specified in Clause 1.8.1 and in the presence of the Applicant who choose to attend. The technical proposal shall be opened first. The "Financial Proposal" shall be opened at a later date as mentioned in Clause 1.7.
- 2.22.2 Proposals received online shall only be opened.
- 2.22.3 Prior to evaluation of Proposals, the designated committee will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
 - (a) the Technical Proposal is received in the form specified at Appendix-I.
 - (b) it is received by the PDD including any extension thereof pursuant to Clause 2.17.
 - (c) The requisite documents uploaded on the e-tendering portal for scrutiny of the same for the evaluation committee.
 - (d) The original copy of the Power of Attorney is uploaded on the e-tendering portal along with bid as specified in Clause 2.2.3.
 - (e) it contains all the information (complete in all respects) as requested in the RFP.
 - (f) it does not contain any condition or qualification; and
 - (g) it is not non-responsive in terms hereof.
- 2.22.4 The UDPA reserves the right to reject any Proposal, on the recommendation of the designated committee, which is non-responsive and no request for alteration,

- modification, substitution, or withdrawal shall be entertained by the UDPA in respect of such Proposals.
- 2.22.5 The designated committee shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.5 and the criteria set out in Section 3 of this RFP.
- 2.22.6 After the fresh technical evaluation, the designated committee shall prepare a list of pre-qualified Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre- qualified Applicants along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The UDPA will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.
- 2.22.7 Applicants are advised that Selection shall be entirely at the discretion of the UDPA. Applicants shall be deemed to have understood and agreed that the UDPA shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.22.8 Any information contained in the Proposal shall not in any way be construed as binding on the UDPA, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.23 Confidentiality

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

the UDPA or as may be required by law or in connection with any legal process.

2.24 Clarifications

- 2.24.1 To facilitate evaluation of Proposals, the UDPA may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the UDPA for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.24.2 If an Applicant does not provide clarifications sought under Clause 2.24 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the UDPA may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the UDPA.

E. APPOINTMENT OF CONSULTANT

2.25 Negotiations

- 2.25.1 The Selected Applicant may, if necessary, be invited for technical negotiations. The negotiations shall not be restrictive of the Proposal and be negotiable at all level either technical or financial, and will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 50% (fifty per cent) marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better candidate to the satisfaction of the UDPA. In case the Selected Applicant fails to reconfirm its commitment, the UDPA reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.
- 2.25.2 The UDPA will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the UDPA.
- 2.25.3 The UDPA will examine the credentials of Consultants Firm proposed for this Consultancy and those not found suitable shall be replaced by the Selected Applicant to the satisfaction of the UDPA.

2.26 Substitution of Key Personnel

- 2.26.1 The UDPA will not normally consider any request of the Selected Applicant for substitution of the Experts or Key Personnel as the ranking of the Applicant is based on the evaluation of the Expert and any change therein may upset the ranking. Substitution will, however, be permitted in exceptional circumstances if the Expert is not available for reasons of any incapacity or due to health reasons, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the UDPA.
- 2.26.2 The UDPA expects the Key Personnel to be available during implementation of the Assignment.

2.78 Indemnity

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

2.28 Award of Consultancy

After selection, a Letter of Intent (the "LOI") shall be issued, in duplicate, by the UDPA to the Selected firm/Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI duly signed by the Selected Applicant is not received by the stipulated date, the UDPA may, unless it consents to extension of time for submission thereof, cancel the LOI and the next highest-ranking Applicant may be considered. The selected firm shall furnish the Performance Security of an amount equal to 5% of the accepted /contract amount to the Director, Urban Development and Poverty Alleviation Department, Government of Mizoram within a period of 7 days from the date of issuance of LOI in order to complete the codal procedure of tendering. The EMD/Bank Guarantee for Bid Security shall be returned to the Selected Applicant on the production of Performance Security in the form of a Bank Guarantee for an amount of 5% of the accepted/contract amount and the Performance security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the Selected Applicant.

2.29 Commencement of Assignment

The Consultant shall commence the Consultancy within thirty (30) days of the date of the issuance of LOA, or such other date as may be mutually agreed. If the Consultant fails to commence the assignment as specified herein, the UDPA may invite the second ranked Applicant for negotiations. In such an event, the LOI/ LOA will be cancelled / terminated and EMD/ Bank Guarantee for Bid Security of the selective consultancy shall be forfeited.

2.30 Proprietary data

Subject to the provisions of Clause 2.22, all documents and other information provided by the UDPA or submitted by an Applicant to the UDPA shall remain or become the property of the UDPA. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The UDPA will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the UDPA in relation to the Consultancy shall be the property of the UDPA.

2.31 Consortium of Consultants

The firms can form a Joint Venture or a Sub-Consultancy amongst themselves. Under such circumstances, one of the consultants must become the Lead Member of the Consortium and Urban Development and Poverty Alleviation Department, Mizoram shall only deal with the Lead Member for all purposes. The Lead Member should also furnish the MoU signed between the Consortium Members. The agreement between the constituents of the Joint Venture or a sub consultant should be shared with Urban Development and Poverty Alleviation Department, Mizoram indicating clearly the roles of each constituent in such Association.

CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. **Only those Applicants whose Technical Proposals**

score 60 points or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest technical score (S).

- 3.1.2 Each Key Personnel must score a minimum of 50% marks.
- 3.1.3 The scoring criteria to be used for evaluation shall be as follows.

Item	Criteria				
Code	Delevent Evneyiones of the Applicant Mavine Mayles 10				
1 1 (a)	Relevant Experience of the Applicant Maximum Marks - 10 The marks shall be awarded as per the experience in eligible assignments as				
Ι (α)		3.1.4 (a) of RFP, as per the	_	-	
		Criteria	<u> </u>		
	Successful Projec	ets		Marks	
	Two (2) Successfu	ul / ongoing Projects in case	of sole Firm /	05	
	Company / JV/ Co	onsortium in the field of SW	M / Urban	Marks	
	Infrastructure pro	ojects			
	More than Two (2	2) successful / ongoing Proje	ects in case of	10	
	Sole Firm / Comp	any and JV/ Consortium in t	he field of SWM	Marks	
	/ Urban Infrastructure projects				
	Furnish the copies of work orders / Completion certificates issued by the				
	competent author	rity for evaluation.			
2	Relevant Experience	of the Key Personnel			
	Maximum Marks – 60				
2 (a)	The marks shall be aw	arded to Team Leader as pe	er the criteria given	below:	
	Minimum 7 (five) year	s' experience in Team Leade	er cum Waste Wate	r Treatmen	
	Rank	Experience in Wast	e Marks		
		Water Treatment			
	Team Leader cu	ım between 7 to 10 yea	rs 10 Marks		
	Waste Wat	er >10 years	15 Marks		
	Treatment Expert	>10 years	13 Marks		
	The marks shall be awarded to Solid Waste Management Experts as p			s as per th	
2 (b)	criteria given below	r:-			
	Minimum 5 (five) y	ears' experience in SWM p	rojects.		
	Rank Experience in SWM Marks				

	Solid V Manageme Expert	Vaste ent	>7 years	10 Marks	
2 (c)	The marks shall be awarded to Contract-cum-Procurement Expert as per the criteria given below:- Minimum 5 (five) years' experience in the field of SWM contracts / waste water contracts/ procurement process.				
	Rank	Expe	erience in Contract-	Marks	
		cum	-Procurement		
	Contract-co	um- be	etween 5 to 7 years	8 Marks	
	Procureme Expert	ent >	7 years	10 Marks	
2 (d)	The marks shall be awarded to Design Engineer (Water and Sewerage Supply) as per the criteria given below:- Minimum 5 (five) years experience in the field of water supply projects				
	Rank	Ехр	erience in Water and erage Supply Projects	Marks	
	Design Engine	eer be	etween 5 to 7 years	8 Marks	
	(Water and Sewerage Supply)	>	7 years	10 Marks	
2(e)	The marks shall be awarded to IT and M&E as per the criteria given below:- Minimum 5 (five) years' experience in the field of managing IT and be capable of presenting the same in dashboards, Excel/ Word Formats etc. and Monitoring and Evaluation				
	Rank	Experi	ence in IT and M&E	Marks	
	IT and	betweer	n 5 to 7 years	6 Marks	
	M&E Expert	>7 to 9 y	vears	8 Marks	
2 (f)			arded to Project Mana ria given below: -	ger cum IEC and Capacity Building	

	Minimum 3 (three) years' experience in the field of managing project					
	management, IEC and capacity building activities. Fluent in Mizo language					
	Rank Experience in Project Marks					
		nd				
		Capacity Building				
	Project Manager	between 3 to 5 years	5 Marks			
	cum IEC and	>5 years	7 Marks			
	Capacity Building					
	Expert					
3	Approach and Methodo	Maximum				
	Marks – 30					
3 (a	The bidders should sub	mit the Approach and Metl	nodology as per clauses of			
&b)	RFP document and in order to evaluate the technologies to be adopted by the					
	selected Firm to handle the activity in Mizoram					
	:-					
	Task Medium Max Marks					
	Approach and Need to be					
	Methodology submitted with Bid Maximum 30 Marks					
	document					
		0.000				

3.1.4 Eligible Assignments

For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments granted by the government, regulatory commission, tribunal, statutory authority, public sector entity in respect of the following projects shall be deemed as eligible assignments (the "Eligible Assignments"):

(a) Projects with experience of providing services of Programme Management Consultancy /Programme Management Support/ Programme Management Unit for the Project execution of Municipal Solid Waste Management Projects / water supply and sewerage projects

3.2 Short-listing of Applicants

All the Firms/ Applicants ranked as aforesaid, shall be pre-qualified for financial

evaluation in the second stage. However, if the number of such pre- qualified Applicants is less than 2 (two), the Authority may, in its sole discretion, pre-qualify the Applicant(s) whose Technical Score is less than the score specified in Clauses 3.1.1 and 3.1.2; provided that in such an event, the total number of pre-qualified Applicants shall not exceed 2 (two) and the technical scores shall be considered as per actual for further calculations.

3.3 Evaluation of Financial Proposal

3.3.1 Financial proposals of pre-qualified Applicant will be opened online through etendering in the presence of representatives of bidders who choose to attend. For financial evaluation, the total cost indicated in the Financial Proposal as per Form 2 of Appendix -II shall be considered and arithmetic total provided in the Form 2A: Break up of Person Month Rate for Each Expert of Appendix II shall be checked for its consistency.

3.4 Combined and Final Evaluation

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

$$Bb = (0.8) * Tb + (0.2) x (Cmin / Cb) *100$$

Where,

Bb = overall combined score of bidder under consideration (calculated up to two decimal points)

Tb = Technical score of the bidder under consideration

Cb = Financial bid value of the bidder under consideration

Cmin = Lowest financial bid value among the financial proposals under consideration

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

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**") in the Selection Process.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to

constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

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

5. MISCELLANEOUS

- 5.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Mizoram shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 5.2 The UDPA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - (a) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) Consult with any Applicant in order to receive clarification or further information;
 - (c) Retain any information and/or evidence submitted to the UDPA by, on behalf of and/or in relation to any Applicant; and/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 Applicant.
- It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- All documents and other information supplied by the UDPA or submitted by an Applicant shall remain or become, as the case may be, the property of the UDPA. The UDPA will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 5.5 The UDPA reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.
- 5.6 The liability of the consultant under this project shall be limited to the value of the

contract signed (to the extent of payment made to the consultant) with the consultant for consultancy work for any direct loss on account of default of consultant.

5.7 The Consultant shall not be liable, in contract or tort, under statute or otherwise, for any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Contract or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.

The Consultant shall also not be liable, in contract or tort, under statute or otherwise, for aggregate damages in excess of the fees actually paid in connection with claims arising out of this Agreement or otherwise relating to the services under the Agreement. However, this limitation shall not apply to losses or damages caused by the Consultant's fraud or to the extent prohibited by applicable law or professional obligations.

- 5.8 The Contract shall be for a period of minimum of 3 years which may be extended further.
 - 5.9 Financial quote shall be inclusive of all out-of-pocket expenses of the TA like local taxi, conveyance, food and stay cost for Mizoram/ Assigned duty station. In case any resource from TA travel outside Mizoram/ Assigned duty station for related work, shall be reimbursed all expenses subject to prior approval of the UDPA. All applicable taxes shall also be paid. Refer to clause 2.15.2 (i) for benchmark structure for travel, boarding & lodging of Personnel for travel outside of Mizoram/Assigned duty station.
 - 5.10 UDPA may ask for additional resources for deployment within, Urban Development and Poverty Alleviation Department, Mizoram, for which the Department shall pay the applicant the rate quoted by the selected consultant for person month rate based on deployment days.

In addition to the above, Project Associates shall be provided at a fixed quoted cost not more than Rs 50,000.00 (Fifty thousand only) per Project Associate per month, as and when required by the UDPA.

SCHEDULES	
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SCHEDULE - 1

(See Clause 1.1.3)

Terms of Reference (TOR)

GENERAL

- 1.1 Government of Mizoram has undertaken various initiatives in the past for managing its Water supply and Solid waste and Waste Water projects across the State. However, these initiatives were taken at different time periods. Currently the challenge is in integration of these initiatives and to ensure smooth and cohesive implementation of the DPR proposals prepared for respective ULBs across Mizoram.
- 1.2 Role of Urban Development and Poverty Alleviation Department, Mizoram in urban development is critical. Its role is to guide, monitor, supervise and evaluate the performance of the schemes implemented by the Urban Local Bodies under its jurisdiction. It also ensures timely fund allocation and sanctions for various development projects as well as capacity building of personnel at various ULBs.

SCOPE OF WORK

The objective of the RFP is to appoint a Consultant to assist the UDPA in improving Solid waste management and Liquid Waste Management in all ULBs of Mizoram for 36 months and the consultancy period may be increased as desired by the authority. This will help in ensuring clean living environment to the citizens of the Division. The detailed role and responsibility of the consultant is mentioned below:

- 1. Assist the Authority/UDPA in Program Management for implementation of AMRUT 2.0.
- The PDMC will be responsible for developing, managing and overseeing planning and monitoring activities. In doing so, the PDMC will ensure, that, activities undertaken are articulately planned as per AMRUT 2.0 operational guidelines and avoid any kind of duplication of efforts within the department.
- 3. Development of Urban/City Aquifer Management Plan as per the guidelines of AMRUT 2.0.
- 4. The monitoring activity shall primarily be based on existing data available with the Department including data collection from the field Engineers or

- implementing agencies managing the concerned flagship schemes.
- 5. Management of AMRUT 2.0 on MIS/or any relevant portal on regular basis.
- 6. Analysing various data of existing infrastructure, coverage etc to find out gaps and suggesting suitable remedial measures to fast track the implementation as per AMRUT 2.0 guidelines.
- 7. PDMC will assist and support the department and ULBs in achieving reform agenda which will include mandatory and incentive based reforms as per operational guidelines of AMRUT 2.0.
- 8. PDMC will assist and support UDPA department in release of all Central Assistance (CA) from the Ministry. This will include preparation of City Aquifer Management Plan and other functional outcomes.
- 9. PDMC will be responsible for revision of CWAP, SWAP and DPRs under AMRUT 2.0 in case need arises.
- 10. PDMC will be responsible for facilitating, supporting and assisting the Department pertaining to Pey Jal Survekshan.
- 11. The PDMC shall develop Standard Bidding Documents for Item Rate Contract / EPC for projects, selection of Third-Party Inspection Agency (TPA), Implementing Support Agency (ISA) and provide other necessary procurement support as and when required.
- 12. To provide advisory services to all the ULBs regarding Swachh Bharat Mission (SBM) 2.0 Part-2.0 and Swachh Survekshan, ODF++ / Water Plus & achievement of Garbage Free City Certification etc.
- 13. Preparation of Short-term Goal Plan to achieve objective of Swachh Bharat Mission 2.0.
- 14. To undertake baseline survey, data capturing & stakeholder consultation in order to prepare the gap analysis based on which futuristic project planning shall be planned, designed, procured & implemented in accordance to SWM Rules, 2016 and other environmental rules stipulated either in EPA, 1986 or has been directed by Hon'ble National Green Tribunal.
- 15. To prepare detailed project reports with time-bound action plans for implementation of projects related to Solid Waste Management, Sanitation and any other supporting activities that compliment AMRUT 2.0 and Swachh Bharat Mission 2.0.
- 16. To provide support and services in monitoring, supervising, and implementing AMRUT 2.0 and SBM 2.0.
- 17. To help Department and ULBs to make procurements to support AMRUT 2.0 and SBM 2.0 and undertake various activities with support of ULBs to achieve the set objectives.
- 18. To organize capacity building programs, workshops, seminars and cross-

- learning visits etc. for Department and ULB staff.
- 19. Submission of Monthly SBM 2.0 on MIS.
- 20. Support Department and ULBs in IEC/ BCC activities.
- 21. Undertake field visits for real time monitoring of the SBM 2.0 activities as per instruction of Urban Development and Poverty Alleviation Department, Government of Mizoram.
- 22. Act as Project Management Consultant for Solid Waste Management, Used and Waste Water Management /Treatment, Septage and Sewerage management etc in all the ULBs of Mizoram.
- 23. Assist Department and ULBs in selection of appropriate technologies for management of municipal waste and used water.
- 24. To act as bid manager for call of RFP for appointment of Agency for waste management.
- 25. Proposals prepared by consultant shall have to be approved from the department and consultant thereafter shall prepare tender documents in respect of each component of the project and assist the department to finalize the contractors.
- 26. Suggest best practice to address the gaps in present waste management system.
- 27. Monitoring Work Progress about the compliance of agreements and scope of work by the contractors/concessioners as per the agreed Time Schedule.
- 28. Assistance in documentation under AMRUT 2.0 and Swachh Bharat Mission (SBM 2.0) like Pey Jal Survekshan, Swachh Survekshan, Garbage Free City, ODF++, Water+ and Safai Mitra Suraksha Challenge etc.
- 29. Identification of BWGs & effective compliance of SWM Rules 2016.
- 30. Preparation of goal plan to achieve timelines of all components of Swachh Survekshan 2023 and Pey Jal Survekshan.
- 31. PDMC will facilitate the Department in the selection of various agencies for carrying out City Water Action Plans/Capacity Building etc as per the scheme.
- 32. PDMC will devise strategy for fast implementation of the project by suitable procurement methods by following General Financial Rules and other related Government of India instructions concerning procurement of goods and services.
- 33. Facilitate technological intervention in planning, designing, implementation & monitoring of water supply, and other projects as per AMRUT 2.0.
- 34. Provide technical inputs for techno-economical viable planning, designing and implementation of schemes to provide household tap connection in urban area to meet AMRUT 2.0 objectives.
- 35. Structure public private partnership models wherever feasible and provide

transaction advisory support.

Also, in case the UDPA desires experts/consultants of PDMC to travel for official purposes, a fixed TA/DA for such tours shall be paid by the authority directly to the experts/consultants on reimbursement basis, as per following scale:

	Boarding & Lodging (Rates Excluding taxes)	Travel
Team Leader	As applicable to the officer of the rank of Deputy Secretary or equivalent.	1 1
Other Experts	As applicable to the officer of the rank of Under Secretary or equivalent.	As applicable to the officer of the rank of Under Secretary or equivalent.

Payment Schedule.

Agency/firm shall prepare and submit workplan and experts deployment schedule (Home and Filed) for each month at least 10 working days prior to the month under consideration for approval of UDPA. UDPA will provide approval and / or suggestions on aforesaid plan within 7 working days from receipt of such plan.

In consideration of its services, Agency /firm shall be paid fee on monthly basis. The monthly fee shall be calculated based on the actual duration of experts deployment (both home and field), number of experts deployed, and person month rate (home and field as the case may be) as quoted by the Agency in its Financial Proposal plus applicable GST on the total calculated monthly fee. It may be noted that person month rate (both Home and Filed) shall be fixed during the term of service and no adjustment/increase will be made year on year basis.

Monthly Fee shall be paid in two parts, i.e. 50% of the monthly fee will be released by 10th of subsequent month and balance 50% of the monthly fee will be released upon satisfactory completion of the tasks agreed in the Workplan by the firm/agency.

Duration/Term of Service Providing Agency

The Agency shall provide required number of experts/consultants for setting up

Project Development Management Consultants at the Department for undertaking this assignment for a period of 36 months (Three years). Further extensions may be granted by the Department on same terms and conditions as per the requirement.

SCHEDULE-2

(See Clause 2.3.3)

Guidance Note on Conflict of Interest (for Consultant)

- 1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
- Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
- 3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) UDPA and consultants:
 - (i) Potential consultant should not be privy to information from the UDPA which is not available to others.
 - (ii) Potential consultant should not have defined the project when earlier working for the UDPA.
 - (iii) Potential consultant should not have recently worked for the UDPA overseeing the project.
 - (b) Consultants and concessionaires/contractors:
 - (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments.
 - (ii) No consultant should be involved in owning or operating entities resulting from the project.
 - (iii) No consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the UDPA who have current or recent connections to the companies involved, there- fore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by

- consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the UDPA. All conflicts must be declared as and when the consultants become aware of them.
- 5. Another approach towards avoiding a conflict of interest is through the use of "Chinese walls" to avoid the flow of commercially sensitive information from one part of the consultant's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of "Chinese walls" may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, "Chinese walls" have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, "Chinese walls" should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.
- 6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
- 7. Another form of conflict of interest called "scope—creep" arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the UDPA but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
- 8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the UDPA at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

SCI	HEDULE - 3	
A	opendices	
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(See Clause 2.1.3)

TECHNICAL PROPOSAL

Form-1

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

[Director, Urban Development and Poverty Alleviation Department, Mizoram]

Sub: Request for Proposal (RFP) for Selection of Agency for providing Project Development Management Consultancy (PDMC) For the Implementation of Atal Mission for Rejuvenation and Urban Transformation (AMRUT) 2.0 in 23 ULBs and Swachh Bharat Mission (SBM) 2.0 in 28 ULBs for the State of Mizoram

Dear Sir,

With reference to your RFP Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for Selection of Agency for providing Project Development Management Consultancy (PDMC) For the Implementation of Atal Mission for Rejuvenation and Urban Transformation (AMRUT) 2.0 in 23 ULBs and Swachh Bharat Mission (SBM) 2.0 in 28 ULBs for the State of Mizoram. The proposal is unconditional and unqualified.

- 2. I/We acknowledge that the UDPA will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
- 3. This department is made for the express purpose of appointment as the Consultant for the aforesaid Project.
- 4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- 5. I/We acknowledge the right of the UDPA to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

- 6. I/We certify that if selected we shall perform the services as per Good Industry Practices.
- 7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the UDPA;
 - (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document:
 - (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 in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the UDPA or any other public sector enterprise or any government, Central or UT; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 8. 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 Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
- 9. 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 Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
- 10. 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.
- 12. 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 the UDPA [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the abovementioned Project.
- 13. 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 Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
- 14. I/We agree to keep this offer valid for 180 (one eighty) days from the PDD specified

in the RFP.

- 15. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
- 16. In the event of my/our firm being selected as the Consultant and given a LoA, I/we agree and undertake to provide the services of Experts in accordance with the provisions of the RFP.
- 17. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the LoA, we shall have no claim, right or title arising out of any documents or information provided to us by the UDPA or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
- 18. The Financial Proposal is being submitted/uploaded online. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
- 19. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

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

Form-2

Particulars of the Applicant

Title of Consultancy:			
Title of Project:			
Confirm whether applying as Sole Firm; or			
Lead Member of a consortium:			
Name of Firm:			
Legal status (e.g. sole proprietorship or partnership):			
Country of incorporation:			
Registered address:			
Year of Incorporation:			
Year of commencement of business:			
Principal place of business:			
Name, designation, address and phone numbers of authorized signatory of the			
Applicant:			
Name:			
Designation:			
Company:			
Address:			
Phone No.:			
Fax No. :			
E-mail address:			
Signature, name and designation of the authorized			
Signature, name and designation of the authorized			
signatory) For and on behalf of			

Form-3

Statement of Legal Capacity

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

Ref. Date:
To,
[]
Dear Sir,
Sub: Request for Proposal (RFP) Selection of Agency for providing Project Development Management Consultancy (PDMC) For the Implementation of Atal Mission for Rejuvenation and Urban Transformation (AMRUT) 2.0 in 23 ULBs and Swachh Bharat Mission (SBM) 2.0 in 28 ULBs for the State of Mizoram
I/We hereby confirm that we, the Applicant satisfy the terms and conditions laid down in the RFP document.
I/We have agreed that (insert individual's name) will act as our Authorized Representative/ will act as the Authorized Representative of the Firm on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.
Yours faithfully, (Signature, name and designation of the authorized signatory
For and on behalf of
*Please strike out whichever is not applicable

Form-4

Power of Attorney

We, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms
son/daughter/wife and presently residing at
Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.
IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20**
For(Signature, name, designation and address)
Witnesses:
2
(Notarized) Accepted
(Signature, name, designation and address of the Attorney)

APPENDIX-I Form-5

Financial Capacity of the Applicant

(Refer Clause 2.2)

S. No.	Financial Year	Annual Turnover from Consultancy Project (Rs.in lacs)				
		(nominaes)				
1.						
2.						
3.						
	Certificate from the Statutory Auditor*					
This is to certify that (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.						
(Signature, name and designation of the authorized signatory)						
Date:						
Name and seal of the audit firm:						

Note:

1. Please do not attach any printed Annual Financial department.

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

Form-6

Abstract of Eligible Assignments of the Applicant

(Refer Clause 3.1)

S.No	Name of Project	Name of Client
(1)	(2)	(3)
1		
2		
3		
4		
5		

Form-7

Eligible Assignments of Applicant

(Refer Clause 3.1.4)

Name of Client	Name of the Project:	Project particulars:	Estimated capital cost of Project (Rs.in lacs):	Start Date and end Date

Notes:

1. Applicant needs to provide necessary documents in support of the projects undertaken i.e Completion Certificates duly certified by the recognized authority.

Form-8

Particulars of Key Personnel

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional & Relevant Experience	Area of Expertise
(1)	(2)	(3)	(4)	(5)	(6)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

The Professional experience certificates issued by the respective competent authority should be attached along with a copy of the required qualification certificates issued from the concerned Educational Institution.

Form-9

Curriculum Vitae (CV) of Professional Personnel

Proposed Position:

1.

2.	Nam	e of Personnel:
3.	Date	of Birth:
4.	Nati	onality:
5.	Educ	cational Qualifications:
6.	Emp	loyment Record:
	(Star	ting with present position, list in reverse order every employment held.)
7.	Deta	ils of the Eligible Assignments
	Decl	aration:
	1	I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
	2	I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.
Place		(Signature and name of the Professional Personnel)
		(Signature and name of the authorized signatory of the Applicant
NI - +		

Notes:

- 1 The names and chronology of assignments included here should conform to the details submitted in Form-8 of Appendix-I.
- 2 Each page of the CV shall be signed in ink either by the Personnel concerned or by the Authorized Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

Form-10

Bank Guarantee Format for Bid Security

(In Official Stationery of the Bank)

	has s Requ Man Rejuv Miss	submit lest for ageme venation	ted his Proposal / Bid dat r Proposal (RFP) for select ent Consultancy (PDMC on and Urban Transform BM) 2.0 in 28 ULBs fo id".	edion of Cons) For the ation (AM	sultant for p Implemei RUT) 2.0 in	[date] for oviding Prontation of 123 ULBs and 125 ULB	or the Proposal for oject Development Atal Mission for nd Swachh Bharat
	At th	ne red	uest of the Bidder, We	<u> </u>			[name of bank]
	havir	ng our	registered office at		(h	ereinafter d	called "the Bank")
			vocably undertake to pay				
	Rs		(Rupees) upo	on receipt by us of
	your	first d	emand in writing accomp	anied by a	written stat	tement that	Bidder is in breach
	of an	yone (of its obligations under th	e RFP Prop	osal/Bid co	nditions:	
	(1)		fter Bid opening, the Bidd lity specified in the Form of		-	sal/Bid durin	ng the period of bid
	(2)	If th	e Bidder having been notificed of bid validity:	•		f his Bid by th	ne UDPA during the
		(a)	fails or refuses to execute required; or	e the Contra	ct / Agreem	ent in accord	ance with the RFP, if
		(b)	fails or refuses to furnish	the Perform	nance Securi	ty, in accorda	nce with the RFP, or
		(c)	does not accept the corre			-	
	This guarantee will expire: (a) if the Bidder is the Selected Applicant, upon our receipt of the Contract signed by the Bidder and the performance security issued to upon the instruction of the Bidder; or (b) if the Bidder is not the Selected Applicant, the earlier of (i) our receipt of a copy of UDPA notification to the Bidder of the nather Selected Applicant; or (ii) forty-five (45) days beyond the final the Bid Validimum						
DATE_							
Signate							
WITNE	SS						
SEAL_							
[Signal	ture, r	name a	ind address]				

FINANCIAL PROPOSAL

Form-1

Covering Letter

(On Applicant's letter head)

(Date and Reference)
To, [The Director Urban Development and Poverty Alleviation Department, Mizoram]
Dear Sir,
Subject: Request for Proposal (RFP) for Selection of Agency for providing Project Development Management Consultancy (PDMC) For the Implementation of Atal Mission for Rejuvenation and Urban Transformation (AMRUT) 2.0 in 23 ULBs and Swachh Bharat Mission (SBM) 2.0 in 28 ULBs for the State of Mizoram
I/We,
I/We agree that this offer shall remain valid for a period of 180 (one eighty) days from the Proposal Due Date or such further period as may be mutually agreed upon.
Yours faithfully,
(Signature, name and designation of the authorized signatory)
Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

(See Clause 2.1.3)

Form-2

Financial Proposal

Item No.	Total Amount	Amount of GST (CGST+SGST)	Grand Total Amount in Figure (2+3)	Grand Total Amount in Words (2+3)	
1	2	3	4	5	

Note: Price quoted above shall be evaluated for the purpose of financial score

• The financial proposal quoted in Form-2 will be considered as financial bid. The financial proposal in Form-2 should include the Remuneration to be paid to the all the key personnel mentioned in Form 2A.

(See Clause 2.1.3)

Form-2 A

Break up of Person Month Rate for each expert

SN	Key Experts	No of Resources	Deploy	oyment in Months Person Month Rate (Rs)*		Amount (Rs.)*				
			Field	Home	Total	Field	Home	Field	Home	Total
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)=(7)*(4)*(3)	(10)=(8)*(5)*(3)	(11)=(9)+(10)
1.	Team Leader Cum Waste Water Expert	1	9	9	18					
2.	Solid Waste Management Expert	1	7.2	4.8	12					
3.	Contract / Procurement Expert	1	3.6	8.4	12					
4.	Design Engineer (Water and Sewerage Supply)	1	6	6	12					
5.	IT and M&E Expert	1	3	3	6					
6.	Project Manager cum IEC and Capacity Building Expert	1	36	-	36					
					Tota	l Amount				

Note:

- (a) Total Deployment in person month for each Expert is subject to change (either increase or decrease) and it will be decided based on the project requirement
- (b) Based on the need, the consultant may be required to deploy additional experts, within in Urban Development and Poverty Alleviation Department, Mizoram, for which the UDPA shall pay the applicant the rate quoted by the selected consultant for person month rate based on deployment days.
- (c) According to the project requirement, home and field deployment will be decided and communicated to the consultant by UDPA from time to time.
- (d) A maximum number of national two way travel to field (Aizawl) is estimated as 25 round trips for all the experts (cumulative round trips for all the experts). Suitable provisioning has to be made in the field deployment person month rate by the consultant in their Financial Proposal. In case number of round trips exceeds more than 25 if such round trips are approved by UDPA then UDPA will make payment at actuals to the consultant for those additional trips beyond 25 round trips.